

REQUEST FOR PROPOSAL (“RFP”)

APPOINTMENT OF A LEGAL PANEL FOR A PERIOD OF THREE (03) YEARS



Bid Number	EWSETA/RFP/03/2023-4
Bid Scope	APPOINTMENT OF A LEGAL PANEL FOR A PERIOD OF THREE (3) YEARS
Issue Date	WEDNESDAY 14 FEBRUARY 2024
Closing Date for submission of bids	THURSDAY 07 MARCH 2024
Inquiries (all inquiries should be in writing)	scmadmin@ewseta.org.za ; THE FINAL DATE OF INQUIRIES: 28 FEBRUARY 2024



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1. BACKGROUND INFORMATION

The Energy and Water Sector Education and Training Authority (EWSETA) is a statutory body established through the Skills Development Act No 97 of 1998 (the Act) to enable its stakeholders to advance the national and global position of the energy and water sector by facilitating the effective development of skills required to respond to related imperatives as envisaged in the National Development Plan (NDP).

The EWSETA is strategically positioned as an authority of skills development that effectively supports Government national plans and strategies. Furthermore, EWSETA is responsible for responding to the many skills-related needs of the sector and its respective labour markets.

By carrying out its primary mandate, the EWSETA incrementally achieves skills development imperatives and related outcomes over the long term.

2. OBJECTIVE

The objective is to obtain a panel of qualified service providers who can provide EWSETA with expert advice and skill. The Legal Panel will be responsible to provide advice/services and/or represent EWSETA in legal matters (in particular areas of specialisation as depicted in the table below) as may be required, from time to time on a rotational basis.

Specific requirements for the services to be rendered are identified in this document and serves only as a guideline in the request for proposals from suitably qualified service providers.

The Legal Panel reports, functionally, to the Office of the Chief Executive Officer of EWSETA.

3. SCOPE OF WORK

EWSETA invites proposals from suitably qualified service providers, to be placed on a Legal Panel to assist with legal matters as may arise, from time to time.

- The duration of the appointment is three (3) years extendable for an additional two years subject to the discretion of EWSETA. The EWSETA seeks to appoint six (6) services providers to service each area of specialisation (as depicted below) on the panel.
- Bidders are requested to clearly indicate the area of specialisation as per the below table that they are responding to. EWSETA reserves the right to allocate work in a manner that is fair and transparent to the panellists based on their area of specialisation. Top six (6) bidders will be selected per area of specialisation based on the outcome of the functionality evaluation criteria.
- The legal needs, *inter alia*, include, but are not limited to the below areas of specialisation.
- Attending to any other matters, including, but not limited to, legal risk mitigation, related to the matter, relevant to the execution of the mandate of EWSETA, as may be related to any area of specialisation below.

- It is noted that all bidders should anticipate that the matters related to the respective areas of specialisation (as depicted below) may lead to litigation and that drafting of pleadings, notices and legal documents pertaining to the mandate of EWSETA, and related matters, will fall within the natural course of managing and handling legal proceedings within that area of specialisation, as the case may arise.
- It is further noted that advising and representing EWSETA in litigation matters which may include, but are not limited to, the appearance at the Magistrates' Court, the High Court, the Supreme Court of Appeal, the Constitutional Court, the Competition authorities and / or other dispute resolution authorities, in the execution of its mandate, protection of its goodwill and/or acting in the best interest of EWSETA, would be anticipated, as the case may arise.
- It is further expected that bidders fully understand the regulatory framework within which the SETA operates when providing advice and managing / handling matters related to any of the below areas of specialisation.

A bidder can bid for more than one area of specialisation as per the below table:

Areas of Specialisation
<p>Area 1: Contract Law/Commercial Law/ Corporate Law/Property Law/ Information Technology Law:</p> <ul style="list-style-type: none"> • Must have commercial department with expertise in all aspects of contract management, including, but not limited to, the review and advice on contractual transactions within the SETA legislative environment dealing with any area from commercial, contract, property, SETA services, and / or Intellectual Property • Assist EWSETA with matters related to Conveyancing (Property Law) • Review policies / board charter / terms of reference of committees from time to time • Provide opinions on governance from time to time. • Provide expertise in information communications and technology law and, as such, having experience in dealing with legal issues arising from the use of intellectual property within information technology • Advising on Information Technology contracts and issues impacting upon online transactions and copyright • Draft website usage and privacy agreements • Have proven expertise in the interpretation and application of Electronic Communications and Transactions Act (No. 25 of 2002), as well as regulation of Interception of Communications and Communication-related Information Act (No. 70 of 2002), the Electronic Communications Act (No. 36 of 2005), and Telecommunications Law and Protection of Personal Information Act • Assist, advise, represent EWSETA in related litigation or dispute resolution proceedings.

- Other legal matters as they may arise.

Area 2: Labour Law / Employment Law:

- Must have a Labour Law Department with expertise including advising and representing EWSETA in all aspects of Employment/Labour Law, which includes the drafting of employment contracts; chairing of, or participation as committee member, disciplinary enquiries; labour litigation with the Commission for Conciliation, Mediation and Arbitration (CCMA) and the Labour Court.
- Manage/assist advise in dispute resolutions, disciplinary actions, unfair dismissal claims referred to the CCMA or other legal body, the Labour Relations Act 66 of 1995.
- Assist by advising, providing opinions, managing matters related to compliance regarding Human Resource, Labour and Employment Law matters.
- Advise on employment relation matters and Human Resource matters.
- Represent the EWSETA at labour courts, disciplinary hearings, facilitation, initiation and chairing at the CCMA (arbitration, mediation), and other related jurisdictions.
- Assist and advice regarding lawful and unlawful strikes, lock out, and other labour processes including organisational rights agreement.
- Any other labour law related matters

Area 3: Public Law / Administrative Law

- Must have an Administrative Law / Public Law department.
- Providing opinions related to tender enquires and/or governance related matters.
- Providing opinions or support to EWSETA regarding legislative compliance related to this area of specialisation.
- Providing legal support (by providing opinions and/or representing EWSETA) from point of request for information in line with Promotion of Access of Information Act (POPIA) up to, and including, post-litigation on tender matters or any other just administrative processes followed within EWSETA

Bidders must complete Annexure 3 by providing all the required information as per the table for evaluation purposes.

The EWSETA would like to promote transformation and development of small firms in this industry and as such the bidder must indicate on Annexure 3 with a tick (✓) the relevant category and the bidder must submit its 2022/2023 (or the latest) Financial Statements as proof of annual turnover.

4. RULES OF ENGAGEMENT

- A contract will be signed with each service provider appointed to the panel.
- The duration of the contract period will be from date of contracting up to three (3) years subject to an extension of two years at the discretion of EWSETA. The firms of

attorneys will be required to sign a confidentiality and indemnity agreement with EWSETA on being appointed to the Legal panel.

- Panel members are not guaranteed any work under this tender proposal. The basis of engaging the firms will be on an assignment basis and RFQ, as and when required.
- EWSETA will request a quotation (RFQ) for services to be rendered as and when required from the service provider in terms of the area of expertise and scope/scale required at the time of quotation.
- The EWSETA will source and award assignments on an RFQ basis, as the work arises to ensure fairness and equitability.
- A maximum of six (6) panel members to serve on the panel per area of specialisation will be appointed.
- EWSETA may in its sole discretion under specific circumstances award an assignment or any part thereof to more than one panel members.
- EWSETA reserves the right to interview panel members and review their suitability for assignments on an ongoing basis and for specific assignments.
- The panel members are required to keep the same profile team members as per bid documentation throughout the contract. Should there be changes within the firm's structure or team profile, an authorisation in writing should be sought from EWSETA.
- Progress reports from the service provider, on matters they are managing, will be required on a monthly basis, including an opinion on prospects of success, and a preliminary and final close out report and supporting documents of matters.
- Monthly progress reports and other reports on the management of the matters may not be billed for.

5. EVALUATION CRITERIA

5.1 Stage 1: Pre-Qualification Criteria

5.1.1 Submission of Compulsory Documents:

Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

5.1.1.1 Prospective bidders are required to provide proof of registration with the Central Supplier Database by submitting the Central Supplier Database (CSD) report. In case of a Joint Venture, each party must provide proof of registration with CSD.

5.1.1.2 Completed and signed Standard Bidding Documents attached to the bid.

5.1.1.3 In case of a Joint Venture, a signed written agreement between the parties which must clearly set out the roles and responsibilities of each member and

include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

5.1.1.4 The Firm or Director / Partner must submit valid Fidelity Fund Certificate

5.1.2 Non-compulsory documents

Prospective bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria may be disqualified.

5.1.2.1 Submit a valid Tax Clearance Certificate/ Tax Pin. A prospective service provider must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is, therefore, a condition of this bid that the tax matters of the bidder be in order at the time of the award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.

5.1.2.2 Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the specific goals provided that the legal entity submits a valid B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for the B-BBEE status level of contribution are not claimed and will therefore be allocated zero (0) points.

5.2 Stage 2: Technical/Functionality

Bidders must indicate the respective areas of specialisation they are applying for.

An assessment of Functionality for each discipline as per scope of work will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the bidder will be required to score a minimum of **75 points** (out of the 100 points), i.e., 75% for Functionality to proceed to Stage 3 of the evaluation process.

Upon registration of bids that meet the functionality minimum threshold, service providers on the panel will be invited to quote as when required, at which point the B-BBEE status and price points will be evaluated.

CRITERIA

Bidders are required to indicate the area of specialisation (as per the table under the scope of work) that they are bidding for. The criteria below will be applicable to each area of specialisation as depicted in the scope of work. Where a bidder is responding to multiple sections of the scope of work, it is the bidders' responsibility to ensure that the criteria is met per area of specialisation.

Criteria	Scoring	Weighted score
<p>Proposed Methodology and Approach</p> <p>The bidder must provide a clear statement (methodology) on how a typical instruction relating to the selected area(s) of specialisation will be carried out (e.g. how a litigation/investigation or legal opinion service will be provided, including resources to be allocated, applicable timelines, engagements/communication strategies with EWSETA, etc.).</p>	<p>The methodology and approach align to the scope of work, the timeframes/project plan, communication strategies are suited and tailored to the project needs = 21 - 30 points</p> <p>The methodology and approach partially align with the scope of work, the timeframes/project plan, communication strategies are suited and tailored to the project needs = 11 - 20 points</p> <p>The proposed methodology and approach is generic and minimally meets the requirements. The methodology does not meet all requirements = 1 - 10 points</p> <p>Non-submission = 0 points</p>	<p>30</p>
<p>Reference Letters</p> <p>Reference letters from different public or PSET institutions as evidence of <u>related</u> services previously successfully completed per area of specialisation applied for, as indicated in the scope of work.</p> <p>NB. Bidders must submit three or more valid reference letters per area of specialisation.</p> <p><i>The Reference Letter(s) must not be older than 5 years, must be on the letterhead of the previously serviced client, should at least reflect the name of the client, title of the related work conducted, year conducted and completed, contactable reference, and signed by the appropriate delegate. The Reference Letter must indicate the quality of the service rendered. EWSETA may contact references to confirm the contents of the reference letter.</i></p>	<p>3 and more valid reference letters attached per area of specialisation = 20 points</p> <p>2 valid reference letters attached per area of specialisation = 10 points</p> <p>1 valid reference letters attached per area of specialisation = 5 points</p> <p>No Reference Letters attached/unsatisfactory services rendered = 0 points</p>	<p>20</p>
<p>Experience and Qualifications of the Senior Director / Lead Attorney / Project leader</p> <p>Experience: Must have at least 8 years of experience in related work.</p> <p>Qualifications: Must hold a relevant degree. Must be accredited with an appropriate professional body and valid proof of accreditation</p>	<p>Experience: 8 years or more = 10 points</p> <p>Less than 8 years' experience = 0 points</p> <p>Qualifications Minimum relevant degree in related studies:</p> <ul style="list-style-type: none"> Legal panel – (LLB or similar) = 5 points 	<p>10</p> <p>5</p>

Criteria	Scoring	Weighted score
<p>must be provided e.g. Letter of good standing & Fidelity Fund certificate.</p> <p>NB. Bidders must attach certified copies of their qualifications and accreditation for the project lead should not be older than 6 months. Uncertified qualification / professional certificates <u>will not be allocated points</u>. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.</p>	<p>Non submission of relevant degree = 0 points</p> <p>Membership Valid proof of registration with relevant professional body = 5 points</p> <p>No/uncertified proof submitted = 0 points</p>	
<p>Curriculum Vitae(s) and qualifications of each of the core team members Per Area of Specialisation</p> <p>Bidder must attach brief CVs indicating minimum three years relevant experience and proof of registration with relevant professional body of at least one team member.</p> <p>NB. Bidders must attach certified copies of their qualifications and accreditation for the proposed team not older than 6 months. Uncertified qualification / professional certificates <u>will not be allocated points</u>. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.</p>	<p>Experience: 3 years post articles/qualifications experience or more = 10 points</p> <p>Less than 3 years' post articles/qualification experience = 0 points</p>	10
	<p>Qualifications Minimum relevant degree in related studies:</p> <ul style="list-style-type: none"> Legal panel – (LLB or similar) <p>Non submission of relevant degree = 0 points</p>	5
	<p>Valid proof of membership with relevant professional body = 5 points</p>	5
<p>Company profile</p> <p>The company profile should indicate the following:</p> <ul style="list-style-type: none"> Services rendered. Bidder's years of experience Geographical location Proposed team structure 	<ul style="list-style-type: none"> Services rendered by the bidder = 1 point Bidder's years of experience (at least 5 years) = 2 points Geographical location = 2 points (awarded only to those companies located and/or have operations within Gauteng Province) Organisation structure clearly indicates responsibilities of each team member = 5 points 	10
TOTAL		100

5.3 Skills Assessment / Interviews of Shortlisted Candidates

The top six (6) bidders per area who meet the minimum technical/functionality evaluation score of 75% under stage 5.2 of evaluation above may be invited to participate in the second assessment stage, being an interview session (this stage is dependent on the quality of bids received) as per the scope of work. These will be held at the EWSETA offices in Parktown, Johannesburg.

Bidders are expected to satisfy the EWSETA panellists with an overall "Satisfactory" score.

5.4 Pricing and specific goals stage

- 5.4.1 No financial proposals will be expected from bidders at this stage since this is a panel appointment, price will not be assessed, only Technical and skills assessment/interviews scores to determine/approve panellists.
- 5.4.2 EWSETA reserves the right to enter into negotiations with successful bidders on the offered price.

6. NOTES TO BIDDERS

Outlined below are basic requirements that each bid must comply with. Failure of any bid to meet any or all of these requirements may disqualify such a bid from the evaluation process:

- 6.1 A prospective bidders must ensure that that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.
- 6.2 The EWSETA will not be liable to reimburse any costs incurred by applicants in preparing their proposals.
- 6.3 Bids received late shall not be considered under any circumstances. A bid will be considered late if it arrives after 11:00 o'clock on/after the closing date.
- 6.4 EWSETA does not bind itself into making an appointment from proposals and offers received.
- 6.5 The lowest price or any quotation will not necessarily be accepted, and the EWSETA reserves the right to accept the whole or any portion of a quotation.
- 6.6 EWSETA reserves the right, at its sole discretion, to cancel this request for proposals, presentations and prices or not to make any appointment at all.
- 6.7 EWSETA will not make upfront payments.
- 6.8 Successful bidder must undertake to abide by the confidentiality undertakings contained in the agreement to be concluded.
- 6.9 The successful bidder will be informed of the outcome. A contract will only be deemed to be concluded when reduced to writing and signed by the designated responsible person of both parties (duly authorized). The designated responsible person of the EWSETA is the Chief Executive Officer or her/his written authorized delegate.
- 6.10 Please note that any plagiarism of any sort contained within any bid or any other documents submitted to the EWSETA by any bidder will result in the disqualification of the respective bidder and may potentially have legal ramifications.
- 6.11 EWSETA may request clarification or further information regarding any aspect of the bidder. The bidder must provide the requested information within forty-eight (48) hours after the request has been made; otherwise, the bidder may be disqualified.
- 6.12 Nothing, as stipulated in these Terms of Reference may be amended without the written confirmation of the Chief Executive Officer of EWSETA or his/her delegated authority.
- 6.13 Any possible staff changes during the engagement must be done in consultation and approval of the EWSETA.
- 6.14 All bidders must sign the General Conditions of Contract.

7. SUBMISSION OF BIDS

Bidders are required to submit **ONE original plus two copies and an electronic copy on a USB** of the bid document which should be hand-delivered to the following address.

EWSETA, 22 Wellington Road, Parktown, 2193

The **Bid number, Title of the bid, and name of the bidder** must be endorsed on the envelope:

Bidders are required to submit their proposals in two (2) sealed envelopes in the following format:

Envelope 1: Technical Proposal

Marked with the name of the bidder, contact details, company address, closing date, and

Titled: Technical Proposal for EWSETA Tender No: **EWSETA/RFP/03/2023-4**

Section 1 : Compliance Documents

Section 2 : Technical proposal

- a. Methodology and project approach
- b. Reference letters of previous related work performed.
- c. Experience and qualifications of lead Partner / Director
- d. Experience and qualifications of core team members
- e. Company Profile

Envelope 2: Price Proposal:

Marked with name of bidder, contact details, company address closing date, and clearly titled indicating tender number **EWSETA/RFP/03/2023-4**

It must contain the price proposal and valid BEE certificate for EWSETA Tender No: **EWSETA/RFP/03/2023-4**

8. CLOSING DATE OF PROPOSAL

A comprehensive proposal together with pricing schedule must reach EWSETA by no later than **THURSDAY 07 MARCH 2024 not later than 11H00**. Please note that no late proposals will be considered. Submissions during office hours at the reception. Bidders must sign the register.

9. TENDER VALIDITY

This RFP shall be valid for 90 days calculated from Bid closing date.

10. FRAUD HOT-LINE

EWSETA subscribes to fair and just administrative processes. EWSETA, therefore, urges its clients, suppliers and the general public to report any fraud or corruption to:

EWSETA TIP-OFFS ANONYMOUS

Free Call: 0800 611 205; Email: ewseta@thehotline.co.za Or visit their website www.thehotline.co.za

11. ANNEXURE 1 – SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

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

Full Name	Identity Number	Name of State institution

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

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.

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

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.

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

12. ANNEXURE 2 - EWSETA GENERAL CONDITIONS OF CONTRACT

General

EWSETA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

Conditions

These conditions form the basis of the contract between EWSETA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by EWSETA. No servant or agent of EWSETA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by EWSETA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract. The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. EWSETA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to EWSETA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to EWSETA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to EWSETA when accepted by EWSETA.

Rejection



If the Supplier fails to comply with his obligations under the order/contract, EWSETA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, EWSETA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to EWSETA.

In the case of service, the Supplier corrects non-conformances as indicated by EWSETA.

Warranty

Without prejudice to any other rights of EWSETA under these conditions, the Supplier warrants that the items are in accordance with EWSETA's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by EWSETA.

Indemnity

The Supplier indemnifies EWSETA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies EWSETA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by EWSETA.

Assignment and sub-contracting

The Supplier may not assign or subcontract any part of this order/contract without the written consent of EWSETA.

Termination

EWSETA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to EWSETA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of EWSETA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

Governing law

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

Bidders must complete the below table by providing all the required information for evaluation purposes:

BIDDERS NAME						
FIRM CATEGORY (Select (✓))	Small Firm Firm with an annual turnover of not more than R10 million	Tick	Medium Firm Firm with an annual turnover greater than R10 million but below R50 million	Tick	Large Firm Firm with an annual turnover greater than R50 million	Tick
Financial Statements: Note: The bidder must submit its 2022/2023 (or the latest) Financial Statements as proof of annual turnover.						
Area of Specialisation (Select (✓))				Select		
Area 1	Contract Law/Commercial Law/ Corporate Law/Property Law/ Information Technology Law					
Area 2	Labour Law / Employment Law					
Area 3	Public Law / Administrative Law					
COMPANY PROFILE						
Services Rendered		Years of Experience		Geographic Location		Page no for ref
COMPANY REFERENCES						
AREA 1						
Client Name	Title of the related work conducted			Date Completed		Page no for ref

AREA 2				
Client Name	Title of the related work conducted	Date Completed	Page no for ref	
AREA 3				
Client Name	Title of the related work conducted	Date Completed	Page no for ref	
PROPOSED RESOURCES				
Roles	Name and Surname	Years of Experience	Qualifications list	Page No
Project Lead				
AREA 1				
Roles	Name and Surname	Years of Experience	Qualifications list	Page No
Senior Counsel				
Associate Director				
Senior Associate				
Junior Associate				
Candidate Attorney				
AREA 2				
Roles	Name and Surname	Years of Experience	Qualifications list	Page No
Senior Counsel				
Associate Director				
Senior Associate				
Junior Associate				
Candidate Attorney				

AREA 3				
Roles	Name and Surname	Years of Experience	Qualifications list	Page No
Senior Counsel				
Associate Director				
Senior Associate				
Junior Associate				
Candidate Attorney				