

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.



University of Venda
Creating Future Leaders

BID SPECIFICATION

PROJECT DESCRIPTION:

PANEL FOR THE PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARSON AN AS AND WHEN REQUIRED BASIS.

TENDER NO: LS/01/2021

NAME OF BIDDERS	
TENDER AMOUNT	

FOR MORE INFORMATION:

Xhanti Ben-Mazwi

Office: +27 15 962 8610

EMAIL: xhanti.benmazwi@univen.ac.za

Date:

SUBMISSION TO BID SPECIFICATION COMMITTEE FOR APPROVAL

BSC MEMBERS	SIGNATURE	DATE OF APPROVAL
Chairperson		
SCM		
Technical (End User)		
Legal Department		

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE #
1	Tender Notification	3
2	Background & Introduction	4
3	Scope of work and deliverables	4
4	Company Details	5
5	Mandatory Submissions	6
6	Technical Characteristics	8
7	Preferential Points (BBBEE)	10
8	Financial Offer Evaluation	11
9	Total Tender Points	12
10	Terms and Conditions of Tender	13
11	Conflict of Interest Declaration	18
12	Sworn Statement	20

1. Tender Notice & Invitation to Tender

The University hereby invites tenders from suitably qualified and experienced panel of service providers to render Legal Services for the University of Venda for a period of 5 YEARS on an as and when required basis.

Tender documents will be sold electronically, due to adherence to COVID-19 regulations.

A non-refundable deposit of **R1377.00** should be deposited into Univen bank account as follows:

Bank: Absa
Account Name: Univen Tender Deposits
Account Number: 1000000538
Reference: 0015615

Tender documents to be submitted at the University of Venda tender box situated at the main gate of the University, Mphephu Drive, Khoroni site.

The closing date for the submission of tender documents is the 02 November 2021 at 12H00 Midday. Any documents submitted after the closing time and date shall not be considered.

FOR ANY ENQUIRIES

Contact: Mr. X Ben- Mazwi
Telephone: 015 962 8610
Email: xhanti.benmazwi@univen.ac.za

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2. Background & Introduction

The University of Venda (hereto referred as “Univen”) is hereby inviting service providers in the legal services Industry to submit proposals for the provision of legal Services.

This document sets out the terms of reference for the appointment of a panel of service providers who will assist the University of Venda with the provision of legal services in general. The successful bidders will be appointed to form part of a panel of legal services provider for a period of 5 YEARS on an as and when services required.

The Department of Legal Services is responsible for the provision of legal services to the whole University community (staff and students). This task has in the recent past become challenging especially dealing with litigation matters, and hence this invitation of well experienced and capacitated law firms to assist accordingly, in the specialised field of Civil, Labour, Criminal and Commercial.

The objectives of the Legal Services service expected are as follows:

- To attend and finalise all cases expediently in the best interest of the Institution.

3. Scope of work and deliverables.

- General advice;
- Represent the institution at the magistrate, high, commercial and labour court;
- Provision of legal opinion/s;
- Investigations;
- Costs recovery;
- Providing of detailed report on all matters on month basis.

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

BUSINESS INFORMATION	
Title (Prof./Dr/Mr/Mrs/Ms and Surname)	
Business Trading Name (as per CIPRO)	
Previous Name of Business (if Applicable)	
PHYSICAL ADDRESS OF THE BUSINESS	POSTAL ADDRESS OF BUSINESS
CONTACT DETAILS	
Office	
Mobile	
Accounts Department	
Business Email	
Business Registration Number	
Tax Number	
VAT (if applicable)	
Do you have any previous Univen Experience? If so, elaborate.	
Authorised Signature	

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5. MANDATORY SUBMISSIONS – STAGE 1

PLEASE COMPLETE THE TABLE BELOW AND ATTACH SUPPORTING DOCUMENTS

		Y/N	Office use only
1.	Company Registration Certificate – (CK)		
2.	Valid Tax Clearance Certificate or SARS Pin		
3.	All bidders should have five years or more experience (attached admission certificate as proof)		
4.	In case of JV Agreement (where applicable), both firms should be five years or more (attach admission certificates as proof)		
5.	Comprehensive Company Profile		
6.	Proof of registration with legal practice council.		
7.	Certified ID Copies/passport of all Company Directors not older than three months		
9.	Fully Initialled & Completed tender document pages(Initial all pages of the tender document)		
10.	Signed Declaration/conflict of Interest		
13.	Trust Bank Account Confirmation Letter		
15.	Board Resolution: Certificate for authority for signature		
16.	Valid Fidelity Fund certificate in respect of all directors/ partners or principals within 36 months.		
17.	Attach Proof of Tender Document Purchase		
19.	Letter certified copy of good standing from the Legal Practice Council valid within 3 months		
21.	Valid certified copy of certificate for Right of appearance in Superior Courts, not older than three months		
22.	Compulsory briefing session		

Evaluation Criteria

- a) Total score is 195 points (100%) including where applicable
- b) If any item is not applicable to your company, indicate with “N/A”. No blank box is allowed
- c) All Suppliers are expected to score 100% at this stage in order to be considered in the next stage i.e. Technical Evaluation
- d) Points achieved at this shall not be carried to the next stage

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Evaluation Outcome	

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

6. TECHNICAL CHARACTERISTICS

**FUNCTIONALITY EVALUATION
RECRUITMENT & PERFORMANCE SPECIFICATION**

Please see table below

Skills	Number of Placements	Weighting	Points
Years of experience for the Director/s and other staff and attach letters of appointment		30	
1.	11- above letters	30	
2.	6- 10 letters	20	
3.	1-5 letters	10	
Expertise of the Project Team (Qualifications, comprehensive C.V, Admitted Attorney/Advocate (attach proof) and competency-demonstrate capacity to deliver)		25	
4.	5 or more experience	25	
5.	4-5 experience	15	
6.	1-3 experience	5	
Methodology & Implementation Plan		20	
	Approach that is logical and clear and will guarantee the required outcomes. The approach should be relevant and show basic understanding of area, in line with industry norms and practice.	20	
	Approach is not relevant but submitted	0	
Positive Written Contactable references		25	
	4 Positive written References from institution or organs of states, valid within 5 years	20	
	3 Positive written reference from institution or organs of states, valid within 5 years	10	
	2 Positive written references from institution or organ of states, valid within 5 years	5	
	1 Positive written reference from institution of Higher Education, within 5 years	5	
Locality		30	
	Regional level (Vhembe)	30	
	Provincial level	20	
	National level	10	

Total for the above is 130 points. The minimum threshold is 70 % (91 points) for functionality, service providers with less than 70% on the above set criteria will not be evaluated further.

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

DECLARATION

I, on my capacity as, declare that
 The information provided above is a true reflection of the capacity of our system.

Signature:Date:

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TOTAL SCORE	
TOTAL POINTS	...
%	

TOTAL EVALUATION

- The total (100%) score is 130 points
- Minimum score required to succeed to the next level is 70% is 91 points
- Suppliers achieving points below the set 70% shall be disqualified from further assessment
- Points accumulated at this stage shall NOT be carried forward to the next stage

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A	
TOTAL	...
% score	
RECOMMENDATION	

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

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SCORE (TD)	

7. PREFERENCE POINTS – STAGE 3

The project shall be evaluated on 80/20 and points allocation shall be as indicated below. Please tick your BBBEE level and also attach a BBBEE certificate issued by an accredited IRBA service provider or sworn affidavit

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Total preference points (PP) = (based on BBBEE level)

8. FINANCIAL STRUCTURE/OFFER (FO)- STAGE 3 (continues)

The price schedule should follow the structure as indicated below and cover 5 years contract period. There will be 10% price increase yearly on the successful service provider(s) on the subsequent 2 years.

PERSONNEL

NO	PERSONNEL	FEE	AMOUNT
2.	Lead Attorney/Advocate	Per hour	
2.	Senior Attorney /Advocate	Per hour	
3.	Junior Attorney /Advocate	Per hour	
4.	Other staff	Per hour	

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

ANCILIARY SERVICES

NO	DESCRIPTION OF SEERVICES	FEE	AMOUNT
1.	File opening	Hourly rate	
2.	Attending to file (preparations for courts/hearing)	Hourly rate	
3.	Provision (research and drafting) of legal opinion	Hourly rate	
4.	Consultation with Client	Hourly rate	
5.	Perusal of documents	Per page	
6.	Research and Drafting Heads of Argument	Hourly rate	
7.	Refresher of mind perusal	Hourly rate	
8.	Preparation for hearing	Hourly rate	
9.	Attendance of Drawing of court papers	Hourly rate	
10.	Telephonic consultation	Per minute	
11.	SMS/FAX/E-MAIL	Per page	
12.	Copies	Per page	
13.	Travelling	Per Kilometre	
15.	Fees for correspondence	Hourly rate	
16.	Appearance Magistrate Court	Hourly rate	
17.	Appearance High Court	Hourly rate	
18.	Appearance Labour Court	Hourly rate	
19.	Appearance any other Court/ tribunal	Hourly rate	
	URGENT MATTER		
22.	Appearance Magistrate Court	Hourly rate	
23.	Appearance High Court	Hourly rate	
24.	Appearance Labour Court	Hourly rate	
25.	Appearance Commercial Court	Hourly rate	
25.	Consultation	Hourly rate	
26.	Perusal of documents	Hourly rate	
27.	Preparation for hearing/trial)	Hourly rate	

Price Evaluation Criteria

The financial offer will be scored using Formula 2 (option 1) and 80/20 preference points.

$$P = 80 (1 - (P-P_{min})/P_{min})$$

Where:

P_{min} = the comparative offer (cost/technical merit) of the most favourable tender offer

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

P = the offer (cost/technical merit) of tender offer under consideration

The “P” refers to cost/technical merit point

9. TOTAL TENDER POINTS – STAGE 3

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	CATERGORIES	POINTS ACCUMULATED
1.	Preference Points (BBBEE)	
2.	Financial Offer – Price (FO)	
	TOTAL POINTS	

(TOTAL POINTS = PP+ FO)

The bidder with the highest points will be regarded as preferred bidder on condition that there is no other information that may influence the decision

10. TERMS & CONDITIONS OF TENDER

- 1) The University reserves the right to reduce or increase the total quantity of items required in the tender.
- 2) The successful tenderer will be required to allow University personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded.
- 3) Office visitation for purposes of space confirmation and staff capacity.
- 4) The highest bidder would not necessarily have to be appointed by Univen and Univen as such reserves the right to appoint any or no one at all.
- 5) No sub-service providers/sub-contracting will be allowed.
- 6) The price should be vat inclusive at 15%.
- 7) The tender submitted must remain Valid for 120 days after closing date.
- 8) All returnable documents must be in a separate file, clearly indexed and separated by marked sheets.
- 9) Initials must be on all pages in the tender document.
- 10) All proposals are to be sealed. No open proposal will be accepted.

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

- 11) All proposals are to be clearly marked with the Project number and the name of the bidder.
- 12) Each bidder to submit 2 files i.e. Tender Document and List of Returnable Documents (clearly separated by file dividers)
- 13) No tender will be considered after the closing date and time.
- 14) Under the normal practice the tender Box is opened in public soon after the closing time, however this shall not apply due to COVID-19 restrictions.
- 15) This tender relates to a panel of legal service providers.
- 16) Appointment as a successful bidders shall be subject to parties agreeing on mutually acceptable contractual terms and conditions.
- 17) In the event that parties are failing to reach an agreement, Univen reserves the right to appoint an alternative supplier.
- 18) No regret letters will be sent to unsuccessful bidders.
- 19) Any enquiry regarding this bid invitation and specification shall be submitted in writing to xhanti.benmazwi@univen.ac.za with tender number as reference or subject.
- 20) Enquiries shall only be entertained until 5 working days before the closing date of the tender
- 21) All documentation submitted in response to this tender must be in English.
- 22) Univen reserves the right to:
 - a. Extend the closing date through the same medium of communication used for invitation.
 - b. Extend tender validity period before the expiry date of the original validity period. This will be done in writing to all bidders.
 - c. Verify any information contained in the tender proposal including reference checks about prospective service providers' performance elsewhere before a tender is awarded.
 - d. Request any further documentary proof regarding any declaration.
 - e. Negotiate terms and conditions after the selection of the successful tenderer.
 - f. Cancel or withdraw this tender as a whole or in part.

- 22) The contract will be reviewed annually based on performance and good standing with the legal council.
- 23) The Service Providers will be required to provide proof that he/she has the necessary expertise, experience and knowledge in the Legal service industry.
- 24) The highest bidder would not necessarily have to be appointed by Univen and Univen as such reserves the right to appoint any or no one at all.
- 25) It will be expected that the prices will be competitive and comparable with similar enterprises.

11. PROHIBITION OF RESTRICTIVE PRACTICES

- 11.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 11.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 11.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

12. RIGHTS RESERVED

Bidders should take note that UNIVEN reserves the right to negotiate terms and conditions after the selection of the successful tender. UNIVEN reserves the right to accept any proposal submitted or reject all proposals. UNIVEN may request clarification in writing on any aspect of a response to this invitation.

13. PARENT/SUBSIDIARY COMPANY.

A Company shall be defined as a legal persona and tender documents submitted shall reflect those of the registered Company in terms of Companies Act. A Subsidiary Company tendering shall not submit Parent's Company information in terms of Company Registration, BBBEE certificate, SARS certificate and financial statements. This is not limited to Partnership, Close Corporation etc. where all members reflecting as Directors of the Company should enclose a copy of their Identify Document reflecting their share of ownership.

14. TAXES AND DUTIES

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order, i.e. a tax clearing certificate. The successful bidder will be required to register for VAT (if not yet registered).

15. VALIDITY PERIOD

Bids shall remain valid for 120 days after the tender closure date. During the validity window period of the tender, should the Tenderer withdraw this tender or is unable to meet contractual requirements, the University may exercise additional remedies available in its option, withdraw or cancel the agreement.

16. RIGHTS TRANSFERRED OR CESSATION

For the nature of this tender, the appointed bidder may not transfer or cede partly/wholly his rights to a third party.

17. ACCEPTANCE OR REJECTION OF A TENDER

The University reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The University does not bind itself to accepting the lowest tender or the tender scoring the highest points.

18. PRICES

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

19. PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000

In relation to section 37 (1) (a) (b) and s9(b)(i) of this Act.

The Bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

20. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

All bidders agree to comply and adhere to all provisions of the Protection of Personal Information Act (POPIA) No. 4 of 2013.

21. LEGITIMACY OF INFORMATION

Bidders declare information furnished in this tender to be precise, accurate and bonafide. In the event where a contract has been awarded on the strength of the information furnished by the bidder

which, after the conclusion of the relevant agreement, is proved to have been incorrect, the University may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the University as a result of the award of the contract.

22. NATURE OF SERVICE

The nature of service the University enters with the successful bidder is based on the price offered and accepted for the duration of the contract. The quoted price shall remain valid for the period of 120 days.

23. RIGHTS RESERVED TO REQUEST ADDITIONAL INFORMATION

UNIVEN reserves the right to request additional information to the bidders during its evaluation and adjudication process.

24. TERMS OF CONTRACT

The term of the contract will be for 5 YEARS reviewed annually based on performance and good standing with the Law Society. At the expiry of the contract, the contract may be extended by mutual agreement until the University invites tenderers to bid on the tender of this nature.

25. LOBBYING AND CANVASSING

No lobbying and canvassing by tenderers in any form to staff member or student of the Univen for the purposes of influencing the evaluation process and awarding of the tender, will automatically disqualify the tenderer from the evaluation process and subsequent consideration.

26. CONDITIONS OF ACCEPTANCE OF APPOINTMENT

A successful bidder on his appointment, shall furnish the following documentation:

- 1.1 Provide a draft SLA and Standard Operating Procedures.

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

1.2 The successful Service Provider must provide a Health and Safety Plan (plan of operation and conduct).

ACKNOWLEDGEMENT OF TERMS & CONDITIONS

I (*Full name/s & Surname*), on behalf of (bidder) ; acknowledge receipt and understanding of the terms and conditions of service. I further make an undertaking that should our bid be successful, we shall be entering into an SLA with Univen which include all the above Terms and Conditions.

Signed:Date:

PANEL OF SERVICE PROVIDERS FOR PROVISION OF LEGAL SERVICES FOR THE UNIVERSITY OF VENDA FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

10. CONFLICT OF INTEREST

NB: This form must be completed by the company Director or any other person with authority to sign on behalf of the company

Ibeing a bidder to supply services to University of Venda hereby declare that:

- 1) I have not tried to influence any party at Univen with any financial and/or any other interests, either directly or indirectly, in connection with this contract
- 2) No individual or group stand to benefit materially, directly or indirectly, from award of this contract for the duration of this contract
- 3) No approaches of benefits, bribes, backhanders or any other form of unauthorised benefit were either received or made or promised and will not be entertained for the duration of this contract.
- 4) In the event that any approach was or will be made, we undertake that no such approach will be entertained
- 5) Any approach of the above shall be reported immediately to the registrar at 0159628000 or the DVC Operations on 015 962 8105
- 6) Any requests for sponsorships and/or any other approach shall not be entertained and will be reported to these offices immediately.
- 7) We shall only entertain any sponsorship request if it has been made on the official letterhead of Univen and signed by a member of the Executive management of the university or the Director: Communications and Marketing

Our company hereby consent that any breach of the above will be dealt with decisively by the university in terms of its rules and will lead to the immediate termination of the agreement and recovery of costs by the university of Venda.

Signed by:on this theday of20.....

Signature:

Duly authorise the supplier/bidder to sign this declaration

DECLARATION

I, the Undersigned (name):hereby certify that the information furnished above is correct. I accept that the university of Venda through a representative may act against me should this declaration prove to be false

Signature:Date:

ID #:

Position:

Tender Reference #:

SWORN STATEMENT

I/we, the undersigned, who warrant that I/we am/are duly, authorised to do so, on behalf of the enterprise certify that:

1. The information furnished is true and correct
2. If misrepresentation to gain any benefit is established, University of Venda may in addition to any other remedy it may have
 - a. Disqualify me/us (as applicant/s)
 - b. Restrict the applicant, its shareholders and directors from obtaining business from University of Venda for a period not exceeding 5 years
 - c. In the event that a contract has been concluded, recover from the supplier all costs, losses, or damages incurred or sustained as a result of the award of the contract
 - d. Cancel the contract and claim any damages suffered by having to make less favourable arrangements after such cancellation; and
3. Univen is hereby empowered to take such steps as it may require to verify information submitted, including, but not limited to, the use of independent auditors or other experts.
4. If there are any changes to the information supplied on this form, I/we will inform Univen Supply Chain Management unit immediately

Name of Enterprise:

Signature:Position:.....

Business Address:

.....
.....

Office Telephone:Mobile:

Date:

COMPANY STAMP