SADPMR
SOUTH AFRICAN DIAMOND & PRECIOUS METALS REGULATOR

Corner Bonaero Drive and Cote D` Azur Avenue • Jewellery Manufacturing Precinct- Building 4 • OR Tambo • SEZ Ortia SEZ Precinct 1 • Bonaero Park
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REQUEST FOR BID

RFB NO: 05 2026
DESCRIPTION: APPOINTMENT OF THE PANEL OF ATTORNEYS FOR THE PROVISION OF LEGAL SERVICES FOR SADPMR FOR A PERIOD OF FIVE (5) YEARS

The Bid must be submitted on the letterhead of your business and submitted not later than**:**
Date: 15 December 2026
Time :11H00 AM
Venue: Corner Bonaero Drive and Cote D Azur Avenue, Kempton Park 1622, South Africa Diamond, and Precious Metal Regulator

The following conditions will apply:

1. Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.
2. BBBEE certificate / BBBEE Sworn Affidavit
3. Copies of ID's & CIPC & Latest downloaded CSD full registration report.
4. Late responses will not be considered.

ISSUED BY:	**CONTACT PERSON (SPECIFICATION)**	**CONTACT PERSON (ADMINISTRATION)**
THE CHIEF EXECUTIVE OFFICER **SOUTH AFRICAN DIAMOND AND PRECIOUS METALS REGULATOR** **P.O. BOX 16001** **DOORFONTEIN** **2028** **Tel: (011) 223 7000**	**Mr. Mmoloki Makume** **E-mail:** **Mmolokim@sadpmr.co.za**	**Ms. Shalati Mabunda** **E-mail:** **Shalatim@sadpmr.co.za**

TABLE OF CONTENT

1. INVITATION OF BIDS (SBD 1)

2. DECLARATION OF INTEREST (SBD 4)

3. TERMS OF REFERENCE

4. OTHER CONDITIONS

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN DIAMOND AND PRECIOUS METALS REGULATOR					
BID NUMBER:	RFB 05 2026	CLOSING DATE &TIME:	**15 December 2026** @11:00AM		
DESCRIPTION	**APPOINTMENT OF THE PANEL OF ATTORNEYS FOR THE PROVISION OF LEGAL SERVICES FOR SADPMR FOR A PERIOD OF FIVE (5) YEARS**				
BID RESPONSE DOCUMENTS *MUST BE SUBMITTED TO THE BELOW DETAILS.*					
The Bid must be submitted on the letterhead of your business and submitted not later than: **Date: 15 December 2026** **Time :11H00 AM** **Venue: Corner Bonaero Drive and Cote D Azur Avenue, Kempton Park 1622, South Africa Diamond, and Precious Metal Regulator**					
BIDDING PROCEDURE ENQUIRIES MAY BEDIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**M Makume**		CONTACT PEOPLE	**S Mabunda**	
TELEPHONE NUMBER	**(011 223 7000**		TELEPHONE NUMBER	**(011) 223 7000**	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	**Mmolokim@sadpmr.co.za**		E-MAIL ADDRESS	**Shalatim@sadpmr.co.za**	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes☐ No☐	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes☐ No☐
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes☐ No☐ [IF YES ENCLOSE PROOF]	ARE YOU AFOREIGN BASEDSUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes☐ No☐ [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) YES☐ NO☐

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES☐ NO☐

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES☐ NO☐

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES☐ NO☐

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES☐ NO☐

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUESERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE- TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONSOF CONTRACT.

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER(PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAYRENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

(Proof of authority must be submitted e.g. company resolution) DATE:

……

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

…….

…….

3 DECLARATION

I, the undersigned, (name)…..in submitting the accompanying bid, do hereby make the following statements that I certify tobe true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangementswith any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to

2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

submit or not to submit the bid, bidding with the intention not to win the bid and conditions ordelivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening orof the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement processprior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reportedto 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 reportedto the National Prosecuting Authority (NPA) for criminal investigation and or may be restrictedfrom conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

…… ..…… Signature

Date

…… ……

Position Name of bidder

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE PANEL OF ATTORNEYS FOR THE PROVISION OF LEGAL SERVICES FOR SADPMR FOR A PERIOD OF FIVE (5) YEARS.

1. OBJECTIVE

1.1 SADPMR would like to invite suitable, qualified and a competent firm of attorneys to send proposals to be considered for inclusion on its panel of attorneys, as approved panel of Attorneys. Approved panel Attorneys imply that the selected firms are a pool, not necessarily the only contracted service provider. The panel of attorneys will be required to provide legal services to SADPMR, on an ad hoc basis.

1.2 The appointment period for the panel of attorneys is for five (5) years. SADPMR intends to appoint a panel of attorneys that will represent the entity in all its legal matters.

2. TERMS AND CONDITIONS OF CONTRACT

2.1 This Request for Proposal (RFP), as compiled by SADPMR is being made available, on the same basis to all bidders and a bidder submitting a response thereto will be deemed to do on the basis that they acknowledge and accept the terms and conditions set out below:

a) Supplier performance management is viewed by SADPMR as a critical component in ensuring value for money acquisition and good supplier relations between SADPMR and all its suppliers.

b) The successful bidder shall upon receipt of written notification of an award, be required to conclude a master services agreement (MSA) which will form an integral part of the supply agreement. This MSA will serve as a tool to measure, monitor and assess the bidder's performance and to

ensure effective delivery of service, quality and value-add to SADPMR. The scope of work shall form part of the aforementioned agreement.

3. CONFIDENTIALITY

3.1 The firms of attorneys will be required to sign confidentiality and/or indemnity agreements with SADPMR.

3.2 The bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, not to directly or indirectly disclose, or use whether for its own benefit or that of any other person's any confidential information of SADPMR including any information relating to its clients, customers, suppliers, donors, sponsors or agents.

4. INTELLECTUAL PROPERTY RIGHTS

a. All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of SADPMR.

b. A due diligence review may be conducted at the sole discretion of SADPMR at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at bidder's corporate offices.

c. Only legal practices established and registered in accordance with the provisions of the Legal Practice Act, 2014 (Act No. 28 of 2014) will be considered for this tender.

d. SADPMR does not guarantee that bidders will receive instructions in the event that they are appointed onto the SADPMR panel of attorneys.

e. All instructions to selected attorneys on the panel of attorneys shall be given, in writing, by a duly authorised representative of SADPMR.

f. SADPMR reserves the right to only consider South African Based law firms for appointment under this RFP.

g. SADPMR reserves the right to interview panel members that would have been shortlisted for specific assignments.

h. SADPMR may, at its sole discretion award an assignment or any part thereof to more than one panel member or to any legal firm not forming part of the panel of attorneys depending on the nature of the assignment.

i. The firms of attorneys may not cede or assign any part of its agreement with SADPMR nor subcontract any part of the work assigned to them without the prior written authorisation of SADPMR.

j. Successful bidders will be required to negotiate fees with Advocates before a brief is finalised. Firms of attorneys may not appoint senior counsel, unless written instructions to this effect have been received from SADPMR.

k. Payment of legal fees by SADPMR will be effected within 30 (thirty) days from date of receipt of a correct and valid invoice.

l. In the event that any conflict of interest is discovered during a particular assignment, SADPMR reserves the right to summarily cancel the services agreement and demand that all information, documents and property of SADPMR be returned forthwith.

m. A bidder shall, in the event of a sale of assets, acquisition, merger, or other change of control of a bidder after submission of a bid is achieved (Change Event), directly or indirectly, in a single transaction or series of related transactions, the bidder should secure prior written approval from the SADPMR.

n. SADPMR shall be entitled, in its discretion to remove a firm of attorneys from the panel before the expiry of the 5 (five) year's period by written notice and recall all the files in the possession of the said firm of attorneys.

o. No firms of attorneys may be involved, whether directly or indirectly, in more than one Bid in response to the RFP. A failure to comply with this requirement

may, within the sole discretion of SADPMR, result in disqualification of the relevant entity.

5. SCOPE OF WORK

a) The approved panel of Attorneys will be expected to render services on an ad hoc basis to SADPMR in the following service categories: -

ITEM	SERVICE CATEGORIES	PLEASE TICK ( )
1.	Commercial and Contract Law	
2.	Commercial and Civil Litigation	
3.	Labour and Employment Law	
4.	Constitutional Law	
5.	Administrative Law	
6.	Law related to Diamonds and Precious Metals	
7.	Corporate Law	
8.	Insurance Law	
9.	Corporate Governance	
10.	Mining and Environmental Law	
11.	Any other specialized field of law that the firm of attorney has expertise in and that is relevant to the working environment of the SADPMR	

NOTE: Bidders may submit proposals in respect of any one or a combination of the above services categories. Please indicate which service categories under **5 (scope of work)** you are bidding for. Bidders must indicate in their proposals the relevant

experience and exposure as well as the capacity of the bidder in relation to the selected service categories.

b) SADPMR intends to promote broad based transformation and development of small and medium firms in this industry and as such will appoint firms in the following categories. The bidder must indicate, in the table below, with a tick ( ) the category relevant to it:

FIRM CATEGORY	**DEFINITION**	**PLEASE TICK ( )**
Category 1: Small Firms	Firms with an annual turnover of not more than R10 million	
Category 2: Medium Firms	Firms with an annual turnover greater than R10 million but less than R50 million	
Category 3: Large Firms	Firms with an annual turnover greater than R50 million	

Note: Bidders must submit their latest financial statements as proof of their annual turnover as confirmed by an independent accountant. Small businesses with no financial history, must submit a letter from their independent accounting firm confirming their financial status and/ or projections.

c) It is SADPMR objective to promote the participation of historically disadvantaged professionals through its panel of attorneys. Bidders are requested to indicate in their proposals how they will assist SADPMR in achieving this objective.

6. SKILLS TRANSFER

6.1 The approved panel of Attorneys will be required to ensure transfer of skills to in house legal advisors of SADPMR as and when they are issued with instructions/assignments by SADPMR.

7. SUBMISSION OF BIDS

7.1 SADPMR may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 48 hours or unless otherwise indicated after the request has been made; otherwise, the bidder may be disqualified.

8. EVALUATION PHASES

The bid proposals received will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

8.1 Stage 1: ADMINISTRATIVE SCREENING REQUIREMENTS

In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the below set of requirements. Bidders who fail to comply with the below requirements may be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.

- Bid forms must be properly received on the bid closing date and specified time on the invitation, fully completed, dated, signed and initial every page of the bid.
- Invitation to Bid (SBD 1) must be fully completed.
- Submission of fully completed SBD 4 (Declaration of Interest),
- Proof of registration on the Central Supplier Database.
- Proof of Companies and Intellectual Property Commission (CIPC) Registration Documents.

NB: Any bidders who did not sign and submit any of the requested documents may be disqualified. All bidders who complied with the administrative requirements progress to the technical evaluation phase (Mandatory and functionality).

8.2 Stage 2: MANDATORY REQUIREMENTS

Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation

- Submission of certified proof of registration with the Legal practice council.
- Submission of a valid certified copy of the Fidelity Fund Certificate for each member who is a sole practitioner, partner or director of the firm of attorneys and who will attend to SADPMR's matters.
- Submission of a certified valid letter of good standing not older than 3 (three) months with the Legal Practice Council, for each attorney who forms part of the team that will attend SADPMR matters,
- Submission of a certified Firms Indemnity Certificate issued for the current year.
- Submission of Company Profile that should include the following:

a) A short history of the firm/legal practice including the opening date thereof and the practice number issued by the Legal Practice council.

b) The Company profile confirming premises from which the firm conducts its business and must include information on the availability of e-mail access, telephone facilities, printing facilities, library/research facilities and information on support staff employed by the firm.

c) The controls in place to ensure that conflict of interest will be managed effectively and to the best interest of SADPMR.

d) Any value-added services that the bidder may be in a position to offer SADPMR; and how the bidder will assist SADPMR in achieving the objective to promote participation of Black law firms and Black law professionals through its panel of attorneys.

8.3 STAGE 3 DETAIL TECHNICAL EVALUATION CRITERIA AND POINT ALLOCATION

In this phase bids that meet all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements on stage 02 progresses to stage 3 of functionality requirements.

STAGE 3: FUNCTIONALITY EVALUATION

The functionality will be scored against the following criteria.

FUNCTIONALITY: PHASE 1		
Criteria	**Sub - criteria**	**Points**
1. Company references letter	The bidder must provide a minimum of three contactable reference/recommendation letters for each service category the bidder is bidding for. • Letters should be from clients where the bidder most recently provided the relevant services. • The reference letters must be within the past 5 years. • Reference letters must be in the company letter head to include project description and duration. Less than 3 letters = 0 points 3-7 letters= 5 points 8 and more letters= 10 points.	**10**

FUNCTIONALITY: PHASE 1		
Criteria	**Sub - criteria**	**Points**
2. Company Experience	Provide a company profile showing a minimum of 5 years' experience for each service category the bidder is bidding for. 5-7 years = 5 points 7 years or more = 10 points	**10**
3. Lead Attorney: experience, knowledge and expertise	The bidder must show experience, expertise and competence of not less than ten years (10) years (post admission) of the lead attorneys in each service category the bidder is bidding for. (complete table A and attach proof of the required documents) • LA has between 10 and 12 years' experience. - 10 points • LA attorney has experience of 13 years or more- 15 points Provide / submit proof of evidence with minimum of 5 cases that the Lead Attorney represented the client in court. (complete table A and attach proof of the required documents) • LA with cases between 5 and 07- 10 points • LA with cases more than 8 - 15 points.	**30**

FUNCTIONALITY: PHASE 1		
Criteria	**Sub - criteria**	**Points**
4. Project Team: Knowledge and expertise	The bidder must demonstrate experience, expertise and competence of lawyers in the current bidders employ in the service category the bidder is bidding for including ability to conduct research. (complete table B and attach proof of the required documents) Bidder must attach a table indicating lawyers making up the project team under each service category the bidder is bidding for demonstrating in relation to the selected service category of the lawyers: • 3-5 team members- 5 points • 5 and more team members -10 points Team Experience minimum 2 years. • team members with between 2 to 5 years' experience. -5 points • team members with experience of 6 years or more-10 points	**20**

FUNCTIONALITY: PHASE 1		
Criteria	**Sub - criteria**	**Points**
5. Bidders Capacity	The bidder must provide relevant experience and exposure as well as the capacity of the bidder, lead partner, project teams in relation to the selected service categories providing the following details as per table C Provide / submit proof of evidence with minimum of 7 cases that the bidder represented the client in court. (complete table C and attach proof of the required documents) • Bidder with cases between 7 and 09- 10 points. • Bidder with cases between 10 and more-20 points.	**20**
6. Proof of address	Bidder must provide proof of their physical address where they are operating. The following acceptable proof must be provided: • Municipal bill • Rates and Taxes • water and lights invoice/statements • valid lease agreement not older than three months. Any copy supplied must be certified and the certification must not be older than six months. Proof of physical address (less than 3 months or valid lease agreement) and certified = 10 points.	**10**

FUNCTIONALITY: PHASE 1		
Criteria	**Sub - criteria**	**Points**
Total Points		**100 Points**

NB: BIDDERS WHO HAVE SCORED 70 AND ABOVE POINTS WILL BE CONSIDERED TO FORM PART OF THE PANEL.

9. OTHER CONDITIONS

9.1 Bidders must submit an original bid and one (1) copy of the technical proposal plus an electronic copy on a USB.

9.2 SADPMR reserves the right to end the contract at any stage in accordance with the General Conditions of Contract.

9.3 SADPMR reserves the right not to appoint any bidder.

9.4 Any enquiries must be referred, in writing, to the specified person.

9.5 Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal.

Returnable Table (A)

BIDDER'S LEAD ATTORNEY'S EXPERIENCE:

Table (a) details the lead attorney's current and past experience in the service categories the bidder is bidding for.

	Years of experience post admission	Position / Designation	Qualifications	Admission as attorney (yes/no)	Relevant Experience	
					Projects / matters worked on and relevant period	Description of services rendered and extent of the lead attorney's responsibility

Returnable Table (B)

BIDDER'S LIST OF TEAM MEMBER'S EXPERIENCE:

Table (b) list of the team member's current and experience in the service categories the bidder is bidding for

Name	Years of experience post admission	Position / Designation	Qualifications	Admission as attorney (yes/no)	Research conducted	Relevant Experience	
						Projects / matters worked on	Description of services rendered and extent of attorney's responsibility

Returnable Table (C)

BIDDERS CAPACITY

Table (c) details of the bidder's current and past experience in the service categories the bidder is bidding for. Provide citation of cases that were handled as a proof of the service provided to the client.

Client Name	Transaction Description	Transaction Value	Project period (Start and end Dates)	Description of service performed and extent of Bidder's responsibilities

OTHER CONDITIONS FOR BIDDING AND SPECIAL CONDITIONS OF CONTRACT

10. DISQUALIFICATION OF BIDS

10.1 SADPMR reserves the right to disqualify any bid at any stage of the procurement process where:

a) The bidder fails to submit any mandatory document, declaration, schedule, certificate, or information required in terms of the RFP or bid documentation;

b) The bid fails to comply with the mandatory requirements, specifications, terms, or conditions stipulated in the RFP;

c) The bid contains information that is false, inaccurate, misleading, incomplete, fraudulent, or intended to misrepresent any material fact;

d) The bidder has obtained, attempted to obtain, or benefited from confidential or proprietary information not made available to all bidders, whether directly or indirectly, through unlawful, fraudulent, unethical, or improper means;

e) The bidder engages in any conduct that compromises the fairness, transparency, competitiveness, or integrity of the procurement process.

10.2 Disqualification in terms of this clause shall be without prejudice to any other rights or remedies available to SADPMR in law, including the recovery of damages, cancellation of any award, termination of any resulting contract, and reporting of the matter to the relevant regulatory or law enforcement authorities.

11. RIGHTS RESERVED BY SADPMR

11.1 SADPMR reserves the right, at its sole discretion, to cancel, suspend, withdraw, or terminate this bid process at any stage, including after the closing date, after presentations have been made, after bids have been evaluated, or after preferred bidders have been notified of their status.

11.2 SADPMR reserves the right to negotiate with one or more preferred or reserved bidders regarding any aspect of their bids, including pricing, terms and conditions, without offering the same opportunity to any other bidder.

11.3 SADPMR may accept a bid in whole or in part and may award the contract to one or more bidders.

11.4 SADPMR reserves the right to award the contract to a bidder whose bid is not the lowest priced bid and/or who is not the highest scoring bidder, provided that such award is made in accordance with applicable legislation, procurement prescripts, and the best interests of SADPMR.

11.5 SADPMR reserves the right to negotiate pricing during the contract period where goods or services become available at more competitive market-related prices. Where the contracted supplier is unable or unwilling to match such pricing, SADPMR reserves the right to procure such goods or services outside the contract, subject to applicable procurement requirements.

11.6 SADPMR reserves the right to conduct site inspections, due diligence investigations, product evaluations, explanatory meetings, reference checks, or verification exercises at the bidder's premises, client sites, or any other location deemed necessary, either before or after adjudication.

11.7 SADPMR reserves the right to request any additional information, agreements, supporting documents, or clarifications necessary to verify information submitted by bidders.

11.8 SADPMR reserves the right to correct any errors, omissions, ambiguities, or inconsistencies in the bid documents or bid process at any stage.

11.9 SADPMR reserves the right to amend bid specifications, conditions, validity periods, or closing dates before the bid closing date. Such amendments shall be communicated to bidders through appropriate channels.

11.10 The bidder consents to SADPMR conducting background checks, including but not limited to financial, legal, regulatory, criminal, reference, and FICA verification checks on the bidder and its directors, members, trustees, shareholders, partners, and key personnel.

11.11 No bidder may directly or indirectly canvass, influence, or attempt to influence any employee, official, advisor, or representative of SADPMR regarding the outcome of this bid.

11.12 All enquiries relating to this bid must be submitted in writing to the designated contact person(s) identified in the bid documentation.

12. BIDDER UNDERTAKINGS

12.1 By submitting a bid, the bidder undertakes to provide the goods and/or services described in its bid response in accordance with the specifications, terms, and conditions contained in this bid document.

12.2 The bidder shall remain bound by its bid for the validity period stated in the bid documentation.

13.3 The bidder confirms that it has satisfied itself as to the correctness and completeness of its bid and that the prices quoted include all costs, obligations, and liabilities necessary for the proper performance of the contract.

13.4 Any errors, omissions, or miscalculations in the bidder's pricing shall be for the bidder's sole account and risk.

13.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations arising from the resulting contract and any Service Level Agreement concluded with SADPMR.

13.6 The bidder shall be prepared to make presentations, demonstrations, or clarifications if requested by SADPMR.

14. BIDDER DECLARATIONS

14.1 The bidder declares and undertakes that it shall:

a) Act honestly, fairly, transparently, and with due skill, care, and diligence in its dealings with SADPMR;

b) Maintain the necessary resources, personnel, systems, and expertise required to perform the services;

c) Avoid conflicts of interest and disclose any actual or potential conflicts immediately upon becoming aware thereof;

d) Comply with all applicable laws, regulations, codes, and industry standards;

e) Make full and accurate disclosure of all material information relevant to the bid and resulting contract;

f) Refrain from fraudulent, misleading, deceptive, or unethical conduct;

g) Conduct its business in a manner that promotes the interests of SADPMR and supports good governance principles; and

h) Protect all information obtained from SADPMR and not disclose or use such information without prior written consent.

15. PREVIOUS EXPERIENCE AND DUE DILIGENCE

15.1 Where required in the bid specifications, bidders shall submit signed reference letters from current and/or previous clients demonstrating successful delivery of similar services.

15.2 Reference letters should, where applicable, indicate:

a) Contract value;

b) Contract period; and

c) Industry or sector in which the services were rendered.

15.3 SADPMR reserves the right to conduct due diligence investigations and independently verify all information submitted by bidders.

16. FRONTING

16.1 SADPMR supports Broad-Based Black Economic Empowerment and condemns any form of fronting practice.

16.2 SADPMR may investigate any bidder where there is reason to believe that fronting practices exist.

16.3 Where indicators of fronting are identified, the bidder shall be required to provide satisfactory evidence to refute such findings within the period stipulated by SADPMR.

16.4 Failure to provide satisfactory evidence may result in disqualification, termination of any resulting contract, reporting to relevant authorities, and restriction from conducting business with organs of state.

17. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

17.1 SADPMR reserves the right to disqualify any bidder that:

a) Engages in collusive tendering or anti-competitive conduct;

b) Seeks unlawful assistance or preferential treatment from SADPMR officials or representatives;

c) Offers, solicits, or accepts gifts, inducements, gratuities, commissions, or any other benefits intended to influence procurement decisions;

d) Provides false, misleading, or fraudulent information;

e) Has engaged in corrupt, unethical, or unlawful conduct in relation to any public procurement process; or

f) Has been convicted of fraud, corruption, forgery, or related offences.

18. MISREPRESENTATION

18.1 The bidder acknowledges that SADPMR relies upon the representations, warranties, and information contained in its bid when making an award decision.

18.2 Any material misrepresentation, omission, or false statement may result in disqualification, termination of the contract, recovery of damages, and any other remedies available in law.

18.3 In the event of any inconsistency between the bidder's proposal and the signed Service Level Agreement, the Service Level Agreement shall prevail.

19. PREPARATION COSTS

19.1 All costs associated with the preparation, submission, presentation, demonstration, clarification, or negotiation of a bid shall be borne solely by the bidder.

19.2 SADPMR shall not be liable for any expenses, losses, damages, or costs incurred by any bidder in connection with participation in this bid process.

20. INDEMNITY

20.1 The bidder indemnifies and holds SADPMR harmless against any losses, damages, claims, costs, or expenses arising from the bidder's breach of these bid conditions, including costs associated with investigations, re-evaluation processes, confidentiality breaches, or infringement of intellectual property rights.

21. PRECEDENCE

21.1 This document shall take precedence over any oral communication or information provided during briefing sessions or meetings.

21.2 Any amendment to this document shall only be valid if issued in writing by SADPMR.

22. LIMITATION OF LIABILITY

22.1 Participation in this bid process is entirely at the bidder's own risk and cost.

22.2 SADPMR shall not be liable for any loss, damage, expense, or claim arising from or related to a bidder's participation in the bid process.

23. TAX COMPLIANCE

23.1 No award shall be made to a bidder that is not tax compliant.

23.2 SADPMR reserves the right to withdraw an award or terminate a contract where it is established that the bidder was not tax compliant at the time of award, submitted fraudulent tax information, or becomes non-compliant during the contract period.

24. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

24.1 No award shall be made to any bidder listed on the Register of Tender Defaulters or the List of Restricted Suppliers maintained by National Treasury.

24.2 SADPMR reserves the right to withdraw an award or terminate a contract should a bidder be placed on any such register or list at any stage.

25. GOVERNING LAW

25.1 This bid process and any resulting contract shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

25.2 The parties submit to the jurisdiction of the courts of South Africa in respect of any dispute arising from this bid or any resulting contract.

26. RESPONSIBILITY FOR SUB-CONTRACTORS

26.1 The bidder shall remain fully responsible and liable for the acts, omissions, and performance of its employees, agents, representatives, and approved sub-contractors.

26.2 The appointment of any sub-contractor shall not relieve the bidder of any obligation under the contract.

27. CONFIDENTIALITY AND PROPRIETARY INFORMATION

27.1 All information contained in or relating to this bid process shall be treated as confidential.

27.2 Bidders shall not disclose, reproduce, distribute, publish, or otherwise make available any information relating to this bid without the prior written consent of SADPMR, unless required by law.

27.3 All bid documents and information supplied by SADPMR remain the property of SADPMR and must be returned upon request.

27.4 Bidders shall ensure that all confidential information obtained from SADPMR is protected against unauthorised access, disclosure, or use.

27.5 The bidder shall declare that it has not had access to any SADPMR proprietary information or any information that may have unfairly advantaged it over other bidders.

28. AVAILABILITY OF FUNDS

28.1 The continuation of any resulting contract shall be subject to the availability of funds.

28.2 Should funding become unavailable, SADPMR reserves the right to suspend or terminate the contract, in whole or in part, upon written notice to the contractor.

28.3 The contractor shall be entitled to payment for services properly rendered up to the effective date of suspension or termination.