



## REQUEST FOR PROPOSAL FOR LEGAL SERVICES

### REFERENCE: PROPOSAL FOR LEGAL SERVICES

The South African Council for the Architectural Profession (SACAP) is conducting a selection process for the appointment of Service Providers to the panel of Legal Practitioners. SACAP aims to meet and exceed stakeholder requirements by ensuring that the following values are observed:

- Responsibility: Being accountable for our decisions and actions;
- Excellence: Promoting High Standards;
- Integrity: Ethical behaviour, honesty and trustworthiness;
- Respect: Ethos of dignity, tolerance and consideration;
- Transparency: Appropriate disclosure of information and open debate.

It is therefore required of our external service providers to observe, embrace and uphold SACAP's value system.



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## **1. SCOPE OF TERMS OF REFERENCE**

The terms of reference are intended to provide a scope of work and deliverables for legal services for a period of forty-eight (48) months (four years) commencing in (TBA ).

## **2. BACKGROUND**

SACAP is a statutory body, established in terms of the Architectural Profession Act No.44 of 2000 (the Act) which is committed to serving and protecting the public and providing guidance to registered persons in the profession.

SACAP is a creature of statute, which derives its mandate from the Act. It achieves its mandate by regulating the Architectural profession in the Republic of South Africa in aspects pertaining to registration, education and training, professional conduct and ethical behaviour, ensuring continuing professional development, and fostering compliance with architectural standards.

## **3. OBJECTIVES OF LEGAL SERVICES**

**The objectives of the legal services are:**

- 3.1. To ensure that all applicable laws and regulations are observed by SACAP;
- 3.2. To ensure that there is a risk-based approach in the development and management of legal processes and systems by SACAP;
- 3.3. To ensure that SACAP continually improves its legal processes and systems in line with changing laws and legal environments;
- 3.4. To assist SACAP in the improvement of its operational processes as well as provide value-add to the organisation.

## **4. PURPOSE OF THE BID**

SACAP would like to invite suitable, qualified and competent firms of attorneys, to send proposals to be considered for inclusion on its panel of attorneys, as 'preferred service providers'. Preferred service providers 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 SACAP on an ad hoc basis. To be considered for the next steps after the Request for Proposal ("RFP"), service providers must submit a complete response that substantially satisfies all requirements as stated in this RFP.

## **5. TERMS AND CONDITIONS OF CONTRACT**

- 5.1. This RFP, as compiled by SACAP is being made available, on the same basis to all prospective service providers. A prospective service provider submitting a response thereto will be deemed to do so on the basis that they, with the necessary adaptations, acknowledge and accept the terms and conditions set out below:
  - 5.1.1. Service provider performance management is viewed by SACAP as a critical component in ensuring value for money acquisition and good supplier relations between SACAP and all its service providers. As a result, the



successful prospective service providers should take note that as and when they are allocated the necessary work by SACAP, they will be required to conclude a Service Level Agreement (SLA) which will detail the scope of work and related obligations, duties and rights of the panellist. The SLA will serve as a tool to measure, monitor, and assess the panellists' performance and ensures effective delivery of service, quality and value-add to SACAP;

- 5.1.2. Successful firms of attorneys will be required to sign confidentiality and/or indemnity agreements with SACAP;
- 5.1.3. The prospective service provider undertakes not to, at any time during the term of its appointment and after any termination or cancellation thereof, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other person any confidential information of SACAP including that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents;
- 5.1.4. A due diligence review may be conducted at the sole discretion of SACAP at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at prospective service providers' corporate offices;
- 5.1.5. Only legal practices established and registered in accordance with the provisions of the Legal Practice Act 28 of 2014 will be considered for this tender;
- 5.1.6. SACAP does not guarantee that prospective service providers will receive instructions/work in the event that they are appointed onto the SACAP panel of attorneys;
- 5.1.7. All instructions to selected attorneys on the panel of attorneys shall be given, in writing, by the Registrar of SACAP, being a duly authorised representative of SACAP or his delegated representative;
- 5.1.8. Regular monthly written feedback must be given to SACAP's Registrar or his delegated representative on all matters, received from SACAP to the service provider, at no additional costs to SACAP;
- 5.1.9. When cases have been postponed at the request of the service provider acting on behalf of SACAP owing to non-compliance with any procedural requirements, the service provider who was negligent in this regard will be liable for the costs of the postponement, and this cost will not be recovered from SACAP;
- 5.1.10. Service providers may not appoint advocates unless a written instruction to this effect has been received from SACAP;
- 5.1.11. Payment of legal fees by SACAP will be effected within 30 (thirty) days from date of receipt of an accurate and acceptable invoice;



- 5.1.12. In the event that any conflict of interest is discovered during a particular assignment, SACAP reserves the right to summarily cancel the service level agreement and demand that all information, documents and property of SACAP be returned forthwith;
- 5.1.13. Where the panel falls short of other fundamental legal aspects, SACAP reserves the right to appoint firms outside of the appointed panel;
- 5.1.14. After completion of the assignments, firms of attorneys must immediately hand over to SACAP all documents and information in any format, including copies thereof, that it received from SACAP or that it had access to during the assignment;
- 5.1.15. Acting in bad faith will lead SACAP to either terminate the brief/instructions given and/or recall the firm from the panel and thus not use them again. To this end, service providers will be regarded as having acted in bad faith in the event that SACAP finds:
- 5.1.15.1. instructions and/or duties that could be attended to, or executed by junior staff members have been assigned to senior Legal Advisors/Attorneys and billed at such senior staff members' rates;
  - 5.1.15.2. multiple Legal Advisors/Attorneys have been assigned to attend to a single instruction without any proper justification, such as the complexity or magnitude of a matter and/or the service provider failed to request SACAP prior permission in writing to appoint multiple Legal Advisors/Attorneys for such an instruction; and
  - 5.1.15.3. unrealistic time billing taking into account the nature (i.e., relative simplicity) of any action performed and/or service rendered by a Legal Advisor/Attorney.
- 5.1.16. Prospective service providers must note that transgressions of the above obligations and duties that will be included in the SLA may lead to SACAP electing not to make any further use of the services of such service provider or removing a firm of attorneys from the panel before the expiry of the four (4) year's period, by written notice and recall all the files in possession of the said firm of attorneys, taking into account principles of fairness and the severity of the transgression etc.

## **6. SCOPE OF WORK AND DELIVERABLES**

- 6.1. The preferred service providers will be expected to render services on an *ad hoc* basis to SACAP in the following service categories:



ITEM	SERVICE CATEGORIES	PLEASE TICK
1.	General Litigation	
2.	Commercial and Contract Law	
3.	Procurement Law	
4.	Administrative Law	
5.	Legal Advisory on Corporate Governance within the Public Sector	
6.	Legal Advisory on Built Environment Legislative Framework (including the Architectural Profession Act 44 of 2000 & Council for the Built Environment Act 43 of 2000) & the Identification of Work for the Architectural Profession – Board Notice 27 of 2021	
7.	Provision of general labour related advice, investigations, legal opinions or related services.	
8.	Represent the SACAP (employer) at arbitrations, mediations, the Labour Courts and other forums for labour disputes.	

6.2. Prospective service providers may submit proposals in respect of any one, or more of the above service categories. It is mandatory for bidders to indicate which service categories under 6.1 they are bidding for. Prospective service providers must indicate in their proposals the relevant experience and exposure as well as the capacity of the prospective service providers in relation to the selected service categories.

## 7. COMPETENCY AND MANDATORY REQUIREMENTS

7.1. The Legal Advisors/Attorneys must be knowledgeable in the following areas:

- corporate governance
- law and legislation relevant to the Built Environment
- commercial law
- company law
- intellectual property law
- information technology law
- constitutional law
- administrative law
- public procurement law
- labour law
- tax law
- law of delict.



- 7.2. Prospective service providers must be willing and/or capable of enforcing and/or protecting SACAP's rights and interests in any appropriate forum and be prepared to do so on an urgent basis, if necessary.
- 7.3. Prospective service providers must be willing and/or capable of instituting or defending legal actions on behalf of SACAP in the relevant court and/or forums and of providing legal opinions to SACAP.
- 7.4. Prospective service providers must be willing and/or capable of reviewing, drafting and vetting contracts and/or documents.
- 7.5. Prospective service providers must be willing and/or capable of negotiating settlements with other parties on behalf of SACAP.

## 8. EVALUATION AND SELECTION CRITERIA

SACAP has set minimum standards that prospective service providers must meet in order to be evaluated and selected. The received proposals will be evaluated in different phases in order to arrive at the final phase of award, and the phases will be as follows:

- 8.1. **Administrative Criteria (Phase 1)** - Prospective service providers must submit all required minimum and mandatory documents;
- 8.2. **Technical Evaluation Criteria (Phase 2)** - The prospective service providers must meet the mandatory requirements in each role as outlined;
- 8.3. **Price and BBB-EE evaluation Criteria (Phase 3)** - Prospective service providers will be evaluated out of one hundred (100) points during Technical Evaluations and the minimum threshold of seventy points (70) must be achieved.

## 9. ADMINISTRATIVE CRITERIA – PHASE 1

### 9.1. Mandatory Requirements:

Prospective service providers who fail to comply with the below requirements will be eliminated and those who comply will progress to the next phase of technical evaluation.

- 9.1.1. Submission of proof of registration with the Legal Practice Council.
- 9.1.2. Submission of Company Profile - the firm's profile shall inter alia include a short history of the firm/legal practice and the areas of operations, if applicable and details of the firms' understanding of the requirement of this RFP. The Company profile confirming premises from which the legal 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. The Company profile to also indicate:

- 9.1.2.1. the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of SACAP; and
- 9.1.2.2. any value-added services that the prospective service provider may be in a position to offer SACAP.
- 9.1.3. Submission of a valid certified copy of the Attorneys Fidelity Fund Certificate for each member who is a sole practitioner, partner or director of the firm of attorneys and who will attend to SACAP matters.
- 9.1.4. Submission of a certified valid letter of good standing with the relevant Legal Practice Council, for each attorney who forms part of the team that will attend to SACAP matters, not older than 3 (three) months.
- 9.1.5. Submission of a Firms Indemnity Certificate issued for the present year.
- 9.1.6. Confirmation of lead attorney's years post admission experience in the service category the prospective service providers is bidding for.
- 9.1.7. 3 (three) recommendation letters for each service category the prospective service providers are bidding for.
- 9.1.8. Proof of qualifications (and completed courses) of the lead attorney as well as the proposed team members per service category.
- 9.1.9. Admission certificates of the lead attorney as well as the proposed team members per service category.
- 9.1.10. List of past contracts and clients.
- 9.1.11. Originally signed SACAP supplier declaration form and the related supporting Documents.

## **10. TECHNICAL EVALUATION (PHASE 2)**

- 10.1. Only prospective service providers that have met the Administrative Criteria in Phase 1 will be evaluated in Phase 2. Technical Evaluation will be out of 100 points.
- 10.2. Prospective service providers that achieve a minimum threshold of 70 points out of 100 points for technical capabilities for each category will proceed to Phase 3.
- 10.3. SACAP will analyse and assess technical capability and therefore the bidder should demonstrate the following:



Area of Review	Scoring Guidelines	Maximum Points	Bidder Score																				
<p><b>1. Compliance</b></p> <p><b>1.1.1.</b> Compliance with the requirements of the Legal Practice Council established in terms of the Legal Practice Act, 2014 (Act No. 28 of 2014):</p> <p>(a) Certificate of registration with Legal Practice Council;            (b) Letter of Good Standing from the Legal Practice Council;            (c) Firms Fidelity Fund Certificate.</p> <p><b>2. Experience of the Firm</b></p> <p><b>2.1.1.</b> Relevant experience on similar service, proof should be in a form of a profile of a firm (legal service in public sector). Firms must provide a schedule of legal service performed in public sector, and letters confirming number of years as per schedule provided.</p> <p><b>2.1.2.</b> Experience of the Lead Attorney/ Legal Advisor – Five (5) years post-admission experience as an Attorney (Proof should be the Legal Advisor/ Attorney profile)</p>	<p>10 10 10</p> <table border="1" data-bbox="1088 946 1662 1086"> <thead> <tr> <th>Years of experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Below 5 Years</td> <td>Score = 2</td> </tr> <tr> <td>5 but less than 10 Years</td> <td>Score = 3</td> </tr> <tr> <td>10 but less than 15 Years</td> <td>Score = 4</td> </tr> <tr> <td>More than 15 Years</td> <td>Score = 5</td> </tr> </tbody> </table> <table border="1" data-bbox="1088 1198 1662 1339"> <thead> <tr> <th>Years of experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Below 5 Years</td> <td>Score = 2</td> </tr> <tr> <td>5 but less than 10 Years</td> <td>Score = 3</td> </tr> <tr> <td>10 but less than 15 Years</td> <td>Score = 4</td> </tr> <tr> <td>More than 15 Years</td> <td>Score = 5</td> </tr> </tbody> </table>	Years of experience	Score	Below 5 Years	Score = 2	5 but less than 10 Years	Score = 3	10 but less than 15 Years	Score = 4	More than 15 Years	Score = 5	Years of experience	Score	Below 5 Years	Score = 2	5 but less than 10 Years	Score = 3	10 but less than 15 Years	Score = 4	More than 15 Years	Score = 5	<p>30</p> <p>20</p> <p>15</p>	
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<p><b>2.1.3.</b> Expertise of the Project Team: Qualifications and competency- demonstrate capacity to deliver (certified copies of qualifications), CV's must be submitted.</p>	<table border="1"> <thead> <tr> <th>CV and Qualification submitted</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>LLB plus 1 - 5 years post admission experience</td> <td>Score = 2</td> </tr> <tr> <td>LLB plus 6 - 10 years post admission experience</td> <td>Score = 3</td> </tr> <tr> <td>LLB plus 11- 15 years post admission experience</td> <td>Score = 4</td> </tr> <tr> <td>LLB plus 15 years &amp; above post admission experience</td> <td>Score = 5</td> </tr> </tbody> </table>	CV and Qualification submitted	Score	LLB plus 1 - 5 years post admission experience	Score = 2	LLB plus 6 - 10 years post admission experience	Score = 3	LLB plus 11- 15 years post admission experience	Score = 4	LLB plus 15 years & above post admission experience	Score = 5	15	
CV and Qualification submitted	Score												
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<p><b>3. Reference Letters</b></p> <p><b>3.1.1.</b> Provide a minimum of three (3) signed reference letters where the bidder has successfully concluded similar work in terms of scope and complexity.</p> <p><b>4. B-BBEE Evaluation</b></p> <p><b>4.1.</b> Submit a valid B-BBEE Certificate or a sworn affidavit</p>	<table border="1"> <thead> <tr> <th>Years of experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Below 3 letters relevant to the assignment</td> <td>Score = 0</td> </tr> <tr> <td>3 letters relevant to the assignment</td> <td>Score = 3</td> </tr> <tr> <td>4 letters relevant to the assignment</td> <td>Score = 4</td> </tr> <tr> <td>5 letters relevant to the assignment</td> <td>Score = 5</td> </tr> </tbody> </table>	Years of experience	Score	Below 3 letters relevant to the assignment	Score = 0	3 letters relevant to the assignment	Score = 3	4 letters relevant to the assignment	Score = 4	5 letters relevant to the assignment	Score = 5	15  5	
Years of experience	Score												
Below 3 letters relevant to the assignment	Score = 0												
3 letters relevant to the assignment	Score = 3												
4 letters relevant to the assignment	Score = 4												
5 letters relevant to the assignment	Score = 5												
<p><b>Total</b></p>		100											
<p><b>Threshold Score</b></p>		70											



## 11. PRICE AND B-BBEE EVALUATION (PHASE 3):

### 11.1. Stage 1 - Price Evaluation:

- 11.1.1. Prospective service providers must clearly indicate their respective proposed tariffs relevant for the following categories:
  - 11.1.1.1. Legal Advisors/Attorneys with 5 (five) years or less relevant post-article experience;
  - 11.1.1.2. Legal Advisors/Attorneys with more than 5 (five) years, but equal to or less than 10 (ten) years' relevant post-article experience;
  - 11.1.1.3. Legal Advisors/Attorneys with more than 10 (ten) years but equal to or less than 15 (fifteen) years' relevant post-article experience; and;
  - 11.1.1.4. Legal Advisors/Attorneys with more than 15 (fifteen) years' relevant post article experience.
- 11.1.2. When prospective service providers are indicating their respective proposed tariffs in the Pricing Schedule, prospective service providers must take into account SACAP's schedule of proposed tariffs. The tariffs proposed will be used for contracting purposes only. The tariffs will form part of the Service Level Agreement and will apply to appointments arising out of this Bid.
- 11.1.3. SACAP reserves the right to review the proposed tariffs on the anniversary of the agreement and in its sole discretion propose to the service provider adjustments thereto.
- 11.1.4. SACAP reserves the right to indicate the level of Legal Advisor/Attorney that is required to render the specific legal services to SACAP, with reference to the aforesaid categories. Should a service provider choose to assign a Legal Advisor/Attorney who falls in a higher category to attend to an instruction, such service provider may not charge the higher fee.
- 11.1.5. In the event that SACAP has not prescribed the level of Legal Advisor/Attorney required for a specific instruction, the service providers must in good faith appoint a Legal Advisor/Attorney with suitable experience and qualifications.
- 11.1.6. In the event that a Legal Advisor/Attorney moves to a new higher category during the service provider's appointment term, the service provider shall notify SACAP accordingly in writing and SACAP shall have the right to request another Legal Advisor/Attorney from the service provider who is at the same category as the Legal Advisor/Attorney who was initially appointed to replace him/her before such Legal Advisor/Attorney renders his/her next account to SACAP.
- 11.1.7. The service provider is required to advise SACAP in writing of any new professional staff members appointed during the contract term to attend to SACAP's



instructions and shall furnish SACAP with a short CV, including the appointee's applicable category, prior to such new appointee commencing work on a SACAP matter.

#### **11.2. Stage 2 - B-BBEE Evaluation:**

11.2.1. SACAP is committed to encouraging black economic empowerment through providing opportunities to historically disadvantaged individuals.

11.2.2. B-BBEE points may be allocated to prospective service providers on submission of the following documentation or evidence:

- 11.2.2.2. A valid B-BBEE Certificate; or
- 11.2.2.3. Sworn Affidavits.

#### **11.3. Tax Compliance Pin Status:**

**Note:** Bidders will only be appointed if their Tax Matters are in good standing

### **12. LIABILITY**

12.1. The successful service providers shall be liable to SACAP for any direct damages and/or losses incurred by SACAP due to failure by the service providers to perform their obligations in the manner required by the Service Level Agreement signed by the parties.

12.2. The successful service providers shall further be liable to SACAP for all indirect and consequential or special damages and/or losses suffered by SACAP as a result of gross negligence, wilful misconduct, a breach of confidentiality provisions stipulated in the signed Service Level Agreement between the parties, breach of applicable laws, infringement of a third party's intellectual property rights, or a criminal act committed by the service providers or any employees of the service providers.

### **13. PROSPECTIVE SERVICE PROVIDER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS**

This document contains the terms and conditions of this bid and prospective service providers must not modify/qualify the specifications or come up with their own terms and conditions. SACAP reserves the right to disqualify a bid, which seeks to modify or depart from the specified conditions.

### **14. PREPARATION COSTS**

The prospective service providers will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SACAP, its employees or agents under any obligation whatsoever, including in respect of costs,



expenses or losses incurred by the prospective service providers in the preparation of their response to this bid.

## **15. INDEMNITY**

If a prospective service provider breaches the conditions of this bid and, as a result of that breach, SACAP incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the prospective service provider indemnifies and holds SACAP harmless from any and all such costs which SACAP may incur and for any damages or losses SACAP may suffer.

## **16. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## **17. LIMITATION OF LIABILITY**

A prospective service provider participates in this bid process entirely at its own risk and cost. SACAP shall not be liable to compensate a prospective service provider on any grounds whatsoever for any costs incurred or any damages suffered as a result of the prospective service provider's participation in this bid process.

## **18. ELIGIBILITY TO BID**

No bid shall be awarded to a prospective service provider whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SACAP reserves the right to withdraw an award, or cancel a contract concluded with a service provider should it be established, at any time, that the service provider has been blacklisted with National Treasury by another government institution.

## **19. GOVERNING LAW**

South African law governs this bid and the bid response process. The prospective service provider agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **20. RESPONSIBILITY FOR BIDDER'S PERSONNEL**

A prospective service provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives) comply with all terms and conditions of this bid.



## **21. CONFIDENTIALITY**

- 21.1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a prospective service provider's submission will be disclosed by any bidder or other person not officially involved with SACAP's examination and evaluation of a tender/bid.
- 21.2. Throughout this bid process and thereafter, prospective service providers must secure SACAP's written approval prior to the release of any information that pertains to:
  - 21.2.1. the potential work or activities to which this bid relates; or
  - 21.2.2. the process which follows this bid.
- 21.3. Failure to adhere to the requirements under paragraphs 21.2.1 and 21.2.2 above may result in disqualification from the bid process and civil action.
- 21.4. No confidential information relating to the process of evaluating or adjudicating tenders or appointing a prospective service provider will be disclosed to a prospective service provider or any other person not officially involved with such process.

## **22. INTELLECTUAL PROPERTY**

SACAP retains ownership of all Intellectual Property rights in the bid/tender information documents that form part of this RFP. Prospective service providers will retain the Intellectual Property rights in their bid/tender responses. Prospective service providers grant SACAP the right to make copies of their responses, or to do anything which in its sole discretion is necessary to do for reasons relating to the RFP process.

## **23. DECLARATION OF INFORMATION**

A prospective service provider must make a declaration on their Bid covering letter that they did not have access to any SACAP proprietary information or any other matter that may have unfairly placed that prospective service provider in a preferential position in relation to any of the other prospective suppliers.

## **24. TERMS & CONDITIONS OF THE APPLICATION**

- 24.1. SACAP reserves the right without furnishing any reasons whatsoever, to cancel, withdraw or re-advertise, or to appoint or not to appoint any of the Legal Service Providers.
- 24.2. SACAP may request clarification or further information regarding any aspect of the prospective service provider. The prospective service provider must provide the requested information within forty-eight (48) hours after the request has been



made. Failure to provide the information may render the prospective service provider disqualified.

- 24.3. The Bid and supporting documents shall be submitted strictly in accordance with the instructions given in these terms of reference.
- 24.4. The validity period for the quotation is to be 60 (sixty) days.
- 24.5. All prices quoted must be VAT inclusive. SACAP will not provide upfront payments.
- 24.6. Applications should be submitted in a sealed package properly referenced in terms of the reference number provided in this document.
- 24.7. Prospective service providers are required to submit one (1) original and three copies of the bid document.
- 24.8. The bid/proposal should be emailed to [Selina.Sekhu@sacapsa.com](mailto:Selina.Sekhu@sacapsa.com) or hand-delivered and deposited into the tender box on or before **12:00 28 February 2024** at the following address:

**SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION**  
51 WESSEL ROAD, RIGHT WING  
RIVONIA  
SANDTON  
2128.

- 24.9. Applications received by facsimile will not be considered. Where an application is not submitted at the time of the application closing date, such an application will not be assessed.
- 24.10. SACAP is entitled to amend any application condition, validity period, specification, or extend the return date of such an application before the closing date. All applicants, to whom the application documents have been issued, will be advised timeously in writing of such amendment or of extensions.
- 24.11. All questions and correspondence must only be directed in writing to [Selina.Sekhu@sacapsa.com](mailto:Selina.Sekhu@sacapsa.com) during office hours of 08:00 to 04:30pm, Monday to Friday.
- 24.12. If you don't hear from us within 90 days after the closing date, please accept that your proposal was not successful.

## 25. RETENTION OF APPLICATIONS

All applications submitted shall become the property of SACAP. SACAP will make all reasonable efforts to maintain applications in confidence. Proprietary information should be identified in each application.





## **26. CANCELLATION AND RE-INVITATION OF BIDS**

In the event that a bid is cancelled, notification of such cancellation will be published in the same media in which the original bid invitation was advertised.

## **27. COMMUNICATION**

27.1. During the application period, communications between applicants and SACAP will only be in writing through email for any queries and questions. All communication, correspondence, documentation, manuals, applications, presentations, demonstrations etc., must be in English.



## ANNEXURE B: Confirmation of Independence

SACAP Building, Right Wing,  
51 Wessel Road,  
Rivonia  
Sandton  
2128

To Whom It May Concern,

### Letter of confirmation of independence from the South African Council for the Architectural profession

[Insert Firm name] hereby confirms that independence and ethical requirements by all team members proposed for this assignment, will be communicated during the planning, field work and finalisation phases of the audit and are monitored on a continuous basis.

I hereby confirm that our firm is independent with regard to the South African Council for the Architectural profession.

I hereby confirm that there is no conflict of interest between the South African Council for the Architectural profession and any of the staff members involved in the audit, should any arise, it will be communicated promptly.

I further confirm that none of the directors are members of Audit and Risk committee of the South African Council for the Architectural profession.

I hereby confirm that [Insert Firms name] has not been subject to any issues regarding ethical misconduct and the firm is currently not involved in any scandals which may impact our reputation.

Yours sincerely

Signature

(Name of Director)