TERMS OF REFERENCE ON THE APPOINTMENT OF NRCS PANEL OF ATTORNEYS

1. Objective

The purpose of appointing the panel of attorneys is to establish a data base of legal skills available to the NRCS and that can be contracted by the NRCS to provide specialized legal advice and services.

Invitation

Firms of attorneys are invited to send proposals to the NRCS for consideration. In preparing a proposal, it is emphasized that a profile of the firm of attorneys together with demonstrated expertise in the particular fields of law be submitted.

The proposal must be limited to a maximum of 5 pages.

It is important that the firms of attorneys ensure continuous quality and consistency of advice.

2. SCOPE OF WORK

Firms of attorneys will be required to render services to the NRCS on a wide legal range of issues pertaining to, inter alia the following fields of law:

2.1 Public Private Partnerships;
2.2 Multinational agreements;
2.3 Financing agreements; and
2.4 Performance and other guarantees
2.5 Constitutional Law
2.6 Information Technology Law
2.7 Legislative Drafting
2.8 Black Economic Empowerment
2.9 Commercial leases, Service Level Agreement, general contracts, employment contracts, ISO contracts, procurement contracts, multilateral agreements, confidentiality agreements, agreements with independent contractors, building contracts etc
2.10 International law
2.11 International Arbitration
2.12 Building and construction law
2.13 Labour and Employment law
2.14 Import and Export Law
2.15 Food law
2.16 Corporate law
2.17 Corporate Governance
2.18 Legal opinion on complex legal matters
2.19 Collection matters
2.20 Institute and defend NRCS on litigation matters
2.21 Any other specialist field that the firm of attorneys has expertise in and that is relevant to the working environment of the NRCS.

3. SKILLS TRANSFER
The firms of attorneys will also be required to ensure transfer of skills to in house legal advisors of the NRCS.

4. REPORTING RELATIONSHIP
The respective firms of attorneys will report to the Manager: Legal and Secretarial Services of the NRCS.
5. **CONDITION OF TENDER**

5.1 **Appointment of panel**

5.1.1 Only legal practices established in accordance with the provisions of the attorneys Act, 1979 (Act No. 53 of 1979 as amended) will be considered for this tender.

5.1.2 The requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) will be applicable to the selection process in respect of this tender proposal.

5.1.3 Firms of Attorneys who do not score 60% or more on the technical evaluation will not be appointed to the panel.

5.1.4 A contract will be signed with each member appointed to the panel.

5.1.5 The firms of attorneys will be required to sign confidentiality and indemnity agreements with the NRCS.

5.1.6 The cost of every assignment will be negotiated with the relevant tendering panel members and a letter of appointment will be issued for each assignment awarded.

5.1.7 Panel members are not guaranteed any work under this tender proposal.

5.1.8 The basis of engaging firms of attorneys will be on an assignment basis.

5.1.9 The NRCS reserves the right to interview panel members that are short listed for specific assignments.

5.1.10 The NRCS may, at its sole discretion award and assignment or any part thereof to more than one panel member.

5.1.11 The NRCS may at its own discretion vary an instruction to include more work.

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

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

5.1.14 The contract period for this tender is two years.

5.1.15 Assignments awarded in the last three months of the contract period will be allowed to continue after expiry of this contract period.
5.1.16 The firms of attorneys must declare any interest it has in an assignment as well as declare any possible conflict of interest with the NRCS in the pursuance of the proposed assignment.

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

5.1.18 Price quoted for assignments should include VAT and disbursement.

5.2 Proposal Requirements

5.2.1 Each proposal must include the specialist fields of law of the firm. If a firm of attorneys has expertise in more than one field of law, all relevant fields must be indicated in the proposal together with demonstrated experience in the specified areas of law.

5.2.2 The hourly rate of each attorney must be included in the proposal.

5.3 Intellectual property rights

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

5.3.2 Firms of attorneys must hand over all documents and information in any format, including copies thereof, that it received from the NRCS or that it had access to during the assignment immediately after completion of the assignments to the NRCS.

5.3.3 Firms of attorneys shall deliver to the NRCS, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and the NRCS will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the assignment.

5.4 Procurement policies and procedures

5.4.1 The general conditions of tender, contract and order will be applicable to this tender.
6. **PROFESSIONAL FEES**

The persons available to provide the service must be identified and their CV’s provided. An assignment fee will be negotiated for every assignment issued.

7. **CONTACT NUMBERS**

For any further technical enquiries, the following persons can be contacted at the National Regulator for Compulsory Specification:

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