

REQUEST FOR PROPOSAL: WR/CORP/___/2021

TERMS OF REFERENCE FOR THE APPOINTMENT OF PANEL OF ATTORNEYS FOR THE WEST RAND DISTRICT MUNICIPALITY (WRDM)

I REQUEST FOR PROPOSAL: PANEL OF ATTORNEYS

The West Rand District Municipality (WRDM) hereby invites proposals from experienced firms in response to this Request for Proposals (“RFP”) to provide various legal services to the WRDM.

The WRDM will not provide reimbursement for any expenses incurred in connection with this RFP, including the costs of preparing the response, providing any additional information and attending an interview.

All material submitted in response to this RFP will become the sole property of the WRDM. The WRDM expressly reserves the right to utilize any and all ideas submitted in the proposals received, unless covered by legal or proprietary rights.

Physical inspection and interviews of the qualifying firms may be conducted at the WRDM’s discretion on a specific day or days to be disclosed later in the RFP process. All qualifying firms will be notified of the proposed interview / inspection date(s) in advance.

II APPOINTMENT PERIOD

The term of your appointment to the panel of external legal advisors, will be a period of 3 (Three) years and reviewable after 18 (eighteen) months. The WRDM, may, in its sole discretion, terminate the appointment at any time during that term.

III SCOPE OF SERVICES

- 1) The WRDM expects from time- to-time to require legal advice, assistance and representation in a number of areas, as specified below. While the WRDM has a competent in-house Legal Unit with experience in many of these areas, we seek to augment our existing capabilities, by being able to draw upon the resources of outside Legal expertise when needed and as

issues arise. It is expected that the appointed firms shall, at all times, provide the services diligently and in a professional manner.

- 2) The firms selected should have demonstrable qualifications and experience to handle legal work in the following practice areas:

1. Corporate:

Services would be expected to include:

- a) Advising the WRDM with respect to its rights and obligations under its various operating and other agreements;
- b) Advising the WRDM in connection with potential disputes arising out of its various operating and other agreements;
- c) Advising the WRDM with regard to possible acquisitions, sales, joint ventures and incidental matters;
- d) Advising the WRDM with respect to compliance and corporate governance issues.

2. Land Transactions:

Advice on and handling of land transactions, including but not limited to:

- a) Acquisitions and dispositions involving, e.g. rights-of-way, leases, licenses, and transfers with respect to land, buildings; and
- b) Resolution of issues or disputes over property rights and related responsibilities.
- c) Land Restitution; and
- d) Evictions;

3. Litigation

Advice on and handling of various issues, including but not limited to:

- a) General Liability – such as personal injury, property damage, professional liability, labour issues, workmen’s compensation;
- b) WRDM – customer relations;
- c) Conduct of litigation and watching briefs;
- d) Settlement negotiations;
- e) Town Planning Litigation;

- f) Labour Matters
- g) Environmental matters; and
- h) Infrastructure project management

4. Conveyancing:

- a) Preparation and completion of security documentation e.g. Notarial leases;
- b) Perfecting securities including registration of documents and other interests.
- c) Advising on and effecting realization of securities including foreclosures, sales, receivership, etc.

5. Legislation:

- a) Legislative drafting and review
- b) Policy formulation;
- c) Drawing of Agreements

5.1.1 The Firm shall exercise all reasonable skill, care and diligence in discharging these obligations in terms of the agreement and shall comply with all Prevailing Legislation relating the rendering of the Services.

5.1.2 The Services will be rendered in a timely manner as each request for services requires, and the firm will use reasonable endeavors to adhere to the time limits agreed to the time limits agreed upon instructions are furnished.

5.1.3 The firm will be expected to respond to any issue raised by telephone, fax or mail within 24 hours and to any issue raised in any letter or similar manner within 48 hours;

5.1.4 Where no time limits are agreed to, the services will be rendered within a reasonable period and where necessary, in accordance with Prevailing legislation.

6. Debt Collection

- 6.1.1 The firm will be expected to respond to any issue raised by telephone, fax, or e-mail within 24 hours and to any issue raised in any letter or similar manner within 48 hours;
- 6.1.2 Failure to render Services within a reasonable time shall be regarded as non-performance and may lead to termination of the mandate.
- 6.1.3 The Firm shall not settle any claim or litigation by or against the WRDM without the necessary consultation with the WRDM, which authorization shall be in writing.
- 6.1.4 The firm shall comply with the debt collection protocol as shall be agreed between the parties

7. Commercial and Contract Law

8. Company Law

7. PROPOSAL REQUIREMENTS

The Following is a list of the information to be provided by the Proposer for legal services sought. A proposal that does not include information required below may be deemed non-responsive and subject to rejection.

In setting forth its qualifications, each Firm shall provide, concise but adequate detail of the information sought below.

8. MANAGEMENT AND QUALIFICATIONS

8.1 The firm should be in the capacity to handle the volume of work that the WRDM may instruct them on at any relevant point in time. It is therefore crucial not to appoint one-person person practices in areas of specialty involving large volumes of work as their (in) capacity may prejudice the WRDM's services objectives.

8.2 Only law firms which are registered with the Law Society will be considered and or/or appointed. Firms should attach proof of registration.

8.3 Description of the management and personnel structure of the firm detailing the number and identity of partners, associates, assistants and law clerks.

8.4 Describe the legal services which your firm could provide to the WRDM.

8.5 The firm must state the names of the partners and associates who would be assigned to the WRDM's account in each practice area, describe the expected services to be provided by each, provide their resumes including a brief summary of any notable cases, transactions issues and/or matters handled by them which you feel demonstrate the nature and extent of their expertise. Describe their anticipated commitments to other clients during the next 12 months.

8.6 Describe your firm's experience related to the services to be provided in response to this RFP, including a brief summary of any notable cases, transactions, issues and/ or matters handled by your firm's expertise and reputation.

8.7 Firms seeking to provide corporate services should specifically provide descriptions of the firm's involvement, if any with the following: any Municipality or Government Institution during the past five years, including acquisitions sales and joint ventures that are relevant to this RFP.

8.8 Identify the nature of any potential conflict of interest your firm might have in providing services to the WRDM.

8.8.1 Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the WRDM. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.

8.8.2 Each firm must certify in writing that its representation of the WRDM will not create any conflict of interest involving that firm.

8.9 Identify any past, pending or threatened litigation or proceedings to which you or any of your partners are or were a party and which may affect your reputation and/or could either materially impair your ability to

perform the services envisaged herein and for which this RFP was issued, or will and/ or could either materially impair your ability to perform the services envisaged herein and for which this RFP was issued, or will and/or might materially adversely affect the financial condition of your firm.

8.10 Provide the WRDM with copies of the following information;

- a) Copy of lease agreement of premises or other right to occupy the premises,
- b) Copies of valid practicing Certificates (fidelity certificate) for the persons that will be handling the WRDM's work;
- c) Letter of good standing from the law Society.

A. Mandatory Requirements

NO.	DESCRIPTION	COMPLY (✓)	NOT COMPLY (✓)
1.1.	Fidelity Fund certificate issued in terms of the Attorneys (Act No.53 of 1979 as amended).		
1.2.	Proof of registration with the relevant Law Society.		
1.3.	Letter of good standing with the relevant Law Society not older than six (6) months.		

Mandatory

8.10 Curriculum Vitae of the Lead and Key Staff and certified copies of qualifications as well as their speciality within the fields stated in paragraph 3 above. The Curriculum Vitae must include the following:

8.10.1 area of speciality

8.10.2 years of experience in the identified areas (s) of speciality (key staff, except candidate attorneys must have at least 2 (two) years' experience in law.

8.10.3 Number of projects undertaken in the area of speciality in the last two (2) years

8.11 The Lead Attorney must have at least seven (7) years' post admission experience in identified area (s) of speciality.

8.12 The hourly rates from Director to Candidate Attorneys.

8.13 Three reference letters from clients whom the bidder has provided services similar to the identified areas of speciality in the last two (2) years.

8.14 Locality, i.e. the business (and postal address) address where the bidder conducts its business including other regional offices within the Republic of South Africa.

8.15 Skills transfer strategy and implementation plan:

8.15.1 The bidder should demonstrate an approach and methodology of how the firm will transfer skills to the WRDM employees.

9. FEE PROPOSAL

Proposals shall include the following:

1. Statement of any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate it from other Proposers and make your firm's services more cost effective for the WRDM.
2. Notwithstanding the rates of the Firm reflected in its proposal issued:
 - 2.1 Billing rates and disbursement rates that will be negotiated and agreed upon by the parties prior to conclusion of the specific Service from time to time;

- 2.2 In unique circumstances dependent on the nature of a particular Service, billing rates and disbursements rates shall be negotiated and agreed upon at the outset of a specific Service Request;
- 2.3 The Firm acknowledges that amount of work, if any that will be instructed to attend will be inter alia on these rates;
- 2.4 The WRDM will only pay for disbursements, in addition to agreed rates that have only been incurred. Proof of all disbursements must be attached to the statement of account;
- 2.5 The law firms shall be entitled to a day fee not in excess of seven hours per consultation and appearance;
- 2.6 The firm shall not charge the WRDM for travelling and waiting time, save for travelling done outside the province;
- 2.7 The fee notes submitted shall be on an itemized form, clearly indicating the actual work done, time spent, date, the person who attended such work and the fee charge for each item;
- 2.8 The firm may submit interim bills to the WRDM at appropriated intervals during the course of each matter as appropriate and generally at the time when a particular phase of the matter has been completed;
- 2.9 Whether or not your firm will receive any portion of the costs awarded to the WRDM in any matter will be at the sole discretion of the WRDM.
- 2.10 The firm shall promptly advise the WRDM of any award of costs against it or in its favor in any matter;
- 2.11 The WRDM shall exercise its best endeavors to settle any invoices sent to it by the firm within 30 days of receipt of same. The firm will not be entitled to charge interest on any unpaid bills unless specifically agreed with the WRDM;
- 2.12 The firm shall advise the WRDM of the most convenient mode of payment entails any bank charges, those charges will be for the firm's account and the WRDM will have no liability to meet those charges;

2.13 In the event that the municipality asks your firm to cease work in relation to any matter, the firm will be entitled to payment of the reasonable fees up to cessation of work on the matter; and

2.14 The fees agreed thereto shall be reviewed annually based on the CPIX.

10. TECHNICAL EVALUATION CRITERIA

The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.

Failure to score the minimum of 40 points out of 50 points will lead to non-compliance and bidders will be rejected after this phase and not continue for price scoring. If any criterion is rated zero points, the tenderer will be rejected, even if the required 40 out of 50 points are achieved.

For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned.

These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

Evaluation Criteria	Score		
Capacity and experience of the proposed team			
a) Demonstrate ability in identified scope of specialty. Experience as reflected in similar projects (5 key projects completed in the last 5 years) Indicate the following in the form of a table which should cover area of specialty, description of the project, value of the contract, name of client and client contact person, period of the contract, start and end date. Instruction letters for specific cases (not only appointment	25	<i>(5 points for every qualifying project, to a maximum of 25 points)</i>	

Evaluation Criteria	Score
<p>letter on panel of attorneys) must be submitted for each project</p> <p>b) A minimum of five reference letters from contactable municipal clients for similar work completed (projects and not only appointment on panel of attorneys). Reference letters must refer to specific projects completed and indicated the satisfaction rating of the municipal client with the work completed</p>	<p>5 <i>(1 point per qualifying reference letter, to a maximum of 5 points)</i></p>
<p>c) Indicate the lead attorney/s responsible for instructions from the WRDM and the project of serving on the panel of attorneys of the WRDM. Indicate the field of specialty of the lead attorney/s. Provide detailed CVs and certified copies of qualifications of lead attorney/s who will be directly involved in providing the required services specifying areas of specialty as referred to in the Scope of Works. The lead attorneys must have at least seven (7) years post admission working experience in identified areas of specialty.</p> <p>d) Provide detailed CVs of team members and certified copies of qualifications specifying areas of specialty as referred to in the Scope of Works. The team members must have at least two (02) years minimum post admission working experience in identified areas of specialty.</p>	<p>10 <i>(4 points for info of lead attorney, 4 points for CV and qualifications, 2 points for years of experience)</i></p> <p>5 <i>(2 points for CVs, 2 points for qualifications and 1 point for experience)</i></p>

Evaluation Criteria	Score
<p>Capacity and experience of the firm</p> <p>The Service Provider should demonstrate the capacity and experience of the firm in demonstrating that at least 5 similar projects with municipalities have been completed successfully within the last five year. Letters of reference from such municipalities must be submitted</p>	<p>5</p> <p><i>(0 points if less than 5 similar projects)</i></p>
Total	50
Threshold Score	40

All information and particulars necessary to properly evaluate the tender must be furnished on the submission. Incomplete particulars and documents required to substantiate the Company’s claim or insufficient documentary proof thereof will be construed to mean that the Company is forfeiting the evaluation points in that regard.

11. PROPOSAL INSTRUCTIONS AND CONDITIONS

A. Limitations

1. This RFP does not commit the WRDM to award a contract, pay any costs incurred in the preparation of response, or procure or contract for services of any kind whatsoever. The WRDM reserves the right, in its sole discretion, to accept or reject any or all responses as a result of the RFP in whole or in part.
2. Proposers may be requested to clarify the contents of their proposal. Other than to provide such information as may be required by the WRDM, no Proposer will be allowed to alter its proposal or add new information after the RFP due date.
3. All material submitted in response to this RFP will become the sole property of the WRDM.

B. Proposal Submission

1. Non- responsive proposals include, but are not limited to, those that:

- a) Are irregular or not in conformance with RFP requirements and instructions;
- b) Are conditional, incomplete, indefinite or ambiguous;
- c) Are intended to accomplish only part of the overall work;
- d) Have no signature or any improper one; or
- e) Are not submitted on time or are submitted at any time via facsimile or email.

The WRDM may waive minor informalities or irregularities in a proposal that are merely a matter of form and not substance and the correction of which would not be prejudicial to other proposals.

C. SPECIAL CONDITIONS

1. The successful Proposer must agree to provide the WRDM with audit access on request during the term of the contract.
2. The WRDM at any time, in its sole discretion, may terminate its contract with the selected firm(s), or postpone or delay all or any part of the contract, upon written notice to the selected firm(s).
3. Confidentiality and security of the WRDM information and data.

D. ADDENDA ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, immediate notification to the Municipal Manager in writing must be made, of such error with a request for clarification or modification to the document. Such clarification or modification must not materially alter the tenor of the original proposal.

Should the WRDM find it necessary, modification to the RFP will be made by addenda. Such modifications may be given by written notice to all parties who have been furnished an RFP.

If a Proposer fails to notify the WRDM of a known or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract the Proposer(s) shall not be entitled to additional compensation or time by reason of the error or its late correction.

12. PROMIXITY TO THE MUNICIPALITY

The WRDM will not be liable for travelling costs for attorneys who operates outside boundaries of the WRDM.

13. APPOINTMENT AND APPROVAL

The WRDM's selection of successful Proposers shall not be binding until a Service Level Agreement has been signed by the WRDM and the successful bidder.

Attorneys shall be appointed for a period of 3 years, which will be reviewable after 18 months of service.