NEMISA NPC
National Electronic Media Institute of South Africa

REQUEST FOR BID SERVICES

BID DETAILS

BID NUMBER: **NEMISA/2021/LEGAL PANEL/ RFP 7169**

CLOSE **Date:** **THURSDAY, 27 JANUARY 2022**
Time: **11:00**

DESCRIPTION: **Appointment of a Legal Panel to Draft contracts and Service level agreements**

BRIEFING SESSION: Yes [ ] No [X]
See Section A-1 Paragraph 2 on Bid Submission Conditions and Instructions that the Bidder needs to take note of.

DETAILS OF BIDDER

Organisation/individual: ----------

Contact person: ----------

Telephone/ Cell number: ----------

E-mail address: ----------

Non-Executive Directors: Ms Molebogeng Leshabane (Chairperson); Ms Tobeka Buswana; Mr Melvyn Lubega; Mr Lionel Ricardo Adendorf; Ms Nomonde Hlatshaneni; Prof Christian Michael Adendorff
Executive Directors: Mr Trevor Rammitlwa (CEO)
Company Secretary: Ms Fahmida Yacoob Valla

Reg no. 98/14825/08

GLOSSARY

Award	Conclusion of the procurement process and final notification to the effect to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment in terms of the Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued thereunder by the Department of Trade and Industry
Bid	Written offer in a prescribed or stipulated form in response to an invitation by NEMISA for the provision of goods, works or services
Contractor	Organisation with whom NEMISA will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
Core Team	The core team are those members who fill the non-administrative positions against which the experience will be measured.
dti	Department of Trade and Industry
EME	Exempted Micro Enterprise in terms of the Codes of Good Practice
GCC	General Conditions of Contract
IP	Intellectual Property
NEMISA	National Electronic Media Institute of South Africa (SOC) Ltd
Original Bid	Original document signed in ink, or Copy of original document signed in ink, or Submitted Facsimile of original document signed in ink
Originally certified	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
SCM	Supply Chain Management
SLA	Service Level Agreement

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages (37) of this document, which consist of the following sections:

SECTION A

Note: Documents in this section are for information to/instruction of bidders and must not be returned with bids.

- ❒ Section A 1: Bid Submission Conditions and Instructions
- ❒ Section A 2: Terms of Reference
- ❒ Section A 3: Evaluation Process/Criteria
- ❒ Section A 4: Contract Form (Rendering of Services) (Parts 1 & 2)/Letter of Acceptance/Formal Contract
  (The pro forma contract is only included for Bidders to take note of the contents of the contract that will be entered into with the successful contractor)

SECTION B

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

- ❒ Section B 1: Special Conditions of Bid and Contract: Special conditions that the Bidder needs to accept
- ❒ Section B 2: Declaration of Interest
- ❒ Section B 3: Declaration of Bidder's past SCM practices
- ❒ Section B 4: Certificate of Independent Bid Determination
- ❒ Section B 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2011
- ❒ Section B 6: Invitation to Bid
- ❒ Section B 7: Pricing Schedule (Professional Services)
- ❒ Section B 8: CV Template Guideline/Compulsory CV template

SECTION A

(This section must not be returned as part of the bid document)

BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

1 FRAUD AND CORRUPTION

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

2 BRIEFING SESSION

2.1 No briefing session will be held.

3 CLARIFICATIONS/ QUERIES

3.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or e-mail) from SCM Manager by not later than Friday, 21 January 2022. A reply will be forwarded within three (3) working days. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all Bidders by e-mail only. The bid number should be mentioned in all correspondence.

Contact details for SCM Manager:
Telephone: 011 484 0583
E-Mail: Hensonm@nemisa.co.za

4 SUBMITTING BIDS

4.1 One (1) original document must be emailed to:

Scm@nemisa.co.za

5 LATE BIDS

5.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00 or any time thereafter.

5.2 The official Telkom time, which can be observed by dialling 1026 from any phone, will be used to verify the exact closing time.

6 PAYMENTS

6.1 NEMISA will pay the Contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by the NEMISA to the Contractor.

6.1.1 The Contractor shall from time to time during the duration of the contract, invoice NEMISA for the services rendered.

6.1.2 The invoice must be accompanied by supporting source document(s) containing detailed information, as NEMISA may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the Contractor.

6.1.3 No payment will be made to the Contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to NEMISA.

6.1.4 Payment shall be made by bank transfer into the Contractor's back account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).

6.2 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.

7 GENERAL CONDITIONS OF CONTRACT

7.1 The General Conditions of Contract must be accepted. The GCC can be downloaded from the Treasury Website. Please refer to the link below:

http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract.pdf

TERMS OF REFERENCE (TOR)

Appointment of a Legal Panel to Draft contracts and Service level agreements

1. INTRODUCTION

The National Electronic Media Institute of South Africa was established as a non-profit institute for education in terms of the Companies Act (1973) and is listed as a schedule 3A public entity in terms of the Public Finance Management Act (1999).

NEMISA derives its mandate from the Department of Communications and Digital Technologies (DCDT), and its mandate is to provide creative media and digital skills to South African citizens.

1. PURPOSE

NEMISA seeks to appoint a Panel of legal attorneys/ law firms that will be responsible for the drafting of new contracts, evaluation of service level agreements and provision of legal opinions or representation when required.

2. SCOPE OF WORK

NEMISA is seeking to procure the services of qualified and experienced service providers (law firms) to assist NEMISA in rendering legal services on an ad hoc basis for specific assignments. The successful bidders will **not** be entitled to a retainer fee. Based on the quality of proposals submitted, NEMISA intends to appoint at least three (3) law firms to conclude a Service Level Agreement with to be included in the panel of legal services suppliers for a period of three (3) years. Bidders must have presence in Gauteng as the service will be required as such.

Commercial Contract Drafting

Practical knowledge is required of all spheres of commercial and public law including but not limited to knowledge and application of the standard forms of contract, including the Government Procurement General Conditions of Contract and Special Conditions of Contract. Over and above the above-mentioned standard

forms of contract, Attorneys may be required to attend to drafting, negotiation and interpretation of commercial agreements more specifically but not limited to.

- Service Level Agreements

- Memorandum of Agreements
- Bursary Agreements
- Employment Agreements
- Memorandum of Understandings

The appointed legal service providers may be required to provide legal opinions and/or represent NEMISA in various legal proceedings.

SPECIAL CONDITIONS

- Service delivery levels and quality of the work will be a measure of appointment and retention in the panel.
- A panel of attorneys assigned any work may not cede, assign, or subcontract any part thereof to any person unless with the written consent of NEMISA or as may be required by the applicable laws for instance, in cases were correspondent attorneys may be necessary.
- Fees shall be charged in accordance with the NEMISA's Service Level Agreement and milestones mentioned therein. The Service Level Agreements will be signed with the successful bidders
- NEMISA shall be entitled in its discretion to remove a firm of attorneys from the panel before the expiry of the said 3 years period by written notice and recall all the files in the possession of the said law firm.

5. REPORTING

The respective firms of attorneys will report to the Chief Executive Officer.

ALL BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED

1 EVALUATION PROCESS

1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS

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

Failure to comply with or submit any one of the following items, will render a bid non-responsive and will not be evaluated further.

Reference	Description	Compliant?	
		YES	NO
Part 1	Signed Special Conditions of Bid and Contract		
Part 2	Tax Compliance Requirements		
Part 3	Completed and signed Declaration of Interest		
Part 4	Completed and signed Declaration of Bidder's past Supply Chain Management practices		
Part 5	Completed and signed Certificate of Independent Bid Determination		
Part 7	Completed and signed Invitation to Bid		
Part 8	Completed Pricing Schedule in the prescribed format		
Part 12	Proof of registration on the CSD		
Part ??	Registration certificates (e.g. for professional bodies)		

1.2 DETERMINATION OF SCORE FOR FUNCTIONALITY

1.2.1 The evaluation criteria and weights for functionality as indicated in the table in below, will apply.

FUNCTIONAL CRITERIA	MAXIMUM TO BE AWARDED
❒ CV AND Qualification of key player (LLB Degree) ○ 5 Years or more – 5 points ○ Less than 5 years – 3 points No experience – 0	**05**
❒ Qualifications, Experience of team members and CV; (Attach qualifications and CVs of the Project Team Members) **QUALIFICATION:** **Admitted Attorneys** • 20 Years and more combined experience after completion of articles = 20 points • 15 Years and more combined experience after completion of articles = 15 points • 10 Years and more combined experience after completion of articles = 10 points	**30**

FUNCTIONAL CRITERIA	MAXIMUM TO BE AWARDED
• 2 – 5 years after combined experience after completion of articles = 5 points • Less than 2 years combined experience after completion of articles = 0 **Engagement Manager:** • 10 years' experience plus = 10 points • 5 years' experience = 5 points • Less than 5 years' experience = 3 points • No experience = 0 ❒ *Note: The project team submitted for this bid must remain the same team for the duration of the contract. If there are any changes to the team, the new team must have equivalent or more qualifications.	
❒ Bidders relevant experience and understanding of PFMA and contract management	**10**
❒ Contactable references with reference letters o Three contactable reference letters = 10 points o Less than three reference letters = 5 points o Zero references – 0	**10**
❒ Legal Opinions o 3 or more samples– 25 points o 2 samples - 10 points o 1 sample – 5 points o Zero references – 0	**25**
❒ Success rate of 5 or more cases handled in the last 2 years, list of legal matters to be submitted • 100% - 90% success = 20 points • 89% - 70% success = 10 points • 69% - 61% success = 5 points o 60% success = 3 points	**20**
Maximum total for functionality	**100**
Minimum threshold	

1.2.2 The score for functionality shall be calculated as follows:

❒ Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score for functionality.

- ❒ The score of each panel member shall be added together and divided by the number of panel members to establish the average score obtained by each individual bidder for functionality.

1.3 DETERMINATION OF SCORE FOR PRESENTATIONS

1.3.1 NEMISA will not call for presentations.

OR

1.3.2 NEMISA has decided/may decide to have compulsory presentations made either by all bidders who have obtained at least **70%** of the marks for functionality, or by the bidders ranked first to a maximum of six, but not less than the three highest scoring bidders, once the price and preference marks have been combined.

1.3.3 Presentations shall only affect the marks awarded for functionality. If NEMISA wishes to use presentations to discriminate between bidders, the evaluation criteria to be affected shall be determined in advance and due allowance made in the mark scheme and indicated in paragraph 1.2.1.

1.3.4 Points determined by the presentation will be awarded to each bidder by each member of the Bid Evaluation Committee and then an average calculated. Such score will be added to the original score for functionality.

1.3.5 A bidder will be disqualified if the combined score for functionality fails to meet the minimum threshold for functionality as per paragraph 1.341.

1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

1.4.1 Bids that score less than **70%** of the marks available for functionality will be eliminated from further consideration. Marks will therefore not be awarded for their cost proposals or for preference.

1.5 PRICE AND B-BBEE STATUS LEVEL POINTS

1.5.1 All remaining bids will be evaluated as follows:

1.5.2 The 80/20 preference point system will be applied. Points for price and B-BBEE status level certificate will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Preferential Procurement Regulations, 2017.

1.5.3 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.

1.5.4 The point scored for the B-BBEE status level certificate for each acceptable bid will now be added to the price point.

1.5.5 The Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 1.5.4 or to a lower scoring bid on justifiable grounds.

1.6 ADJUDICATION OF BID

1.6.1 The relevant award structure will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

CONTRACT FORM: RENDERING OF SERVICES

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

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

1. I/we hereby undertake to render services described in the attached bidding documents to NEMISA in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number NEMISA/2021/LEGAL PANEL/ RFP 7169 at the price/s quoted. My/our offer/s remain binding upon me/us and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

2.1 Bidding documents, viz

- ❒ Invitation to bid
- ❒ Tax clearance certificate
- ❒ Pricing schedule(s)
- ❒ Filled in terms of reference/task directive/proposal
- ❒ Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
- ❒ Declaration of interest
- ❒ Declaration of bidder's past SCM practices
- ❒ Special Conditions of Contract

2.2 General Conditions of Contract

2.3 Other (specify)

3. I/we confirm that I/we have satisfied myself as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal liable for the due fulfilment of this contract.

5. I/we declare that I/we have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)	----------	WITNESSES	
CAPACITY	----------	1	----------
SIGNATURE	----------	2	----------
NAME OF FIRM	----------	DATE:	----------
DATE	----------		

Example

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I ……..…… in my capacity as …….. accept your bid under reference number …….. dated …….. for the rendering of services indicated hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ---------- ON ----------

NAME (PRINT) ----------

SIGNATURE ----------

OFFICIAL STAMP

WITNESSES

1 ----------

2 ----------

DATE: ----------

SECTION B

This section must be completed and returned or supplied with bids as prescribed.

SPECIAL CONDITIONS OF BID AND CONTRACT
Return as Part 1

	SPECIAL CONDITIONS
1	**GENERAL**
1.1	The Bidder must clearly state if a deviation from these special conditions are offered and the reason therefor. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to the application submission.
1.2	Should Bidders fail to indicate agreement/compliance or otherwise, the NEMISA will assume that the Bidder is in compliance or agreement with the statement(s) as specified in this bid.
1.3	Bids not completed in this manner may be considered incomplete and rejected.
1.4	NEMISA shall not be liable for any expense incurred by the Bidder in the preparation and submission of a bid.
2	**CANCELLATION OF PROCUREMENT PROCESS**
2.1	This procurement process can be postponed or cancelled at any stage at the sole discretion of NEMISA provided that such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.
3	**BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA**
3.1	The Bid submission conditions and instructions as well as the evaluation process/criteria have been noted.
4	**NEGOTIATION AND CONTRACTING**
4.1	NEMISA have the right to enter into negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
4.2	Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award[1] or promise/ undertaking to award the contract.
4.3	NEMISA shall not be obliged to accept the lowest or any bid, offer or proposal.
4.4	A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties. The designated responsible person of NEMISA is the CEO.
4.5	NEMISA also reserves the right to enter into one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.

[1] See GLOSSARY.

5	**ACCESS TO INFORMATION**
5.1	All bidders will be informed of the status of their bid once the procurement process has been completed.
5.2	Requests for information regarding the bid process will be dealt with in line with the NEMISA SCM Policy and relevant legislation.
6	**REASONS FOR REJECTION**
6.1	NEMISA shall reject a proposal for the award of a contract if the recommended Bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
6.2	The NEMISA may disregard the bid of any bidder if that bidder, or any of its directors: ❒ Have abused the SCM system of the NEMISA. ❒ Have committed proven fraud or any other improper conduct in relation to such system. ❒ Have failed to perform on any previous contract and the proof exists. Such actions shall be communicated to the National Treasury.
7	**GENERAL CONDITIONS OF CONTRACT**
7.1	The General Conditions of Contract must be accepted.
8	**ADDITIONAL INFORMATION REQUIREMENTS**
8.1	During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.
8.2	No additional information will be accepted from any individual Bidder without such information having been requested
9	**CONFIDENTIALITY**
9.1	The bid and all information in connection therewith shall be held in strict confidence by Bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
10	**INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT**
10.1	Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.
10.2	This paragraph shall survive termination of this contract.
11	**NON-COMPLIANCE WITH DELIVERY TERMS**
11.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, NEMISA must be given immediate written notice to this effect. NEMISA reserves the right to implement remedies as provided for in the GCC.

12	**WARRANTS**
12.1	The Contractor warrants that it is able to conclude this Agreement to the satisfaction of NEMISA.
13	**PARTIES NOT AFFECTED BY WAIVER OR BREACHES**
13.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.
13.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.
14	**RETENTION**
14.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to NEMISA.
14.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.
15	**CENTRAL SUPPLIER DATABASE**
15.1	It is a requirement that all suppliers/ services providers to NEMISA shall be registered on the National Treasury Central Supplier Database (CSD).
15.2	Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx
15.3	Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid.
15.4	No bid will be awarded and a contract concluded with a bidder who is not registered on the CSD.
16	**FORMAT OF BIDS**
16.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.

16.2	**Bidders are to set out their proposal in the format prescribed hereunder**. This means that the proposal must be structured in the parts noted below. Information not submitted in the relevant part, may not be considered for evaluation purposes.
16.3	**Part 1: Special Conditions of Bid and Contract**
16.3.1	Bidders must initial each page and sign the last page and return the Special Conditions of bid and Contract (Section B-1). Bids submitted without a completed Special Conditions of Bid form **will** be deemed to be non-responsive.
16.4	**Part 2: SARS Tax Clearance Certificate(s)**
16.4.1	Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate proof of TCS/ PIN/ CSD number. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided. Bids submitted without any one of the above particulars, **will** be deemed to be non-responsive.
16.5	**Part 3: Declaration of Interest**
16.5.1	**Each party** to the bid must complete and return the "Declaration of Interest" (Section B-2). Bids submitted without a complete and signed Declaration of Interest **will** be deemed to be non-responsive.
16.6	**Part 4: Declaration of Bidder's past Supply Chain Management practices**
16.6.1	**Each party** to the bid must complete and return the "Declaration of bidder's past Supply Chain Management practices" (Section B-3). Bids submitted without a completed and signed Declaration of bidder's past Supply Chain Management practices **will** be deemed non-responsive.
16.7	**Part 5: Certificate of Independent Bid Determination**
16.7.1	**Each party** to the bid must complete and sign the Certificate (Section B-4).

	Bids submitted without a completed and signed Certificate of Independent Bid Determination **will** be deemed non-responsive.
16.8	**Part 6: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017**
16.8.1	Bidders must complete, sign and return the full "Preference Points Claim Form" (Section B-5) document. In addition, a valid BEE certificate must be submitted. Quotes submitted without a completed and signed Preference Points Claim Form and a valid BEE certificate will be awarded zero points for preference.
16.9	**Part 7: Invitation to Bid**
16.9.1	Bidders must complete, sign and return the full "Invitation to Bid" (Section B-6) document. Bids submitted without a completed and signed Invitation to Bid **will** be deemed to be non-responsive.
16.10	**Part 8: Pricing Schedule**
16.10.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.
16.10.2	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission (Section B-7). Bids submitted without a price or with an incomplete price, **will** be deemed to be non-responsive.
16.10.3	Rates for the first year of the contract must be firm and must be indicated in the formats prescribed. All normal operating costs and out of pocket expenses such as photocopies, telephone calls, printing, travel, etc. must be covered in the rates quoted.
16.10.4	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.
16.10.5	Fees: ❒ The budgeted days/ hours and applicable rates of all team members as per the pricing schedule.
16.10.6	Reimbursable costs
	❒ Travel ▪ Only economy class flights are to be used. ▪ Preferably Group A hire cars are to be used. In circumstances where good motivation exist, Group B hire cars may be used. The difference in cost between Group B and more expensive options, will be borne by the service provider. ▪ A rate per kilometre for the use of a personal vehicles must be quoted.

	❒ VAT: Value Added Tax must be included and shown separately.
16.11	**Part 9: Technical approach**
16.11.1	Bidders must submit a description of the methodology and approach that will be used to perform the work as set out in the Terms of Reference. This methodology and approach must demonstrate the Bidder's understanding of the requirement and also of the environment.
16.11.2	Bidders must, at least cover the under-mentioned in their technical approach and return as part of their submission:
	❒ Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems. ❒ Describe how the work will be managed. Provide an organisation chart clearly indicating: ▪ The lines of reporting and supervision within the Bidder's team. ▪ The lines of reporting between the Bidder and the NEMISA and other stakeholders, if applicable. ❒ Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions.
16.11.3	Provide a project plan of activities. In addition to providing details of the estimated number of work days for each activity, Bidders are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.
16.11.4	Please note that **Part 9** should be no longer than 20 single sided A4 pages in Arial 11 (font size).
16.12	**Part 10: Team details**
16.12.1	In this part that must be returned as part of the submission, Bidders must provide details of the team named in the previous part.
16.12.2	For each team member there must be:
	❒ A complete curriculum vitae confirming suitability for the position. A format is provided as a guideline only for the compilation of the CVs.
16.13	**Part 11: Experience in this field**
16.13.1	Bidders should provide in this part, and return as part the submission, at least the following information.

	❒ Details of contracts for similar work within the last 5 years. ❒ Contact details of a maximum of 3 organisations for which work was done.
16.14	**Part 12: Registration on the CSD**
16.14.1	In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database. Bids submitted without the required proof, **will** be deemed to be non-responsive.
16.15	**Part 13: Registration Certificates**
16.15.1	Insert any requirements for registration with professional bodies here Bids submitted without a completed and signed Invitation to Bid **will** be deemed to be non-responsive.

I/we herewith accept all the above-mentioned special conditions of the bid. If I/we do consider a deviation therefrom, I have noted those as per the instruction in paragraph 1 (General) above.

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

DECLARATION OF INTEREST
Return as Part 3

1. Any legal person, including persons employed by the State[2], or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price bid, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where –

1.1. The bidder is employed by the State; and/or

1.2. The bidder is a Management Board member of NEMISA and/or

1.3. The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Full Name of bidder or his or her representative: ----------

2.2. Identity Number: ----------

2.3. Position occupied in the Company (director, trustee, shareholder, etc[3]): ----------

2.4. Company Registration Number: ----------

2.5. Tax Reference Number: ----------

2.6. VAT Registration Number: ----------

2.6.1. The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below

2.7. Are you or any person connected with the bidder presently employed by the State? **YES / NO**

2.7.1. If so, furnish the following particulars

- ❒ Name of person/ director/ trustee/ shareholder/ member: ----------
- ❒ Name of State institution at which you or the person connected to the bidder is employed: ----------
- ❒ Position occupied in the State institution: ----------

[2] "State" means
(a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
(b) Any municipality or municipal entity;
(c) Provincial legislature;
(d) National Assembly or the National Council of Provinces;
(e) Parliament.

[3] "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

Any other particulars:

2.7.2.	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	**YES / NO**
2.7.2.1.	If yes, did you attach proof of such authority to the bid document?	**YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.3. If no, furnish reasons for non-submission of such proof:

2.8.	Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the State in the previous twelve (12) months?	**YES / NO**

2.8.1. If so, furnish the following particulars.

2.9.	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**

2.9.1. If so, furnish the following particulars.

2.10.	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**

2.10.1. If so, furnish the following particulars.

2.11.	Do you or any of the directors/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?	**YES / NO**

2.11.1. If so, furnish the following particulars.

---

3. Full details of directors/ trustees/ members/ shareholders.

Full Name	Identity Number	Personal Tax Reference No	State Employee Number/ Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) ---

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Return as Part 4

1 This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

2 The bid of any bidder may be disregarded if that bidder, or any of its directors have:

a. abused the NEMISA's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/ authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** **The database of Restricted Suppliers now resides on the National Treasury's website (www.reatury.gov.za) and can be accessed by clicking on its link at the bottom of the homepage.**	Yes ☐	No ☐
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website, (www.treasury.gov.za) by clicking on its link at the bottom of the homepage.**	Yes ☐	No ☐
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
3.3.1	If so, furnish particulars:		
3.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
3.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature Date

Position Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION
Return as Part 5

I, the undersigned, in submitting the accompanying bid:

NEMISA/2021/LEGAL PANEL/ RFP 7169 - Appointment of a Legal Panel to Draft contracts and Service level agreements

(Bid Number and Description)

in response to the invitation for the bid made by:

NEMISA

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   - ❒ has been requested to submit a bid in response to this bid invitation.
   - ❒ could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   - ❒ provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium[4] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

[4] 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.

- ❒ prices;
- ❒ geographical area where product or service will be rendered (market allocation)
- ❒ methods, factors or formulas used to calculate prices;
- ❒ the intention or decision to submit or not to submit, a bid;
- ❒ the submission of a bid which does not meet the specifications and conditions of the bid; or
- ❒ bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

10. 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.

…… ……
Signature Date

…… ……
Position Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

Return as Part 6

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE Status Level of Contributor	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good

practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;
2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor:= …… (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted? .....……%

ii) The name of the sub-contractor ……..…….……

iii) The B-BBEE status level of the sub-contractor .....……..

iv) Whether the sub-contractor is an EME or QSE

***(Tick applicable box*)**

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of the Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/ FIRM

8.1 Name of company/firm: …….

8.2 VAT registration number: …..……..……

8.3 Company registration number: ……..……..……..……

8.4 TYPE OF COMPANY/ FIRM

(*Tick applicable box*)

☐ Partnership/ Joint Venture/ Consortium

☐ One person business/ sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

……..

8.6 COMPANY CLASSIFICATION

(*Tick applicable box*)

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

8.7 Total number of years the company/firm has been in business: …..……

8.8 I/ we, the undersigned, who is/ are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/ we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a

result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. …… 2. ……	…….. SIGNATURE(S) OF BIDDERS(S) DATE: ……..… ADDRESS: ……..…….. ……..…….. ……..……..

INVITATION TO BID
Return as Part 7

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF NEMISA

BID NO	NEMISA/2021/LEGAL PANEL/ RFP 7169	**CLOSING DATE**	THURSDAY, 27 JANUARY 2022	**CLOSING TIME**	11:00
Appointment of a Legal Panel to Draft contracts and Service level agreements					

All Bidders must furnish the following particulars and include it in their submission
(Failure to do so may result in your bid being disqualified)

Name of Bidder: .....

Postal address: .....

Street address: .....

: .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

VAT Registration No: .....

TAX COMPLIANCE REQUIREMENTS (Tick applicable box)

Printed TCS ☐ SARS PIN ☐ CSD No ☐

PROOF OF B-BBEE STATUS LEVEL SUBMITTED? **YES** ☐ **NO** ☐

(Tick applicable box)

B-BBEE Status Level Verification Certificate ☐ B-BBEE Status Level Sworn Affidavit ☐

WHO WAS THE CERTIFICATE ISSUED BY? **(Tick applicable box)**

An Accounting Officer as contemplated in the Close Corporation Act (CCA)? ☐

A verification Agency accredited by the South African National Accreditation System (SANAS)? ☐

A registered Auditor? ☐

NOTE: A B-BBEE Status Level Certificate/ Sworn Affidavit (For EMEs or QSEs) must be submitted in order to qualify for preference points for B-BBEE

Contact details of Bidder's representative:

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

Confirmation

Are you the accredited representative in South Africa for the services offered by you? **YES / NO**

Declaration

I/ We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/ We confirm the availability of the proposed team members. I/ We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of Bidder: .....

Date: .....

Are you duly authorised to commit the Bidder? **YES / NO**

Capacity under which this bid is signed .....

TOTAL BID PRICE (INCLUSIVE OF VAT) R .....

PRICING SCHEDULE

Services

Return as Part 8

NAME OF RESPONDENT: .....

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF QUOTATION

PAR NO	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY
1	The accompanying information must be used for the formulation of proposals.	
2	Respondents are required to indicate a ceiling price based on the total estimated time/fees for completion of all phases and including all expenses for the project.	Amount excluding VAT R ..... VAT @ 15% R ..... Total including VAT R ..... Amount excluding VAT R ..... VAT @ 15% R ..... Total including VAT R .....
3	Period required for commencement with project after acceptance of quotation.	.....
4	Estimated person-days for completion of the project.	.....
5	Are the rates quoted firm for the full period of the contract?	.....
6	If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.	.....

CV TEMPLATE

Proposed role in the project: .....

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

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

6. **Membership of professional bodies** .....
7. **Other skills (e.g. computer literacy, etc.)** .....
8. **Present position:** .....
9. **Years within the organisation:** .....
10. **Key qualifications (relevant to the project)** .....
11. **Professional experience**

Date (From – To) (mm/yy)	
Organisation	
Location	
Position	
Description of duties	

Date (From – To) (mm/yy)	
Organisation	
Location	
Position	
Description of duties	

12. **Other relevant information (e.g. Publications)** .....
13. **References** .....