

**PART A:
REQUEST FOR PROPOSAL**

**PROJECT:
APPOINTMENT OF CONVEYANCE ATTORNEYS
FOR THE ONCE-OFF TRANSFER OF UNIVERSITY
PROPERTIES**

AUGUST 2019

Requirement		Response	
Full registered name of company/enterprise			
CIPC registration number			
VAT Registration number			
Official Telephone number			
E-mail address			
Physical Address			
			Code
Postal Address			
			Code
Full names and Surname of contact person			
Telephone number			
Cellular number			
E-mail Address			
Company Name:			
(IN CASE OF A CONSORTIUM) FULL DETAILS OF CONSORTIUM MEMBERS:			
NAME OF CONTRACTING COMPANY IN CASE OF A CONSORTIUM			
CONTACT DETAILS OF RESPONSIBLE PERSON WHO WILL ACT ON BEHALF OF THE COMPANY/CONSORTIUM			
Name and Surname:			
Telephone number:			
Cellular number:			
e-Mail address:			
ALTERNATIVE CONTACT DETAILS OF RESPONSIBLE PERSON WHO WILL ACT ON BEHALF OF THE PERSON ABOVE SHOULD HE/SHE NOT BE AVAILABLE			
Name and Surname:			
Telephone number:			
Cellular number:			

e-Mail address:	
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DEFINITIONS / ABBREVIATIONS

The following words and acronyms are included in WSU Supply Chain Management Policy. These words and acronyms, when quoted in this bid and during the evaluation shall mean the following:

- 1) **Acceptable Bid:** means a bid that complies in all respects with all the specification and conditions prescribed in the bid documentation and assurance that the potential contractor has the ability and capability to execute the contract.
- 2) **Bid:** means a written bid in a prescribed or stipulated form in response to an invitation by WSU for the provision of goods and services, which include competitive bids, written price quotations and proposals.
- 3) **Closed bids:** means any bid that is not opened for general publication and limits the number of possible respondents.
- 4) **Concept phase:** The phase of the project where the most efficient and cost effective solution is investigated to satisfy a requirement.
- 5) **Consortium or Joint Venture:** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 6) **Consultant:** means a person or organisation that renders expert advice or a service to WSU where WSU employees cannot ordinarily perform these activities
- 7) **Cost of sales:** means the direct costs attributable to the production of goods or rendering a service. This amount includes the cost of the materials used in creating the goods along with the direct labour costs used to produce the goods or render the service
- 8) **Delegated Authority:** means the sum of rights and powers assigned to a person or committee to marshal resources and make decisions necessary to fulfil works responsibilities.

- 9) **Designated Group:** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
- 10) **Goods:** means any equipment, tools, materials, products or anything of whatever nature to be delivered to WSU by the supplier.
- 11) **Implementation phase:** means the phase of the project where specific technologies are established, systems are realised, configurations items are developed and/or processes are realised to satisfy a requirement.
- 12) **Localisation:** means the process of re-directing purchases of materials and or goods to suppliers that are geographically closer to the points where those materials and or goods are used, sold or stored.
- 13) **Official:** means a person in the employment of WSU.
- 14) **Organ of State:** means— a) any department of state or administration in the national, provincial or local sphere of government; or b) any other functionary or institution— i) exercising a power or performing a function in terms of the Constitution or a provincial constitution; or ii) exercising a public power or performing a public function in terms of any legislation.
- 15) **Quotation:** means a bid made in response to an invitation for the provision of goods and services.
- 16) **Preference points system:** means a combination of points for price and B-BBEE depending on the rand value.
- 17) **Request for quotation:** means an invitation to submit a quotation from potential suppliers.
- 18) **Request for bid:** means an invitation to submit a bid from potential suppliers
- 19) **Request for proposal:** means an invitation to submit a proposed solutions and proposed cost of ownership from potential suppliers

- 20) **RFx**: is a term that captures all reference to RFI, RFP, RFQ and RFB.
- 21) **SARS**: means South African Revenue Service
- 22) **Unsolicited bid**: means a bid made by company or individual to WSU when WSU had not actively looked for a bid or supplier.
- 23) “Act” means the Preferential Procurement Framework Act, 2000 (Act No 5 of 2000)
- 24) “Agent” means a person mandated by another person (“the principal”) to do business for an on behalf of, or to represent in a business transaction, the principal, and thereby acquire rights for the principal against Walter Sisulu University and incur obligations binding the principal in favour of Walter Sisulu University.
- 25) “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 26) “Consortium or Joint Venture” 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.
- 27) “Contract” means the agreement that results from the acceptance of a tender by Walter Sisulu University.
- 28) “Disability” means, in respect of a person, a permanent impairment of a physical intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 29) “Firm price” is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 30) “Historically Disadvantaged Individual (HDI)” means a South African citizen –

- who has no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993)(“the Interim Constitution”) and/or
 - who is a female; and/or
 - who has a disability.
 - Provided that a person, who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.
 - “Management” in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name the person may be designated.
- 31) “Non firm prices” means all prices other than “firm” prices.
- 32) “Person” includes reference to a juristic person.
- 33) “Rand value” means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 34) “Small, Medium and Micro Enterprises (SMME’s)” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).
- 35) “Sub-contracting” means the primary contractor’s assigning or leasing or making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 36) “Tender” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of University for the provision of services or goods.
- 37) “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

38) “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Abbreviations / acronyms

BAC :	Bid Adjudication Committee
BEC :	Bid Evaluation Committee
B-BBEE:	Broad-Based Black Economic Empowerment
CSD :	Central Supplier Database
EME :	Exempted Micro Enterprise
OEM :	Original Equipment Manufacturer
PFMA :	Public Finance Management Act
PPPFA :	Preferential Procurement Policy Framework Act
QSE:	Qualifying Small Enterprises
RFB :	Request for bid
RFI :	Request for Information
RFP :	Request for Proposal
RFQ :	Request for Quotation
SCM :	Supply Chain Management

1. INVITATION TO RESPOND TO REQUEST FOR PROPOSAL

Walter Sisulu University of Technology hereto referred as “WSU” invites proposals with quotes from suitably qualified and experienced bidders to provide Once-off Property Conveyance Services to WSU. Proposals must include budget and timeline for completion.

<p>Bid Document Collection Address</p>	<p>Bid Document is available at www.wsu.ac.za under “work with us” drop down menu, then go to Tenders The tenderers will pay at the FNB bank the non-refundable tender fee</p>
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	stipulated below and attach the deposit slip together with the tender document as proof of payment when submitting the tender document
Bid Document Non-Refundable Fee	<p style="text-align: center;">R400.00</p> <p>BANKING DETAILS FNB MTHATHA Main branch. Name of Account Holder: WSU Main Account Account Number: 62099126601 Branch code: 210521 Reference: Company Name Proof of payment submitted together with Bid Document</p>
Date for compulsory briefing session	Not applicable. All queries will be addressed through email
Venue for compulsory briefing	Not applicable
Time for compulsory briefing	Not applicable
All queries must be addressed to:	<p style="text-align: center;">Ntsikelelo Yena Procurement Officer Telephone: 047 502 2737 <u>nyena@wsu.ac.za</u></p>
Deadline to answer questions from suppliers	<p style="text-align: center;">19 August 2019 14h00</p>
Closing Date for the submission for Proposals <i>[No late submissions will be accepted]</i>	<p style="text-align: center;">20 August 2019 at 11:00</p> <p style="text-align: center;">Tender Box is located at MTHATHA Campus Nelson Mandela Drive Site: Ground Floor Foyer, Old Admin Building, Reception Area</p>

2. BACKGROUND ON WSU

Walter Sisulu University (WSU) is a university of technology and science located in Mthatha, East London (Buffalo City), Butterworth and Komani (Queenstown), in the Eastern Cape, South Africa. It came into existence on 1 July 2005 as a result of a merger between Border Technikon, Eastern Cape Technikon and the University of the Transkei. The university is named after Walter Sisulu, a prominent figure in the struggle against apartheid.

3. KEY BUSINESS CHALLENGES

The following are the current challenges:

- a. The University Properties and ancillary properties are still registered under the different Trusts and not the University;
- b. The University is unable to access some of the Trustees;
- c. The University does not have original copies of Title Deeds for most of the properties;
- d. There are Rates and Tax debts on the different Trusts.

4. PURPOSE OF THE BID

The purpose of this project is to transfer all WSU properties from the three (3) trusts under the University name and thereafter dissolve the three trusts accounts.

The successful service provider shall operate between all the WSU campuses and different Deeds Offices but reporting to DVC: Institutional Support at Buffalo City

5. SCOPE OF WORK

Refer to PART B: Technical Requirements and Specification

6. EVALUATION PROCESS

- a) Properly qualified service providers are invited to submit proposal which shall be evaluated according to WSU SCM Policy stages as follows:
 - a. Stage 1: Pre-qualification or Mandatory stage
 - b. Stage 2: Functionality/ Technical Evaluation
 - c. Stage 3: Preferential points system (Price and BBBEE)
- b) Refer to PART C: Evaluation Criteria for details on the evaluation process.

7. PRESENTATION

Where necessary, WSU may invite bidders who achieved the minimum threshold after functionality evaluation to prepare a presentation on their product/service proposal. In such instances, WSU shall notify bidders regarding the scope of presentation and the applicable evaluation criteria thereof.

8. CONTRACT DURATION

This is a once-off project. The successful service provider shall be contracted for the duration of the project, 12 months

9. SUBCONTRACTING

In case of sub-contracting, the bidder must indicate the percentage including terms and conditions of the sub-contracting agreement.

10. JOINT VENTURES

In case of joint ventures, the bidders must submit a Joint Venture agreement specific to this project.

11. PUBLIC LIABILITY INSURANCE COVER

The service provider shall be required to provide proof of public liability insurance cover upon appointment.

12. DUE DILIGENCE & SECURITY CLEARANCE

- 12.1 As part of due diligence process, WSU may conduct security clearance check (vetting process) on successful bidders before the commencement of the contract or during the process of work;
- 12.2 The process may include but not limited to Police Clearance, Qualification verification and Reference checks;
- 12.3 The outcome of this vetting process may affect the decision of the tender process.

13. VALIDITY PERIOD

The proposal shall remain valid for 120 days and if necessary, an extension request shall be extended to all bidders.

14. SPECIAL CONDITIONS

- 14.1 WSU reserves the right to reduce or increase the total quantity of items required in the tender.
- 14.2 The successful tenderer will be required to allow WSU personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded.
- 14.3 The highest bidder would not necessarily have to be appointed by WSU as such reserves the right to appoint any or no one at all.
- 14.4 Sub-contracting and Joint Ventures are allowed. However, these partnerships shall be formalised through agreements.
- 14.5 The price should be VAT inclusive at 15%.

- 14.6 The tender submitted must remain valid for 120 days after closing date.
- 14.7 All returnable documents must be in a file, clearly indexed and separated by marked sheets.
- 14.8 Initials must be on all pages in the tender document.
- 14.9 All proposals are to be sealed. No open proposal will be accepted.
- 14.10 All proposals are to be clearly marked with the project number and the name of the bidder.
- 14.11 No tender/bidder will be considered after the closing date and time.
- 14.12 Appointment as a successful bidder shall be subject to parties agreeing on mutually acceptable contractual terms and conditions.

15. RIGHTS TRANSFERRED OR CESSATION

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

16. ACCEPTANCE OR REJECTION OF A TENDER

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

17. PRICES

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be. The Service Provider needs to indicate pricing stages per milestone. Payment will be based on deliverables sign-off. Final payment milestone will only be finalized once contract is awarded

18. PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000

In relation to section 37 (1) (a) (b) and s9(b)(i) of this Act, the Bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

19. LEGITIMACY OF INFORMATION

Bidders declare information furnished in this proposal to be precise, accurate and bonafide. In the event where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, WSU may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the WSU as a result of the award of the contract.

20. NATURE OF SERVICE

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

21. RIGHTS RESERVED TO REQUEST ADDITIONAL INFORMATION

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

22. NO RIGHTS OR CLAIMS

- a) Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of goods against the University, the Accounting Officer, or the Tender Committee.
- b) The University, the Accounting Officer, or the Tender Committee as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party.
- c) Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- d) Neither the University, the Accounting Officer, the Tender Committee, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

23. TERMS OF CONTRACT

This is a once-off contract with service guarantee during warrantee period. At the expiry of the contract, the contract may be extended by mutual agreement until WSU invites tenderers to bid on the tender of this nature.

24. COMPETITION, LOBBYING AND CANVASSING

- a) No lobbying and canvassing by tenderers in any form to staff member for the purposes of influencing the evaluation process and awarding of the tender, will automatically disqualify the tenderer from the evaluation process and subsequent consideration.
- b) Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- c) In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- d) If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- e) Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

25. HEALTH & SAFETY DECLARATION

According to Health and Safety Act 85 of 1993, a service provider can only be appointed to perform any work in the employer's premises if the employer is satisfied that the service provider has the necessary competence and resources to carry out the work safely and in accordance with the Health and safety Act 85 of 1993.

To that effect, a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

- a) I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993

- b) I hereby declare that my company has the competence and necessary resources to safely carry out the work in compliance with the Act
- c) I hereby undertake that if my tender is accepted, to provide a sufficiently documented Health and Safety Plan which include necessary Health and Safety Appointments
- d) I hereby confirm that adequate provision has been made in my tender rates and prices to cater for adequate training of staff in this regard

Signature:Date:

26. NON-DISCLOSURE DECLARATION

All elements of information shared with or obtained by, bidders, suppliers and service providers in terms of this tender will be regarded confidential. All elements of a tender process, including the evaluation and interview processes will be treated as confidential until the announcement of the successful bidder/s. All information collected and provided before, during or after this tender must be properly secured in terms of global best practices, with appropriate backups being regularly and safeguarded against theft and damage. A WSU supplier or service provider may only share or use company information after being given written permission to do so, by at least a Senior Member of the WSU management

1) The Bidder declare that:

It shall not make known, in writing, verbally or in any other manner, either directly or indirectly, to any unauthorised person, body of persons, the press or other public media, any classified defence information regarding code words, drawings, documents, objects or models related to the classified defence information, except with the prior written

authority of a person who may grant such authority, or in terms of an order of a competent court of law.

.....
Signature of Declarer (on behalf of Bidder) Date

2) WSU declare that:

It shall not publish the Bidder’s intellectual property including drawings and documents without prior written authorisation from the company representative who may grant such authority.

.....
Signature of Declarer (on behalf of WSU) Date

27. DECLARATION OF INTEREST

Any legal person, including persons employed by the University, or persons who act on behalf of the University or persons having a kinship with persons employed by the University, including a blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favoritism, should the resulting tender, or part thereof, be awarded to persons employed by the University, or to persons who act on behalf of the University, or to persons connected with or related to them, it is required that the tenderer or his authorized representative shall declare his position *vis-à-vis* the evaluating authority and/or take an oath declaring his interest, where –

- a) The tenderer is employed by the University or acts on behalf of the University; and
or
- b) The legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(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 of the tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender.

1.1	Are you or any person connected with the tenderer, employed by the University?	*YES/NO
1.1.1	If so, state particulars	
1.2	Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed in the University concerned, with University, or its administration and who may be involved with the evaluation or adjudication of this tender?	*YES/NO
1.2.1	If so, state the particulars	
1.3	Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the University concerned, University or its administration, who may be involved with the evaluation or adjudication of this tender?	*YES/NO

1.3.1	If so, state particulars	

Name of Declarant

Signature of Declarant

Date

28. CANCELLATION OF RFP

WSU may, before the award of a tender, cancel a tender invitation if:

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - (b) funds are no longer available to cover the total envisaged expenditure;
 - (c) no acceptable tender is received; or
 - (d) there is a material irregularity in the tender process.
- (2) The decision to cancel a tender invitation in terms of sub-regulation (1) must be published in the same manner in which the original tender invitation was advertised.
- (3) WSU may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

29. ACKNOWLEDGEMENT OF TERMS & CONDITIONS

I/We hereby tender to supply all of the supplies and to render all of the services described in the attached documents to the Walter Sisulu University (WSU) on the terms and conditions and in accordance with the specifications stipulated in the tender

documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms specified.

I/We agree that –

- a) The offer herein shall remain binding upon me/us and open for acceptance by the Tender Committee during the validity period indicated and calculated from the closing time of the tender;
- b) This tender and its acceptance shall be subject to the terms and conditions within the “invitation to tender” documents, the “tender specifications” and the “general terms and conditions of tender” as contained in the documents received, with which I am/we are fully acquainted;
- c) If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the WSU may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the WSU and I/we will then pay to the WSU any additional expense incurred by the WSU having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the WSU shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the WSU may sustain by reason of my/our default;
- d) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic **(full address of this place)**

- e) I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.
- f) I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- g) I/We hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Signed:Date:

**PART B:
TECHNICAL REQUIREMENTS**

**PROJECT:
APPOINTMENT OF CONVEYANCE ATTORNEYS
FOR THE ONCE-OFF TRANSFER OF
UNIVERSITY PROPERTIES**

August 2019

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1. BACKGROUND & PROBLEM STATEMENT

Walter Sisulu University (WSU) is a university of technology and science located in Mthatha, East London (Buffalo City), Butterworth and Komani (Queenstown), in the Eastern Cape, South Africa. It came into existence on 1 July 2005 as a result of a merger between Border Technikon, Eastern Cape Technikon and the University of the Transkei. The university is established under the statute of parliament and named after Walter Sisulu; a prominent figure in the struggle against apartheid.

The University has properties across the four cities which are registered under the different Trust accounts.

The following are the current challenges:

- e. The University Properties and ancillary properties are still registered under the different Trusts and not the University;
- f. The University is unable to access some of the Trustees;
- g. The University does not have original copies of Title Deeds for most of the properties;
- h. There are Rates and Tax debts on the different Trusts.

2. PURPOSE

The purpose of this project is to transfer all WSU properties from the different Trust accounts to the University name and thereafter dissolve the Trust accounts.

The successful service provider shall operate between all the WSU campuses and different Deeds Offices but reporting to DVC: Institutional Support at East London.

3. SCOPE OF WORK

The University has resolved to appoint duly Admitted Conveyancers to attend to registration of transfer of land and properties from the Trusts to the University.

Successful bidder shall be required to execute the following:

- 1) Conduct Review of WSU Properties registered under the different Trusts
 - a. Contact all relevant parties to make the necessary arrangements in order to get the necessary transfer documents signed;
- 2) Apply and Collect all Original Title Deeds from the different Deeds Offices across Eastern Cape
 - a. Liaise with the different Deeds Offices where the Properties are registered
- 3) Transfer Properties and Ancillary Properties into the University
- 4) Apply for any Tax Exemptions applicable for the University under the applicable legislations;
- 5) Dissolve the Trusts after the transfer

4. CRITICAL TECHNICAL REQUIREMENTS

1. The bidder must assign to this project, an admitted Attorney with the Law Society of South Africa.
2. The assigned Attorney must attach proof of Qualification as a Conveyance Attorney and CV.
3. The Bidder must attach a proof of Good Standing from the Legal Practice Council
4. Failure to attach the proof of the above shall lead to automatic disqualification from further evaluation.

5. PERFORMANCE REQUIREMENTS

At the completion of the project, the project shall be sign-off after the following has been verified and confirmed as functional and completed:

- 1) All properties are registered under Walter Sisulu University and the University has the possession of copies of Title Deeds;
- 2) The successful service provider has submitted proof that the Trusts accounts are dissolved.

6. REGULATORY REQUIREMENTS & APPLICABLE STANDARDS

The Conveyancers should be guided by relevant legislation and policies pertaining to their practice, including but not limited to:

- 1) The Constitution of the Republic of South Africa
- 2) Restitution of Land Rights Act, 22 of 1994
- 3) Deeds Registries Act 47 of 1937
- 4) Alienation of Land Act, 68 of 1988
- 5) Estate Agents Act, 112 of 1976
- 6) Financial Intelligence Centre Act, 38 of 2001
- 7) Protection of Personal Information Act 4 of 2013
- 8) Intellectual Property Rights Act.
- 9) Income Tax Act 58 of 1962
- 10) Immovable Property Act, 94 of 1965
- 11) Land Survey Act, 8 of 1997
- 12) Removal of Restrictions Act, 84 of 1967

13) Transfer Duty Act, 40 of 1949

14) Trust Property Control Act, 57 of 1988

15) Value Added Tax Act, 89 of 1991, and

Any relevant provincial ordinances relating to local authorities, township development, subdivision and consolidation of erven, charges and levies, and related matters as may apply in the city where the Conveyancers practices.

7. CONTRACT TERM

This is a once-off Conveyance contract and shall be terminated at the completion of the scope as determined.

8. PROJECT DURATION

The project must be completed in 12 months from date of purchase order.

9. SPECIAL TERMS AND CONDITIONS

- a. All conveyance fees charged in accordance with the Law Society tariff guidelines
- b. WSU will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid.
- c. The successful bidder shall sign a Service Level Agreement which shall serve as tools of reference and guidance for the transfer and registration of properties to the beneficiaries.

10. SERVICE DESCRIPTION/SPECIFICATION

PART D, is a consolidated Property Register per Campus. The detailed Specification is to be used for tender. This matrix is for a high level overview.

**PART C:
EVALUATION CRITERIA**

**PROJECT:
APPOINTMENT OF CONVEYANCE ATTORNEYS
FOR THE ONCE-OFF TRANSFER OF
UNIVERSITY PROPERTIES**

August 2019

11. INTRODUCTION

Properly qualified service providers are invited to submit proposal that shall be evaluated according to WSU SCM policy stages.

12. PRE-QUALIFICATION (MANDATORY EVALUATION)

- 1) Only the bidders that will satisfy all the pre-qualification requirements that will be considered further in the evaluation

	MANDATORY REQUIREMENTS	YES	NO
1	Attach Proof of Company Registration (CIPC) (in case of consortium, each member must attach proof of CIPC)		
2	Attach an original initialled and signed Bid document (all PARTs of this Bid)		
3	Attach Original Valid Tax Clearance Certificate		
4	Attach Certified ID Copies of Company Directors/Shareholders		
5	Attach Proxy – Company Resolution to authorise any individual to sign on behalf of the company		
6	Attach Proof of Purchase for Bid Document		
7	The assigned attorney must attach proof of Admission as a Conveyance Attorney (Minimum LLB degree and Conveyance Practice Certificate)		
8	Attach Letter from the Bank as proof of Business Bank account – not older than 3 months from bid closing date.		
9	Attach a valid Fidelity Fund Certificate		
10	Attach Certificate of Good Standing from the Legal Practice Council (not older than 6 months from tender closing date)		

13. FUNCTIONALITY EVALUATION

	EVALUATION KEY FOCUS AREAS	WEIGHT			
1	<p>EXPERIENCE OF THE LEAD ATTORNEY <i>(Attach CV of the Lead Attorney for this Project)</i></p> <ul style="list-style-type: none"> The lead attorney has >10 years relevant experience – [30 points] The lead attorney has 5-10 years relevant experience – [20 points] The lead attorney has <5 years relevant experience – [10 points] 	30			
2	<p>PROXIMITY TO WSU CAMPUSES <i>(Attach proof of office address: Municipal Bill not older than 3 months or valid office lease agreement)</i></p> <ul style="list-style-type: none"> The bidder has offices within 50km from any WSU campus – [10 points] 	10			
3	<p>COMPANY EXPERIENCE <i>(attach reference letters on client letterhead)</i> 3 written reference letters attached = [20 points] 2 written reference letters attached = [15 points] 1 written reference letter attached = [10 points]</p>	20			
4	<p>METHODOLOGY</p> <p>Bidders are to provide a proposal demonstrating how they intend to execute the programme from date of order right through to hand over of the Title Deeds. Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule</p> <table border="1" data-bbox="235 1556 1276 1724"> <tr> <td>Demonstrates a full and comprehensive methodology plan [40 points]</td> <td>Demonstrates a sufficient methodology plan [25 points]</td> <td>Demonstrates a partial methodology plan [15 points]</td> </tr> </table>	Demonstrates a full and comprehensive methodology plan [40 points]	Demonstrates a sufficient methodology plan [25 points]	Demonstrates a partial methodology plan [15 points]	40
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A Comprehensive methodology

A comprehensive methodology will have at least 86% of the following list of Project Management Activities:

- Project timelines,
- Resource allocation,
- How the consolidation and transfer shall be carried out
- Risk management and business continuity plan
- How will Title Deeds matching be conducted
- Cost management plan
- Quality Management Plan
- Project governance

Sufficient methodology

- The sufficient methodology will only have 60% - 85% of the above mentioned activities

Partial methodology

- A partial project methodology will only have below 60% of the above-mentioned activities

Only bidders who will achieve minimum 70% of the functionality shall proceed further to the next stage of the evaluation.

14. PRICE SCHEDULE

	ITEM LIST	CONVEYANCE FEE
1	Transfer Attorney Fees	
2	Postages And Petties	
3	Deeds Office Fees	
4	Electronic Generation Fees	
5	FICA	
6	Deeds Office Searches	
7	Rates Clearance Fees	
8	Transfer Duties	
	TOTAL BID PRICE	

15. APPLICATION OF PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATION, 2011

- 1) The bid shall be evaluated on 90/10 preference point system and point's allocation shall be as indicated below; where 90 accounts for tenders above R 1000 000.00 and 10 accounts for B-BBEE preference points.
- 2) Attach a BBBEE certificate issued by SANAS accredited verification agency or a valid and duly sworn affidavit;
- 3) Total bid points shall be calculated as the sum of Price points and BBBEE points;
- 4) The bidders shall be ranked in descending order according to bid points achieved;
- 5) The bidder with highest points shall be considered as the preferred bidder;

6) WSU reserves the right to appoint any other bidder depending on circumstances under consideration.

Price Evaluation Criteria

The financial offer will be scored using 90/10 preference points.

$$P = 90 (1 - (P - P_{min}) / P_{min})$$

Where:

- P_{min} = the comparative offer of the most favourable tender offer
- P = the offer of tender offer under consideration

B-BBEE Status Level of Contributor	Number of Points
Level 1	10
Level 2	9
Level 3	8
Level 4	5
Level 5	4
Level 6	3
Level 7	2
Level 8	1
Non-compliant contributor	0



initials