



REQUEST OF PROPOSALS FOR APPOINTMENT TO THE NATIONAL HOME BUILDERS REGISTRATION COUNCIL'S ("NHBRC") PANEL OF ATTORNEYS FOR A PERIOD OF FIVE (05) YEARS

RFP NO.: NHBRC 01/2023

CLOSING VENUES, DATE AND TIME: REFER TO PAGE 19 OF THIS DOCUMENT.

BRIEFING SESSION

BIDDERS MUST TAKE NOTE THAT THERE WILL BE NO BRIEFING SESSION

1. TERMS AND CONDITIONS

This Request for Proposal (“RFP”) has been compiled by the NHBRC and it is made available to the Bidders on the following basis.

Bidders submitting a Bid in response to this RFP are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out herein below:

- 1.1 The Bidder must be registered on the National Treasury’s Central Supplier Database (“the CSD”) and ensure that, if it is successful, it remains so registered and further ensure that the information on the CSD is up-to-date for the duration of the contract.
- 1.2 The Bidder must ensure that it is Tax Compliant at the time of submitting its bid in response to this RFP, and if it is successful, it remains Tax Compliant for the duration of the contract. In this regard, the Bidder undertakes to provide the NHBRC with a Tax Clearance Certificate issued by the South African Revenue Services (“SARS”) on an annual basis, confirming that it is tax compliant.
- 1.3 The NHBRC reserves the right to amend, modify or withdraw this RFP or amend, modify or terminate any of the procedures or requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any person.
- 1.4 If the NHBRC amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.5 The NHBRC reserves the right to carry out site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its RFP Bid.
- 1.6 This RFP is not intended to form the basis of a decision to enter into any transaction involving the NHBRC, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.7 A Bid submitted in response to this RFP will constitute a binding offer, which will remain binding and irrevocable for a period of **90** Days from the date of submission to the NHBRC. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a binding Agreement and other related transactions/documents are concluded between the NHBRC and the Preferred Bidder.
- 1.8 The distribution of this RFP outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFP are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither the NHBRC, nor any of their respective directors, officers, employees, agents, representatives or advisors, accepts liability to any person for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.
- 1.9 Recipients of this RFP document may only distribute it to other parties whom they wish to involve as part of their Bidder consortium in submitting a Bid.

- 1.10 Neither the NHBRC nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP.
- 1.11 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the NHBRC, result in disqualification of the relevant entity.
- 1.12 Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall require the prior written approval of the NHBRC, and any failure to seek such approval from the NHBRC shall result in the NHBRC being entitled, in its sole discretion, to disqualify the relevant Bidder from any further participation in the bid process. The NHBRC shall be the sole arbiter as to what constitutes a “material change in the control and/or composition of any Bidder”, and as to what constitutes a “core member of a Bidder” for purposes of such approval. Any request for such approval shall be made to the NHBRC’s Supply Chain Management (“SCM”) in writing and shall provide sufficient reasons and information to allow the NHBRC to make a decision. The NHBRC reserves the right to accept or reject any such request for approval at its sole discretion.
- 1.13 Briefing Session: **There will be no briefing session.** The sharing of information and clarifications of issues related to this Bid, as given by the NHBRC will form part of this Bid and responses. **Refer to Section 18**
- 1.14 Any requirement set out in the RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the NHBRC, and save as expressly stated to the contrary, may be waived by the NHBRC in its sole discretion at any stage in the RFP process.
- 1.15 The NHBRC and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.16 All Bids submitted to NHBRC will become the property of the NHBRC and will as such not be returned to the Bidder. The NHBRC will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal. The Bid submitted by the bidder shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind.
- 1.17 ***The NHBRC reserves the right to accept or reject in part or completely any bid submitted, and to waive any technicalities for the best interest of the company. The NHBRC reserves the right to verify the validity of the document submitted.***
- 1.18 RFP’s shall be rejected, among other reasons, where bids are received after the closing date and time as specified in the RFP.
- 1.19 Potential service provider(s) shall be disqualified and their bids not considered among other reasons, for any of the following specific reasons:
 - 1.19.1 If the SCM Mandatory Documents are not submitted and completed as per this RFP; and/or
 - 1.19.2 The Bid contains irregularities.
- 1.20 The NHBRC reserves the right to require that any bidder provide a formal presentation of its RFP at a date and time to be determined by the NHBRC. The NHBRC shall provide all instructions and clarification regarding the purpose and scope of the presentation. All expenses must be borne by the bidder.

- 1.21 All costs associated with the preparation and submission of the Bid is the responsibility of the Bidder. The costs shall not be chargeable to the NHBRC by successful or unsuccessful Bidder.
- 1.22 This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- 1.23 In this RFP, the words “service provider”, “firm or firm of Attorneys” will be used interchangeably to refer to the bidder.
- 1.24 All Bids must be formulated and submitted in accordance with the requirements of this RFP.

2. BACKGROUND

2.1. ABOUT THE NHBRC

2.1.1. The National Home Builders Registration Council (“NHBRC”) is a regulator established in terms of section 2 of the Housing Consumers Protection Measures Act 95 of 1998 (“the Act”). Section 3 of the Act provides that the objects of the NHBRC are to:

- (a) represent the interests of housing consumers by providing warranty protection against defects in new homes;
- (b) regulate the home building industry;
- (c) provide protection to housing consumers in respect of the failure of home builders to comply with their obligations in terms of this Act;
- (d) establish and to promote ethical and technical standards in the home building industry;
- (e) improve structural quality in the interests of housing consumers and the home building industry;
- (f) promote housing consumer rights and to provide housing consumer information;
- (g) communicate with and to assist home builders to register in terms of this Act;
- (h) assist home builders, through training and inspection, to achieve and to maintain satisfactory technical standards of home building;
- (i) regulate insurers contemplated in section 23 (9) (a); and
- (j) in particular, achieve the stated objects of this section in the subsidy-housing sector.

2.2. NHBRC OFFICES

2.2.1. The NHBRC is a medium-sized organization with a staff complement of approximately 600 employees. The NHBRC’s Head Office is located in Sunninghill, Gauteng, with nine (09) Provincial Offices of varying sizes and 12 Satellite Offices which are located in the following areas:

	NHBRC OFFICE LOCATIONS	#	NHBRC OFFICE LOCATIONS
1	Head Office, (Sunninghill)	13	Eastern Cape (East London) - Satellite
2	Gauteng (Sunninghill) – Provincial	14	Western Cape (George) - Satellite
3	Kwa-Zulu Natal(Durban) – Provincial	15	North West (Klerksdorp) - Satellite
4	Western Cape (Cape Town) – Provincial	16	Limpopo (Tzaneen) - Satellite
5	Eastern Cape (Port Elizabeth) – Provincial	17	Limpopo (Modimolle) - Satellite
6	North West (Rustenburg) – Provincial	18	Mpumalanga (Witbank) - Satellite

7	Limpopo (Polokwane) – Provincial	19	Free State (Bethlehem) – Satellite
8	Mpumalanga (Nelspruit) – Provincial	20	North West (Mafikeng) – Satellite
9	Free State (Bloemfontein) – Provincial	21	Limpopo (Thulamela) – Satellite
10	Northern Cape (Kimberly) - Provincial	22	Gauteng (Pretoria) – Satellite
11	Kwa-Zulu Natal (Newcastle) - Satellite	23	Eric Molobi Innovation Hub (Soshanguve)
12	Kwa-Zulu Natal (Richards Bay) - Satellite		

3. INTRODUCTION

The National Home Builders Registration Council is mandated by the Housing Consumers Protection Measures Act, 1998 (“Act No. 95 of 1998”) to regulate the home building industry and protect housing consumers. The NHBRC ensures that it delivers on its mandate by delivering on its products and services, and the key performance indicators that are contained in the organizational scorecard.

VISION

To be the Champion of the Housing Consumers.

MISSION

To Protect the Housing Consumers and to Regulate the Homebuilding Environment.

MOTTO

Assuring Quality Homes.

STRATEGY OF NHBRC

The strategy of the NHBRC is based on the following pillars:

- To ensure that housing consumers and homebuilders are educated on their rights and obligations.
- To entrench a culture of compliance through fair and efficient enforcement mechanisms
- To research and introduce innovative products, methods and technologies within the homebuilding industry.
- To maintain a sustainable warranty fund.

4. PURPOSE OF THE BID

- 4.1. The NHBRC seeks to establish a panel of suitably qualified firms of Attorneys (“Panel of Attorneys”) to provide various legal services to the organization through a competitive bidding process.
- 4.2. The establishment of the Panel of Attorneys is not only aimed at ensuring easy access and availability of the appointed firms of Attorneys on an “as and when required” basis, but also to ensure a panel comprising of qualified law firms that will assist the NHBRC to execute its mandate in an efficient and effective manner.
- 4.3. The purpose of this bid is therefore; to outline the NHBRC’s requirements and/or criteria for the appointment of such suitably qualified firms of Attorneys to the Panel of Attorneys for a period of five (05) years.

5. LEGAL EXPERTISE AND EXPERIENCE

- 5.1. The firm of Attorneys **MUST** have a working knowledge in, amongst others, the following areas of law.

No	Category	Indicate the Firm’s area of specialty
1	Construction Law, including the Built Environment Legislative Framework;	
2	Public Finance Management Legislative Framework	
3	Information Technology Law	
4	Property Law	
5	Company Law	
6	Insolvency Law	
7	Labour Law	
8	Law of Contract	
9	Interpretation of Statutes	
10	Administrative Law	
11	Arbitration proceedings	
12	Debt Collection	
13	Access to Information Regulatory Framework	
14	Protection of Personal Information Regulatory Framework	
15	Intellectual Property Law	
16	General Litigation	

6. SCOPE OF WORK

6.1. The successful firms of Attorneys will as and when required render legal services to the NHBRC on a wide range of specialized areas, including but not limited to:

- 6.1.1. Provision of Corporate, Commercial and Regulatory Compliance legal advice;
- 6.1.2. Representing and acting on behalf of the NHBRC on litigation matters in various Courts including handling applications for Interdicts against defaulting home builders;
- 6.1.3. Reviewing, Negotiating and Drafting of Contracts;
- 6.1.4. Representing and acting on behalf of the NHBRC at the Commission for Conciliation Mediation, Arbitration, Labour Court as well as Labour Appeal Courts;
- 6.1.5. Representing and acting on behalf of the NHBRC in Arbitration and other forms of Alternative Dispute Resolution mechanisms and Quasi-Judicial Forums;
- 6.1.6. Chairing and/or representing the NHBRC during Employee Disciplinary Hearings;
- 6.1.7. Representing and acting on behalf of the NHBRC during Disciplinary Hearing of Home Builders in terms of the Act;
- 6.1.8. Investigation of Cases;
- 6.1.9. Debt Collections including recovery of monies expended by the NHBRC in respect of Remedial Works and Fines imposed by the NHBRC's Disciplinary Committee;
- 6.1.10. Legislative Review and Drafting;
- 6.1.11. Training on various pieces of legislation and any other related legal issues; and
- 6.1.12. Conducting Legal Due Diligence.
- 6.1.13. The service provider has to develop a strategy that can be used to accomplish skill transfer and development of NHBRC employees at the costs of service provider. The plan includes the resources, staffing, training, methods, milestones and tasks required to accomplish the knowledge transfer. Training materials must be provided during the skills transfer by the successful law firm.

7. DOCUMENTS TO BE SUBMITTED

- 7.1. The firm of Attorneys must also submit the following documents:
 - 7.2.1 Curriculum Vitae of the Lead Attorney and Key Staff (**together with certified copies of qualifications**) containing the following:
 - 7.2.1.1 Area of specialization within the fields stated in section 5 above;
 - 7.2.1.2 Years of experience in the identified area of specialization; and
 - 7.2.1.3 Five (5) projects undertaken in the area of specialization.
 - 7.2.1.4 Five (5) reference letters from clients whom the bidder has provided services undertaken in the identified areas of specialization as listed in section 5. The reference letter must be from 2018 to date.**
- 7.2. The Lead Attorney must have at least ten (10) years of post-admission experience in the identified area of specialization.
- 7.3. The firm of Attorneys must have a minimum of one (1) team member with at least three (3) years post-admission experience in the identified area of specialization.

NB: The Bidders must ensure that the submitted proposal is properly Index and Paginated.

7.4. Locality: The legal services will be rendered in all nine (9) Provinces of the Republic of South Africa. The bidders should indicate the Provinces which they prefer to work in since the geographic location will also be an important practical and cost-effective consideration in the allocation of work. The bidders should indicate their preferred Provinces in the table provided below:

GEOGRAPHICAL AREAS WHERE SERVICES ARE TO BE RENDERED ARE AS FOLLOWS:

Item No.	Province	Place of Business (Physical Address)	Contact Person	Office Number /Mobile Number	Email Address
1	Eastern Cape				
2	Free State				
3	Gauteng				
4	Kwazulu Natal				

5	Limpopo				
6	Mpumalanga				
7	Northern Cape				
8	North West				
9	Western Cape				

8. SPECIAL TERMS AND CONDITIONS

8.1. The following are the special terms and conditions applicable to this bid:

- 8.1.1 The appointment to the Panel of Attorneys will be for a period of five (05) years subject to performance review by the NHBRC as set out in the Service Level Agreement between the NHBRC and the successful law firm of Attorneys.
- 8.1.2 The successful firms of Attorneys will be required to sign a Service Level Agreement prior to providing the Services.
- 8.1.3 If the NHBRC and the successful firm of Attorneys do not reach consensus on the Service Level Agreement, the said firm will cease to be on the Panel of Attorneys with immediate effect.
- 8.1.4 The successful firm of Attorneys may be instructed to provide Services as and when required. While the NHBRC will use reasonable endeavors to achieve a fair allocation of work to the firms of Attorneys on the Panel, the successful firm of Attorneys acknowledges that the appointment to the Panel does not guarantee allocation of work.
- 8.1.5 The NHBRC will as and when it requires the Services, in its sole discretion, issue an instruction letter to any firm of Attorneys on the Panel of Attorneys.
- 8.1.6 The NHBRC may, in its sole discretion, instruct attorneys on a matter or any part thereof to more than one successful firm of Attorneys.
- 8.1.7 A firm of Attorneys assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the prior written consent of the NHBRC.
- 8.1.8 Where a firm of Attorneys, is required to appoint a correspondent, it shall appoint Attorneys on the Panel and the correspondent fees shall not exceed the NHBRC Tariff of Fees. In this regard, the NHBRC will provide the firm of Attorneys with the relevant details of the firm of Attorneys on the Panel who are located in the said area. Where there are no Attorneys on the Panel in a specific

area, the instructed Attorneys shall endeavor to negotiate fees, which do not exceed the NHBRC Tariff of Fees.

- 8.1.9 Service delivery levels and quality of work will be a critical factor for retaining the successful firm of Attorneys on the Panel.
- 8.1.10 The successful firms of Attorneys shall report directly to the Manager of Corporate Legal or any person delegated by the Executive Manager of Corporate Services or the NHBRC with regard to finalizing court papers, further instructions, status update reports, all administration pertaining to any particular instruction and any matters arising from this RFP.
- 8.1.11 The NHBRC shall be entitled in its sole discretion to remove a successful firm of Attorneys from the Panel of Attorneys before the expiry of the five (05) year's period by written notice for non-compliance with any continuous obligation with this RFP, applicable laws and/or breach of the Service Level Agreement and recall all the files in the firm of Attorneys' possession.
- 8.1.12 Notwithstanding the establishment of a Panel of Attorneys, the NHBRC reserves the right to procure the provision of legal services from any firm of Attorneys outside the Panel in accordance with applicable or relevant laws.

9. SOCIAL TRANSFORMATION

- 9.1. NHBRC prioritizes the procurement of goods and services from businesses owned by women, people with disabilities, military veterans, and youth.
- 9.2. The NHBRC may require a firm of Attorneys to include a female Attorney as lead Attorney on any of the matters allocated to the firm of Attorneys.
- 9.3. The successful firm of Attorneys shall, notwithstanding the above, of its volition, endeavor to allocate or ensure inclusion of female Attorneys on matters allocated by the NHBRC in order to further the objectives of social transformation
- 9.4. The successful firm of Attorneys will, as part of a social transformation imperative, also be expected to brief women, people with disabilities, military veterans, and youth. This would also be applicable in the appointment of Junior and Senior Advocates as requested from time to time. In this regard, the firm of Attorneys shall confer with the NHBRC prior to briefing of any Senior or Junior Advocate and the respective fees thereof.
- 9.5. As part of social transformation, the NHBRC may in respect of certain instructions or matters, request a firm of Attorneys to enter into a twinning agreement with a small or medium size firm of Attorneys as determined by the NHBRC from time to time.

10. TRAINING, SKILLS TRANSFER AND SKILLS DEVELOPMENT

- 10.1. The successful firm of Attorneys undertakes to provide the NHBRC with continuous legal education and training, on reasonable notice to the NHBRC, which shall include but not be limited to the provision of seminars, lectures, newsletters, workshops and regular legislative, case law and other updates. The firm of Attorneys shall provide such continuous legal education and training at no cost to the NHBRC.

- 10.2. The NHBRC may invite firms of Attorneys on the Panel to present seminars, workshops or lectures to NHBRC staff as when required.
- 10.3. The successful firm of Attorneys undertakes to contribute towards skills transfer at no additional costs to the NHBRC. Such skills transfer may take the form of but not limited to:
- 10.3.1 The absorption of NHBRC legal interns and other staff for article of clerkship to enable them towards qualification for admission as an Attorneys;
- 10.3.2 Secondment of NHBRC Legal Staff to work on certain matters together with the relevant qualified and experienced staff of the firm of Attorneys;
- 10.3.3 The firm of Attorneys must include a proposed Training and Skills transfer proposal and schedule based on the above criteria.
- 10.3.4 The Training and Skills transfer will be at the firm of attorney's costs.

11. PRICE

- 11.1. The firm of Attorneys **MUST** include their Fee Structure under the following categories:

Category	Post Admission Experience	Hourly Rate
Senior Director	10 Years and Above	R
Director	7 to 9 Years	R
Senior Associate	4 to 6 Years	R
Associate	1 to 3 Years	R
Candidate Attorney	0	R

- 11.2. The firm of Attorneys acknowledges that the firm of Attorneys Fee Structure as per the above is indicative only and not binding on the NHBRC but **MUST** be submitted with its Bid.
- 11.3. Accordingly, the successful firm of Attorneys will be remunerated for services rendered to the NHBRC, as per the Service Level Agreement, in accordance with the approved NHBRC Tariff of Fees for both litigious and non-litigious matters. The said Tariff of Fees is non-negotiable.
- 11.4. The Tariff of Fees excludes any debt recovery or collections in respect of which a Contingency Fee Agreement shall be entered into separately.
- 11.5. The NHBRC will share the Tariff of Fees with the successful firms of Attorneys during negotiation of the Service Level Agreement between the parties.

12. TECHNICAL DATA TO BE SUBMITTED BY BIDDER

12.1. Documents to be submitted

12.1.1 The bidder must submit details regarding the Projects/matters it completed in the area of specialization in the format below (Bidders can submit the below on a separate page if necessary and indicate on the form the relevant Annexure)

Name of Project	Project Description	Contract Value (incl. VAT)	Contract Duration	Start Date	End Date	Client Name	The outcome of the Project/Matter	Client Contact Telephone Number

12.1.2 The bidder must submit a reference letter for each of the projects successfully completed from the client. The reference letter must be on the client's letterhead, contactable person, and must indicate the period when the project was executed, final quality of work delivered and signed off by an authorized delegated employee of the client. **Reference letter must be from 2018 to date.**

12.2. Project Proposal

12.2.1 The bidder must provide a detailed proposal, outlining the intended/proposed approach and methodology, which clearly addresses the bid requirements as stipulated in this bid including the area of specialization and the scope of work.

13. TECHNICAL AND PRICE EVALUATION CRITERIA

13.1 In accordance with the NHBRC Supply Chain Management Policy, the bid evaluation process shall be carried out in two (02) stages namely:

13.1.1 Stage 1: Compliance check of Mandatory Requirements;

13.1.2 Stage 2: Functional Evaluation;

Stage 1: Compliance check of Mandatory Requirements

DOCUMENTS TO BE SUBMITTED		
No.	Bidders shall take note of the following bid conditions / Mandatory Submissions	Yes/No
1.	Submission of bid in an envelope MUST include one (1) Original hard copy and one (1) memory stick/USB with scanned original documents of the proposal marked (Original hard copy and memory stick/USB) and deposited into the tender box. NB: The Original hard copy submission in the envelope MUST be the same as the electronic copy. (Mandatory)	
2.	SBD1 Invitation to bid, MUST be completed and signed, failure to complete will result in the bidder being disqualified. (Mandatory)	
3.	SBD 4 (Bidders Disclosure Form, Must be completed and signed), failure to complete and signing the document will result in the bidder being disqualified. (Mandatory)	
4.	SBD 6.1 Preference claim form should be completed and signed, regardless if points are claimed or not.	
5.	Certified copy of the valid Legal Practitioner's Fidelity Fund Certificate issued in terms of the Provisions of Chapter Six (6) of the Legal Practice Act No. 28 of 2014 (Mandatory)	
6.	Certified proof of Admission for each practicing Attorney. (Mandatory)	
7.	Proof of the law firm's registration with the relevant Practice Council. (Mandatory)	
8	Letter of Good Standing for all practicing attorneys issued by the relevant Practice Council not older than six (6) months. (Mandatory)	
9.	Bidder should submit CSD (Central Supplier Database) Report/ MAAA Number	

Note: NHBRC will be using General Conditions Contract (GCC) as issued by National Treasury and SLA for the management of the contract

Stage 2: Functionality in terms of the set technical evaluation criteria

Bids must fully comply with all the Mandatory Requirements for the **Stage 1: Compliance check of Mandatory Requirements** in order to qualify for **Stage 2: Functional Evaluation** and those bids which failed to comply with all the requirements of **Stage 1** will be invalidated or disqualified from the process.

The Bidders information will be scored according to the following points systems:

The following values and formulae will be applicable when evaluating the bid

5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance

Member score for criteria

Highest points for criteria

$$\frac{\text{Member score for criteria}}{\text{Highest points for criteria}} \times \text{Weight per criteria} = \text{Total Score per criteria}$$

Item No	Evaluation Criteria	Description	Weight (%)
1.	Bidder Experience	<p>The bidder MUST have experience of services rendered and demonstrate the firm’s capacity and ability to carry instructions. Please attach a company profile that includes a list of projects that demonstrate relevant experience in 5.1</p> <p><u>Scoring Allocation</u></p> <ul style="list-style-type: none"> • 0 – 1 year experience = 0 Points • 2 -3 years’ experience = 1 point • 4 -5 years’ experience = 2 Points • 6 - 7 years’ experience = 3 Points • 8 – 9 years’ experience = 4 Points • 10 years and more experience = 5 Points 	10
2.	Client References	<p>The bidder must provide a positive written contactable reference letter indicating any work or project done or completed as listed in section 5. The reference letter must be from 2018 to date.</p> <p><u>The reference letters from the clients of a bidder MUST include:</u></p> <ol style="list-style-type: none"> 1. Company name 2. Company letterhead 3. Contact person and contact telephone numbers 	25

Item No	Evaluation Criteria	Description	Weight (%)
		<p>4. The letter must be signed by a duly authorized person</p> <p>5. Reference letters MUST indicate the period when the project was executed.</p> <p>6. Final Quality of work delivered</p> <p><u>Scoring Allocation</u></p> <p>i. 0 reference letter= 0 Points</p> <p>ii. 1 reference letter = 1 Point</p> <p>iii. 2 reference letters = 2 Points</p> <p>iv. 3 reference letters = 3 Points</p> <p>v. 4 reference letters = 4 Points</p> <p>vi. 5 reference letters and more = 5 Points</p> <p>NB: Reference letters will be inextricably linked to experience</p>	
3.	Experience and qualifications of the Lead Attorney (s)	<p>Please provide a detailed CV (outlining experience) and qualifications of the Lead Attorney who will be directly involved in providing the required services specifying areas of specialization as referred to in 5.1.</p> <p>Attached certified qualifications not older than six months. NB qualifications and experience provided MUST be the same as listed on the CV</p> <p><u>Scoring Allocation</u></p> <p>1. No experience and qualifications = 0 points</p> <p>2. 3 years' experience and below including qualifications = 1 Point</p> <p>3. 5 years' experience and below including qualifications = 3 points</p> <p>4. 10 years' experience and above including qualifications = 5 points</p>	25

Item No	Evaluation Criteria	Description	Weight (%)
4	Experience of the Team Member (s)	<p>Provide detailed CVs (outlining experience) and Certified Admission Certificate not older than six months of team members in the Firm of Attorneys.</p> <p><u>Scoring allocation</u></p> <ul style="list-style-type: none"> • No experience and No Certified Admission Certificate = 0 points • 1 year experience and Certified Admission Certificate = 1 Point • 2 years' experience and below and Certified Admission Certificate = 3 points • 3 years experience and above and Certified Admission Certificate = 5 points 	20
5	Infrastructure	<p>The bidder must submit proof of registration of the firm of Attorney's office location in the form of a copy of the lease agreement between the firm and a landlord or a Title Deed registered in the name of the firm. Where necessary, Copy of Local Municipality Tax / Utility bill</p> <p><u>Scoring Allocation</u></p> <ul style="list-style-type: none"> • No lease agreement between the firm and a landlord or a Title Deed registered in the name of the firm. Where necessary, Copy of Local Municipality Tax / Utility bill = 0 points • Copy of the lease agreement between the firm and a landlord or a Title Deed registered in the name of the firm. Where necessary, Copy of Local Municipality Tax / Utility bill submitted = 5 points 	20
SUBTOTAL			100 Points
MINIMUM QUALIFYING REQUIREMENT			80 Points

The minimum threshold for functionality is 80 points or greater out of 100 points. Bidders who fail to meet minimum threshold will be disqualified. All the bidders scoring the minimum threshold 80 points or greater on technical evaluation will be listed on the NHBC Panel of Attorneys

14 RFP SUBMISSION INSTRUCTIONS

- 14.1 All RFP documents must be sealed in a clearly marked envelope and deposited into the tender box at the NHBRC OFFICES: **Refer to page 19 of this document.**

15 AVAILABILITY OF THE RFP DOCUMENT

- 15.1 Bid documents can be downloaded on the NHBRC Website (www.nhbrc.org.za/current-tenders) from the **23 June 2023**
- 15.2 Briefing Session: **There will be no briefing session.**

16 RFP CLOSING DATE AND TIME

- 16.1 Bid documents should be marked for Attention: Supply Chain Manager, and deposited into the Bid boxes at the **NHBRC Offices. Refer to page 19 of this document for business address, closing date and time.** No emailed or faxed bids will be accepted. **The bid document should be supplied in a sealed envelope clearly marked (one (1) Original hard copy and one (1) Memory Stick/USB with scanned original documents) with the bid number and the full name of the service provider(s).**
- 16.2 **No late submissions will be accepted.**

17 VALIDITY PERIOD OF BIDS

- 17.1 All bids submitted by the bidders must be valid for a period of 90 days from the closing date specified above.

18 ENQUIRIES SHOULD BE DIRECTED TO BOTH:

- 18.1 **The administrative enquiries may be directed to:**

Department: Supply Chain Management

Contact Person: Ms.Paballo Relela, Mr.Bernard Kekana

E-mail address: Tenders@nhbrc.org.za

19 SUBMISSIONS OF PROPOSALS

- 19.1 Submission of bid **MUST include one (1) Original hard copy and one (1) memory stick/USB with scanned original documents of the proposal marked (Original hard copy and memory stick/USB) envelope and deposited into the tender box.** NB: The Original hard copy submission in the envelope MUST be the same as the electronic copy.
- 19.2 All costs and expenses incurred by the Bidder relating to the participation in, and preparation of this proposal process shall be borne by the Bidder exclusively. All documentation and manuals submitted in respect of this RFP shall be retained by NHBRC, whether or not the proposal is accepted.

20 POPIA

- 20.1 The NHBRC is committed to adhere to the Protection of Personal Information Act 4 of 2013 and the Promotion of Access to Information Act 2 of 2000. To this end, the NHBRC has published its Information Manual on its website, which regulates the manner in which NHBRC processes information.
- 20.2 The NHBRC requires the information requested in bids for the purpose set out in paragraph 2.5 of the Manual. Further, the Manual confirms that NHBRC processes the information requested in bids from prospective service providers and third parties at paragraph 3.4.
- 20.3 Bidders should note that the NHBRC is committed to securing all the information submitted from bidders, in terms of paragraph 6 of the Manual. (included on the NHBRC website)
- 20.4 Bidders are in turn required to comply with the tender requirements and when the information of third parties are required by NHBRC, bidders are by law required to obtain the consent of such third parties for the sharing of such third parties' information with the NHBRC. ”

21 CLOSING VENUE DATE AND TIME	
<p>1. Gauteng, Sunninghill Office: Business Address: 27 Leeuwkop Road Sunninghill, Johannesburg</p> <p>Closing Date and Time: 21 July 2023, 11:00am</p>	<p>6. Western Cape, Century City Office: Business Address Centennial Place, East Block, Century City Century City Boulevard Milnerton 7441</p> <p>Closing Date and Time: 26 July 2023, 11:00am</p>
<p>2. KwaZulu-Natal, Durban Office: Business Address: Suite 502, 5th Floor, The Marine 22 Dorothy Nyembe Street, Durban, 4001</p> <p>Closing Date and Time: 25 July 2023, 11:00am</p>	<p>7. Eastern Cape, Port Elizabeth Office: Business Address: 40 Pickering street Newton Park Port Elizabeth 6055</p> <p>Closing Date and Time: 26 July 2023, 11:00am</p>
<p>3. North West, Rustenburg Office Business Address: 67 Brink Street @Office Building, North Block Rustenburg 0299</p> <p>Closing Date and Time: 24 July 2023, 11:00am</p>	<p>8. Limpopo, Polokwane Office: Business Address 50 Schoeman street Standard Bank suite Building</p> <p>Closing Date and Time: 21 July 2023, 11:00am</p>
<p>4. Mpumalanga, Nelspruit Office: Business Address 14 Henshall Street Suite 201 Medcen Building Nelspruit 1200</p> <p>Closing date and time: 21 July 2023, 11:00am</p>	<p>9. Free State, Bloemfontein Office: Business Address: KPMG Building, 200 Nelson Mandela Drive, Bloemfontein</p> <p>Closing Date and Time: 25 July 2023, 11:00am</p>
<p>5. Northern Cape, Kimberly Office: Business Address :10 Olivier Street, Montreo Park, Block 2, Ground Floor (Right Wing) Kimberly</p> <p>Closing Date and Time: 24 July 2023, 11:00am</p>	