



Homeowners Association Blue Valley Golf and Country Estate

P O Box 116, Blue Valley Golf Estate,
0096 Mitrajaya Development Office; 72
Beaulieu Avenue

Blue Valley Golf and Country Estate, Rooihuiskraal Road, Centurion

Tel: (011) 318 1899
Reg No.
1999/018250/08

BLUE VALLEY GOLF AND COUNTRY ESTATE HOA NPC REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL SERVICES - LEGAL CONSULTANT

RFP Number:	BVHOA/RFP/2024/02/LG/02
RFP Issue Date:	23 Feb 2024
Interest Confirmation:	Please confirm that you are interested in submitting an RFP by emailing procurement@bvhoa.co.za with your company detail, representative and contact details for access purposes.
Compulsory RFP Site Briefing Meeting:	None
Enquiries from bidders:	All questions to be emailed to procurement@bvhoa.co.za on or before 04 March 2024 @ 12h00. No late questions will be accepted or replied to after this deadline.
Replies to enquiries by BVHOA:	Date: 06 March 2024 Time: 16h00.
Closing Date of RFP:	Date: 12 March 2024. Time: 11h00.
Submission Venue:	Tender Box located at the offices of the Homeowners Association (HOA) at the Blue Valley Golf and Country Estate, 72 Beaulieu Avenue, Gary Player Boulevard.
RFP Validity:	60 (sixty) calendar days from closing date of the RFP.

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SECTION-01. LETTER OF INVITATION

SECTION 1. LETTER OF INVITATION

LETTER OF INVITATION

Tender Reference No: **BVHOA/RFP/2024/02/LG/02**

Location: Blue Valley Golf and Country Estate, 72 Beaulieu Avenue, Gary Player Boulevard,

1. The *Blue Valley Golf and Country Estate Homeowners Association (BVHOA)* invites proposals to provide the following consulting services:

HIRING OF LEGAL FIRM.

More details on the services are provided in the Terms of Reference (TORs).

2. This Request for Proposal (RFP) has been addressed to all the eligible consultants/firms.
3. A firm will be selected under Two-Stage Selection System and procedures described in this RFP and TORs (attached), in accordance with the BVHOA Procurement Policy.
4. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants (including Data Sheet)

Section 3 – Technical Proposal – Standard Forms

Section 4 – Financial Proposal – Standard Forms

Section 5 – Terms of Reference

Section 6 – Conditions of Contract

Yours sincerely

Phineas, EGM

Blue Valley Golf and Country Estate Homeowners Association (BVHOA)

SECTION-02. INSTRUCTIONS TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS**1 Definitions**

- a) "Contract" means an agreement enforceable by law and includes Conditions of the contract.
- b) "Data Sheet" means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- c) "Day" means calendar day including holiday.
- d) "Government" means the Government of the Republic of South Africa.
- e) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- f) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- g) "Proposal" means the Technical Proposal and the Financial Proposal.
- h) "RFP" means the Request for Proposal prepared by the procuring Entity for the selection of consultants.
- i) "Sub-Consultant" means any Person or entity to whom the Consultant sub-contracts any Part of the Services.
- j) "Terms of Reference" (TOR) means the document included in the RFP as Section-05 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring Entity and the Consultant, Payment terms and exacted results and deliverables of the assignment.

2 Introduction:

BVHOA will select a consulting firm(s)/organization(s) (the Consultant(s)), in accordance with the method of selection specified in the Data Sheet.

The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant(s).

Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a preproposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with BVHOA's representative named in the Data Sheet for gaining better insight into the assignment.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. BVHOA reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

SECTION-02. INSTRUCTIONS TO CONSULTANTS

3 Conflict of Interest

3.1 Consultants are required to provide professional, objective, and impartial advice and holding the BVHOA interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the BVHOA, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

3.2.1 A consultant that has been engaged by the procuring entity to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

3.2.2 A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.

3.2.3 A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the BVHOA's staff, Board members and sub-committee members of BVHOA who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or (ii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

4 Fraud and Corruption:

BVHOA requires Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts.

5 Eligible Consultants:

All the interested registered and experiences legal consultancy firms in South Africa (as mentioned in TORs) are eligible.

6 Eligibility of Sub Consultants:

A shortlisted Consultant would not be allowed to associate with Consultant's who have failed to qualify the short-listing process.

SECTION 2. INSTRUCTIONS TO CONSULTANTS

7 Only One Proposal:

Consultants shall only submit one proposal. If a Consultant submits or participate in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.

8 Proposal Validity:

Proposals validity shall be 60 days. During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. BVHOA will make its best effort to complete negotiations within this period. Should the need arise; however, BVHOA may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9 Clarification and Amendment in RFP Documents:

9.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. BVHOA shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the BVHOA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

9.2 BVHOA may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals BVHOA may, if the amendment is substantial, extend the deadline for the submission of Proposals.

10 Preparation of Proposals

10.1 In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

10.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

11 Language

The Proposal as well as all related correspondence exchanged by the Consultants and BVHOA shall be written in English.

SECTION-02. INSTRUCTIONS TO CONSULTANTS**12 Technical Proposal Format and Content**

12.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:

- 12.1.1 If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.
- 12.1.2 It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or has an extended and stable working relationship with it.
- 12.1.3 Proposed professional staff must, at a minimum, have the experience indicated in the TOR, preferably working under similar geographical condition.
- 12.1.4 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

SECTION 2. INSTRUCTIONS TO CONSULTANTS

12.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

12.2.1 A brief description of the consultant organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

12.2.2 The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3).

12.2.3 CVs of the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the consultant and degree of responsibility held in various assignments during

12.2.4 the last 5 (five years).

12.2.5 Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.

12.2.6 A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment.

12.2.7 Any additional information requested in the Data Sheet.

12.3 The Technical Proposal shall not include any financial information.

13 Financial Proposals

The Financial Proposal shall be prepared using the attached Standard Forms (Section-04). The cost shall be in lump sum and shall include all the costs associated with the assignment and all government applicable taxes.

14 Taxes:

The Consultant will be subject to all admissible taxes.

SECTION-02. INSTRUCTIONS TO CONSULTANTS**15 Submission, Receipt, and Opening of Proposals**

- 15.1** Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initiated by an authorized representative of the Consultants. The authorization shall be in the form of a written power of attorney accompanying the Proposal
- 15.2** All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 15.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open With The Technical Proposal " If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 15.4** The Proposals must be sent to the address indicated in the Data Sheet and received by the BVHOA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the BVHOA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or BVHOA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

16 Proposal Evaluation:

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the BVHOA on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the BVHOA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

SECTION 2. INSTRUCTIONS TO CONSULTANTS

17 Evaluation of Technical Proposals

17.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the TOR. Each responsive Proposal will be given a technical score (St). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

17.2 A two-stage selection system will be followed which entail separate assessment of technical and financial proposals. Only financial proposal of the technical submission that achieves the minimum functionality points will be opened and evaluated.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un-opened.

18 Evaluation of financial proposal

18.1 The Financial Proposal of the Consultants who met the minimum qualifying mark will be inspected by the Procurement Committee to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded at the Procurement Committee meeting.

18.2 The Procurement Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

18.3 The bidder obtaining the highest number of total points (price and preferential points) will be awarded the contract.

18.4 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. Points scored must be rounded off to the nearest 2 decimal places.

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 B-BBEE.

However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

SECTION-02. INSTRUCTIONS TO CONSULTANTS**19 Points awarded for price**

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

Points awarded for B-BBEE Status Level of Contribution

Preferential points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

SECTION 2. INSTRUCTIONS TO CONSULTANTS

The total number of tender evaluation points (TEV) shall be determined in accordance with the following formula.

$$\text{TEV} = [\text{NFO} + \text{NP}]$$

Where:

NFO is the number of tender evaluation points awarded for the financial offer

NP is the number of tender evaluation points awarded for preferences.

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included);
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

20 Negotiations

Negotiations will be held at the date and address which will be communicated to the consultant. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the BVHOA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21 Technical Negotiations:

Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The BVHOA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the BVHOA and the Consultant, will become Part of Contract Agreement.

22 Financial Negotiations:

The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the BVHOA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23 Availability of Professional staff/experts:

- 23.1** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the BVHOA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the BVHOA will require assurances that the Professional staff will be actually available.
- 23.2** The BVHOA will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 23.3** Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24 Award of Contract:

- 24.1** After completing negotiations, BVHOA shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. BVHOA shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, BVHOA shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.
- 24.2** After publishing of award of contract consultant required to submit a Performance security at the rate indicated in data sheet.
- 24.3** The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25 Confidentiality:

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

25.1 DATA SHEET

26

26.1	<p>Name of the Assignment: HIRING OF LEGAL FIRM ON RETAINERSHIP BASIS. The Name of the BVHOA's official (s): Mr. Phineas Thosago, EGM Address: Blue Valley Golf and Country Estate, 72 Beaulay Avenue, Gary Player Boulevard Telephone: _____ E-mail: procurement@bvhoa.co.za</p>
26.2	The method of selection: Two-step Selection System
26.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>All interested eligible bidders are requested to submit Technical & financial proposals separately in single sealed envelope marked as "Hiring of Legal Firm on Retainership Basis" with separate sealed envelopes of technical and financial Proposals within.</p>
26.4	<p>The Proposal submission address is: Blue Valley Golf and Country Estate, 72 Beaulay Avenue, Gary Player Boulevard Proposals must be submitted no later than the following date and time: 12 March, 2024, 11h00 AM.</p>
26.5	<p>Expected date for commencement of consulting services: <i>Soon after the award of Contract</i></p> <p>Location at: Centurion</p>
26.6	The Pre-proposal meeting will not be conducted
26.7	Proposal's validity that shall be 60 days. BVHOA may ask for extension in proposal validity if required.
26.8	<p>Clarifications may be requested before 04 March 2024 @ 12h00. Facsimile: E-mail: procurement@bvhoa.co.za</p>
26.9	The legal firm will be hired on retainer-ship basis – For six months (renewable).
26.10	The Proposal as well as all related correspondence exchanged by the Consultants and BVHOA shall be written in English.
26.11	<p>Technical proposals will be evaluated as per the attached TOR</p> <p>The minimum technical score required to Pass is: <u>70 Marks</u> Remuneration Type: <u>Monthly basis</u></p>
26.12	Amounts Payable by the BVHOA to the Consultant under the contract to be subject to local taxations, stamp duty and service charges, if applicable
26.13	Consultant must submit the original of the Technical Proposal and the original of the Financial Proposal.
26.14	Submission of Performance Security: N/A

TECHNICAL PROPOSAL - STANDARD FORMS

SECTION-03: TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1:** Consultant's Experience
- TECH-2:** Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-3:** Team Composition and Task Assignments
- TECH-4:** Work Schedule
- TECH -5:** Technical Proposal Submission Form

FORM TECH-01: CONSULTANT’S EXPERIENCE

<p>[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted for carrying out consulting services similar to the ones requested under this Assignment. Please provide Client’s certification and/or evidence of the contract agreement.] Assignment name:</p>	<p>Cost of the Project:</p>
<p>Country: Location within country:</p>	<p>Duration of assignment (months):</p>
<p>Name of Client:</p>	<p>Total No of staff-months (by your firm) on the assignment:</p>
<p>Start date (month/year): Completion date (month/year):</p>	<p>1. Total value of the consultancy agreement 2. Value of consultancy services provided by your firm under the agreement:</p>
<p>Name of associated Consultants, if any:</p>	<p>No of professional staff-months provided by associated Consultants:</p>
<p>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</p>	
<p>Narrative description of Project (<i>You may attach one extra sheet-one side only</i>):</p>	
<p>Description of actual services provided by your staff within the assignment:</p>	
<p>1. Firms Name:</p> <p>2. Completion Certificate/ Contract/ Work-Order/ Certificate by the Client / Employer that proves the performance of the above consultancy service.</p>	

FORM TECH-02: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position [Title of the position]: _____
2. Name of Firm [Insert name of firm proposing the staff]: _____
3. Name of Staff [Insert full name]: _____
4. Date of Birth: _____ Nationality: _____
5. ID/ Password No: _____

(ATTACH COMPREHENSIVE CV)

FORM TECH-03: TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff							
S. No.	Name of Staff	ID No./Passport	Firm	Area of Expertise	Position	Task Assigned	Full time/part time/consultant
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

FORM TECH-04: WORK SCHEDULE

S. No.	Activity ¹	Month ²					
		June	July	Aug	Sep	Oct	Nov

¹ . Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² . Duration of activities shall be indicated in the form of a bar chart

FORM TECH-05: TECHNICAL PROPOSAL SUBMISSION FORM

To:

Blue Valley Golf and Country Estate Homeowners Association (BVHOA)

Address: Blue Valley Golf and Country Estate, 72 Beaulieu Avenue, Gary Player Boulevard

Telephone:

E-mail: procurement@bvhoa.co.za

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for “**Hiring of Legal Firm on Retainership Basis**” in accordance with your Request for Proposal dated: _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than 14 days upon being notified of the award.

We understand you are not bound to accept any Proposal you receive. Yours

sincerely,

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

SECTION-04. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of Letter of Invitation.

SECTION-04. FINANCIAL PROPOSAL

FORM FIN-01: FINANCIAL PROPOSAL SUBMISSION FORM

To

Mr. Phineas Thosago
Estate General Manager
Blue Valley Golf and Country Estate HOA
Address: Blue Valley Golf and Country Estate, 72 Beaulieu Avenue, Gary Player Boulevard
Telephone:
E-mail: procurement@bvhoa.co.za

Dear Sir/Madams:

We, the undersigned, offer to provide the consulting services for “Hiring of Legal Firm on Retainership Basis” in accordance with your Request for Proposal dated: _____ . Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-02: SUMMARY OF COSTS

FORM FIN-2 - BID SHEET				
Blue Valley Golf and Country Estate Homeowners Association (BVHOA)				
	Ref #			
	Date			
From (BVHOA Contact Name & Address):	Consultant Name & Address:			
Estate General Manager				
	Tel:			
	Email:			
Date that the quote is valid for a year from the date of appointment:				
Description	Unit	Qty	Unit Rate	Total Monthly Budget
(Weighted average to allow the services of the attorney or advocate based on the matter) Services fee inclusive of all applicable taxes, duties & associated expenses (if any) on hourly basis	Hour	60 ¹		
Bidders Name & Signature:	Company Stamp:			

¹ BVHOA will only pay for the hours work in a particular month.

SECTION-05: TERMS OF REFERENCE (TOR)

1 INTRODUCTION:

Blue Valley Golf and Country Estate is a private, secure residential estate comprised of one thousand five hundred and sixty (1560) residential stands. The Estate is managed by the Blue Valley Homeowners Association (BVHOA), set up for the specific purpose of managing the Estate's affairs on behalf of its members.

The Homeowners Association (HOA) of the Blue Valley Golf and Country Estate management involves various administrative tasks, communication, and coordination among community members. For the organisation to fulfil its mandate within the applicable laws governing the HOA, it is crucial and beneficial to appoint a Legal professional services service provider on a retainer basis for the HOA. The legal service provider will act as a strategic advisor to the HOA leadership on legal-related matters, provide legal-related recommendations and insights to enhance organisational effectiveness. The legal service provider is expected to provide a Legal System to ensure the effective and efficient functioning of the HOA.

2 SCOPE OF SERVICES:

This section provides an indicative scope of work for the legal firm. It shall, however, be the responsibility of the legal firm to carry out all the tasks for smooth running of the Board's functions. The Legal Firm to work in close collaboration with the BVHOA's Management and Board.

Without prejudice to the generality of foregoing clause, the specific tasks and activities include, but are not limited to, the following:

2.1 Legal Consultation:

The Legal Professional Services will provide ongoing legal consultation to the HOA board and management team. This includes addressing general Legal inquiries, advising on compliance matters, and offering guidance on the interpretation of relevant laws and regulations.

2.2 Legal Compliance and Governance:

- BVHOA must adhere to various laws, regulations, and governing documents. Having Legal Professional Services available when required ensures that the board and the BVHOA operates within the Legal framework and complies with all applicable laws and regulations.
- Legal Professional Services can provide guidance on amendments to bylaws, rules, and regulations, ensuring that they are in line with current laws and best practices.

2.3 Contractual Agreements:

- BVHOA outsources some of critical services from service providers such a security contracts, contract for maintenance, repairs, and other services. Legal advice is essential during contract negotiations and drafting to protect the interests of the association and its members.
- Legal Professional Services can assist in reviewing and negotiating contracts to ensure they are fair, enforceable, and in the best interest of the HOA.

2.4 Dispute Resolution:

- Disputes can arise among homeowners, between homeowners and the HOA, or even with third parties. Having Legal Professional Services helps in resolving conflicts legal negotiation, mediation, or, if necessary, litigation.
- Legal Professional Services can guide the board on alternative dispute resolution methods, reducing the need for costly and time-consuming court proceedings.

2.5 Enforcement of Rules and Regulations:

- BVHOA is required to enforce Estate Community rules and regulations to maintain the desired living environment. Legal Professional Services advice is essential in ensuring that enforcement actions are carried out appropriately and in compliance with the law.
- Legal Professional Services can assist in developing/reviewing and implementing enforcement policies that are fair, consistent, and legally sound.

2.6 Collection of Dues and Assessments:

- Delinquent dues and assessments can pose financial challenges for an BVHOA. Legal Professional Services can help in establishing effective collection procedures and, if necessary, pursuing Legal action to recover outstanding amounts.
- Legal Professional Services can guide the board on the appropriate steps to take, balancing the need to collect funds with adherence to applicable laws.

2.7 General Legal Advice:

- Having a Legal Professional Services allows the HOA board to seek advice on a wide range of Legal matters that may arise, providing a proactive approach to potential issues.
- Legal Professional Services can offer guidance on various Legal aspects, such as insurance coverage, employment matters, and overall risk management.

2.8 Preventive Legal Measures:

Legal Professional Services can assist in identifying and mitigating potential Legal risks before they escalate. This proactive approach helps the board in making informed decisions that minimize the likelihood of Legal issues arising.

2.9 Document Review and Drafting:

Legal Professional Services will review and draft legal documents essential to the HOA's operations. This may include contracts, bylaws, rules and regulations, and other governing documents. Ensuring the legality and effectiveness of these documents is crucial to maintaining a well-functioning community.

2.10 Board Training:

Legal Professional Services may provide training sessions for board members on legal matters relevant to the HOA. This will help board members make informed decisions and understand their legal responsibilities.

2.11 Litigation Support:

In the event of Legal disputes that escalate to litigation, the Legal Professional Services will provide support and guidance. This may involve working with external Legal representation and ensuring that the HOA's interests are adequately represented in court.

In summary, appointing a Legal Professional Services provides HOA boards with ongoing access to Legal expertise, helping the HOA to navigate complex legal issues, maintain compliance, and protect the interests of the association and its members. It is a proactive measure that contributes to the overall effectiveness and stability of the homeowner's association.

NOTE:

By fulfilling these roles and responsibilities, a Legal Professional Services service provider on a retainer basis will contribute to the overall success of the HOA by promoting a positive work environment, ensuring legal compliance, and supporting the development and well-being of its members and staff. The appointment of the legal service provider will also assist the HOA board with professional expertise to ensure that the association is managing its personnel matters effectively, complying with employment laws, and creating a positive and harmonious community environment.

3 PERIOD OF SERVICES:

The Services of Legal firm is initially required for one year commencing from the date of coming into force of the agreement; which may be extended as per terms and conditions.

4 PAYMENT OF SERVICE FEE ETC.

Service fee shall be paid to selected legal firm on monthly basis.

5 RESERVATION OF RIGHTS

Appointment of Legal Firm on retainer-ship basis neither guarantees assignment of cases, nor in any manner obliges BVHOA to hire the services of the respective Legal Firm. BVHOA reserves its right to assign any case/matter to any Law Firm.

- i. BVHOA reserves the right to terminate the services of the hired Legal Firm on Retainer-ship basis upon non-satisfactory performance and without assigning any reason.
- ii. BVHOA reserves the right to verify information provided by the hired 'Legal Firm' and may reject the proposal in case of any misrepresentation reported.

SECTION 6: GENERAL CONDITIONS OF THE CONTRACT

A. MANDATORY CRITERIA FOR HIRING OF LEGAL FIRM ON RETAINER-SHIP BASIS.

The information listed below, is required from all Bidders interested in submitting a Bid. Failure to submit or comply with any of this required information, may disqualify the Bid from further evaluation.

S. No	Criteria	Documentary Evidence
1	A valid Company Registration Document (CIPC)	Certified registration documents
2	Directors Certified ID Copy- certification should not be older than three months.	Certified documents
3	Bidder's SARS Tax Clearance Certificate and PIN.	Certified documents
4	Public Liability Insurance (R1 million) Proof of cover or Letter of Intent.	Certified documents
5	Valid BEE Certificate or Affidavit (the following applies): <ul style="list-style-type: none">– The BEE certificate should be issued by an authorised body or person– Or BEE certificate issued by sworn affidavit.	
6	Submission of Functionality as a response to the responsibilities and scope of work as defined in the RFP	
7	Submission of Pricing in a separate envelope.	
8	The legal firm shall be enrolled to practise by the South African Legal Practice Council (LPC).	Proof of registration/ Registration Certificate
9	Company profile indicating experience at least 5 years in the consulting industry with contactable references.	Company Profile
10	There must not be any conflict of interest i.e., the Legal Firm must not be providing legal assistance to any other person/entity in conflict with 'BVHOA' so as to cause any sort of conflict of interest.	Affidavit on Judicial Stamp Paper.

B. SELECTION CRITERIA FOR HIRING OF LEGAL FIRM

The firms must submit two proposals, i.e. Technical and Financial Proposal, were in the first stage technical proposal will be opened and evaluated against the mandatory compliance and technical evaluation criteria while in the second stage, the financial bids of the technically qualified firms will be opened and the contract shall be awarded to the firm with maximum marks in price and preference.

i. TECHNICAL PROPOSAL EVALUATION CRITERIA

The technical proposal of eligible firms will be evaluated using the scoring guide attached as Table I & II. The score will be awarded on the basis of the following details;

The technical proposal should contain the following and any additional information and the copies of all required documents should be attached in a technical proposal for evaluation.

S. NO.	CATEGORY	MARKS
1	Qualification of the Law Firm	30
2	Experience (General) of the Law Firm	30
3	Experience (Specific) of the Law Firm	40
Total Marks:		100
<p>Note: Technical qualification status shall be decided on the basis of aggregate score obtained in technical evaluation out of 100. The Legal Firm must obtain at least a 70% score in technical evaluation for technical qualification and financial bid opening.</p>		

1. Qualification of the Law Firm				
S.No	Description	Category Points	Max. Marks	Documents Required
1.1	Attorneys admitted as such by the High Court. with minimum five years of experience	Two Attorneys = 5 Four Attorneys = 10	10	Law Firm should provide the complete profile and CVs with Verified Copy issued for more than 5 years
1.2	Advocates of at least 5 years relevant experience of High Court in South Africa.	One Advocates= 5 Two Advocates= 10	10	Law Firm should provide the complete profile and CVs with Verified Copies of Valid Licenses of High Court in South Africa along with proof of license issued for more than 5 years
1.3	Financial Strength of the firm	Firm annual turnover shall be ZAR 2 million or above (in any financial year during the last three years).	05	Audited Financial statement of last three years
1.4	The legal firm has established office in Gauteng		05	Documentary/ verifiable evidence of established office in Gauteng.

2. General Experience of the Law Firm				
2.1	Experience in Providing Legal Consultancy to the Body Corporates or similar institutions during the last 10 years.	05 marks for each client up to a maximum of 15 marks.	15	Agreements or other verifiable documentary evidence
2.2	Experience in Providing Legal Consultancy to Private Sector Companies during the last 10 years.	03 marks for each client up to a maximum of 15 marks.	15	
3. Specific Experience of the Law Firm				
3.1	Experience in advising/defending cases of Compliance and Governance (in high court or above).	2.5 marks for each case up to a maximum of 05 marks.	05	Documentary evidence, work order, or agreements
3.2	Experience in advising/defending cases of collection of dues and assessments (in high court or above).	01 marks for each case up to a maximum of 05 marks.	05	
3.3	Experience in advising/defending cases of Human resources and employees' issues (in high court or above).	05 marks for each case up to a maximum of 10 marks.	10	
3.4	Experience in document review and drafting organization Act and/or services regulations etc.	05 marks for each case up to a maximum of 10 marks.	10	
3.5	Experience in advising/defending cases related to Procurement of Goods, Works, Services, or contracts under public procurement act & rules (in high court or above).	2.5 marks for each case up to a maximum of 05 marks.	05	

SECTION-04. FINANCIAL PROPOSAL

3.6	Experience in advising/defending cases related to Legal disputes that escalate to litigation.	05 marks for each case up to a maximum of 05 marks	05	
Total Marks		100		

Note: Experience claimed in the general experience section will not be awarded again in the specific experience section.

ii. FINANCIAL PROPOSAL EVALUATION CRITERIA

The financial proposals of only those technically responsive bidders who will obtain minimum 70% marks (Technical Evaluation) will be opened. A combined evaluation of the technical and financial proposals will be carried out by weighting and adding the quality and the cost scores. Sealed Financial proposals of firms will be returned unopened who failed to obtain 70 % marks in technical evaluation.

iii. OTHER TERMS AND CONDITIONS

1. Only the technical proposals scoring 70 marks or more will be evaluated as per the stated.
2. Best Evaluated proposal with highest weightage average scores shall be selected.
3. BVHOA reserves the right to accept or reject any or all applications as per prevailing Procurement Policy.
4. Any firm, applying to this process, try to influence the procurement process, shall be disqualified directly.
5. No bid/proposal in any case shall be accepted after the deadline.
6. Legal Firm shall provide legal consultancy on day-to-day matters, as and when required by BVHOA.
7. The contract shall be assigned by BVHOA to the appropriate legal firm on the basis of merit, as deemed appropriate.

SECTION-06: GENERAL CONDITIONS OF THE CONTRACT

GENERAL PROVISIONS

5.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the relevant laws in South Africa.
- (b) "BVHOA" means the implementing department which signs the contract
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal Firms, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause-1 and the Appendices.
- (e) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1.
- (g) "Government" means the Government of the Republic of South Africa.
- (h) "Local Currency" means South African Rand.
- (i) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (j) "Party" means the BVHOA or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (l) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (m) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (n) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (o) "In writing" means communicated in written form with proof of receipt.

5.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

5.3 Language

This Contract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5.4 Notices

- 5.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 5.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change.

5.5 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the BVHOA under this Contract, including without limitation the receiving of instructions and Payments from the BVHOA.

5.6 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the BVHOA or the Consultant may be taken or executed by the officials specified in the SC.

5.7 Taxes & Duties

The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

5.8 Fraud & Corruption

If the BVHOA determines that the Consultant and/or its Personnel, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the BVHOA may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification.

Any Personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

1 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

1.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

1.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date.

1.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date.

1.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

1.5 Force Majeure

The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

1.5.1 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

1.5.2 Extension of Time

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.

1.5.3 Payments

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

1.6 Termination

1.6.1 By the BVHOA

The BVHOA may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the BVHOA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the BVHOA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the BVHOA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the BVHOA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

1.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the BVHOA, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the BVHOA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

1.6.3 Payment Upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC. 2.6.2, the BVHOA shall make the following Payments to the Consultant:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

2 OBLIGATION OF THE CONSULTANT

2.1 General

2.1.1 Standard of Performance

The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the BVHOA, and shall at all times support and safeguard the BVHOA's legitimate interests in any dealings with Sub-Consultants or third parties.

2.2 Conflict of Interests

The Consultant shall hold the BVHOA's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

2.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.

2.2.2 Prohibition of Conflicting Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

2.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

2.3 Confidentiality

Except with the prior written consent of the BVHOA, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

2.4 Consultant's Actions Requiring BVHOA's Prior Approval

The Consultant shall obtain the BVHOA's prior approval in writing before taking any of the following actions:

- 2.4.1 entering into a subcontract for the Performance of any Part of the Services,
- 2.4.2 appointing such members of the Personnel not listed, and
- 2.4.3 any other action that may affect the contract directly or indirectly.

2.5 Reporting Obligations

- 2.5.1 The Consultant shall submit to the BVHOA the reports and documents specified in in TOR hereto, in the form, in the numbers and within the time Period set forth in the said TOR.
- 2.5.2 Final reports shall be delivered in CD ROM in addition to the hard copies specified in said TOR.

2.6 Documents Prepared by the Consultant to be the Property of the BVHOA

- 2.6.1 All plans, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the BVHOA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the BVHOA, together with a detailed inventory thereof.

2.7 Professional liability of consultant

- 2.7.1 The consultant shall be liable for consequence of errors or omissions on its part. The extent of liability of the consultant in no case should be less than consideration of the contract.
- 2.7.2 The consultant shall be held liable for all losses or damages and shortcomings in deliverables etc, suffered by the procuring entity as a result of misconduct or inadequate services in performing the consulting services.
- 2.7.3 In case of poor/unsatisfactory performance or failure to complete any of the deliverables/output, the procuring entity will have the right to deduct the same amount allocated for the said deliverables/output from the contract price and may terminate the contract or shall impose both.

2.8 Monitoring and Evaluation

- 2.8.1 The Consultant shall submit the report along with the attendance to the BVHOA. The BVHOA shall monitor and evaluate and visit the consultant business place each month. The Consultant shall facilitate the BVHOA for inspection of the relevant records and the consultant shall produce the relevant records on demand of BVHOA for evaluation.
- 2.8.2 If the consultant failed to provide the relevant records to the BVHOA, the BVHOA shall have the right to terminate the contract and impose the penalty of not less than the consideration of the contract as the case may be.

3 CONSULTANT PERSONNEL

3.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Section 3 & TOR. The key Personnel listed by title as well as by name in proposal are hereby approved by the BVHOA.

3.2 Removal and/or Replacement of Personnel

- 3.2.1 Except as the BVHOA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.
- 3.2.2 If the BVHOA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the BVHOA's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the BVHOA.
- 3.2.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4 OBLIGATIONS OF THE BVHOA

4.1 Assistance and Exemptions

The BVHOA shall use its best efforts to ensure that the Management and Board provides all the required information on shall provide the Consultant such assistance and exemptions as the BVHOA can provide.

5 PAYMENTS TO THE CONSULTANT

5.1 Lump-sum Payment

The total Payment due to the Consultant shall not exceed the monthly budget which is all costs required to carry out the Services described in TOR and Scope of Services, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.

5.2 Contract Price

The contract price shall be paid based on the hours worked and the tendered unit rate, payment shall be made in South African Rands.

5.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price shall be provided.

5.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the Payment schedule and terms and conditions stated in the TORs

6 GOOD FAITH

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7 SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC

CONTRACT**SPECIAL CONDITIONS OF CONTRACT**

GCC Ref No.	
1.1	Blue Valley Golf and Country Estate Homeowner Association
1.4 & 1.5	The addresses are: Procuring Entity: Blue Valley Golf and Country Estate Homeowners Association- BVHOA Attention: Mr. Phineas Thosago, EGM E-mail: egm@bvhoa.co.za Consultant: Attention: _____ Facsimile: _____ E-mail: _____
1.7	The Authorized Representatives are: For the BVHOA: _____ For the Consultant: _____
2.1	<i>Duration of assignment is six months (renewable) starting from the date of signing of Contract which may be extended upon mutual consent of both the parties on the same terms and conditions.</i>
2.2	<i>The date for the commencement of Services is [soon after signing of contract].</i>
8.2	Disputes shall be settled by arbitration

CONTRACT**CONTRACT**

THIS CONTRACT ("Contract") is entered into this _____ [insert starting date of assignment], by and between BVHOA having its principal place of business at *Mitrajaya Development Office, 72 Beaulieu Avenue, Centurion, Gauteng*, and _____ [insert Consultant's name] ("the Consultant") having its principal office located at _____ [insert Consultant's address].

WHEREAS, the BVHOA wishes to have the Consultant Performing the services hereinafter referred to, and
WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1 Services

- (i) The Consultant shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral Part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports as mentioned in the TORs," within the time Period as agreed.
- (iii) BVHOA reserves its rights to appoint up to three service providers, who will be assigned work based on the methodology approved by BVHOA.

2 Duration of Contract

The Consultant shall complete all the deliverables within a period of six months (renewable).

Payment Terms**A. Ceiling**

For Services rendered pursuant to TORs, the BVHOA shall pay the Consultant an amount not to exceed []. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment Conditions

C. Payment shall be made South African Rands (ZAR), no later than 30 days following the submission of the approved Consultants' invoices by the authorised BVHOA representative.

3 Project Administration**A. Coordinator**

BVHOA designates Estate General Manager as its coordinator; the coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PBVHOA.

CONTRACT

4 Performance Standard:

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the BVHOA considers unsatisfactory.

5 Confidentiality:

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the BVHOA's business or operations without the prior written consent of the BVHOA.

6 Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the BVHOA under the Contract shall belong to and remain the property of the BVHOA. The Consultant may retain a copy of such documents and software.

7 Consultant not to be engaged in Certain Activities:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

8 Rights to terminate the contract:

Either Party is entitled to terminate this agreement at any given stage during its duration by giving the other Party one (one) month written notice. Provided that nothing shall preclude either Party from terminating this Agreement summarily for any cause recognized in law as sufficient.

9 Insurance:

The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipment's if required.

10 Assignment:

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the
BVHOA's prior written consent.

11 Law Governing Contract and Language:

Applicable law will be that of Government of the Republic of South Africa and the contract language shall be English.

12 Dispute Resolution:

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with South African laws.

CONTRACT

For the BVHOA

Signature: _____

Name: _____

Title: _____

For the Consultant

Signature: _____

Name: _____

Title: _____