



# CALL FOR BIDS

**BID NO: ECDC/ELN/405/062024**

**BID SUBJECT: PANEL FOR THE PROVISION OF LEGAL SERVICES TO ECDC FOR A PERIOD OF 36 MONTHS**

**Note: Service Provider to indicate by ticking below the Area of Expertise they wish to be Evaluated and Shortlisted for: Failure to indicate will result in ECDC not being able to evaluate the Service Provider.**

- Construction Law
- Labour and Employment Law
- Property Law, Conveyancing and Notarial Registration Services
- Environmental Law
- Intellectual Property Law
- Corporate and Commercial Law
- Debt Collection Litigation
- Legal Cost Consultant (Admitted Attorney)
- Procurement Law
- Public and Administrative Law

**BIDDER NAME:** .....

**CSD NUMBER:** .....

<b>CLOSING DATE:</b>	<b>19 July 2024</b>
<b>CLOSING TIME:</b>	<b>12h00</b>

.....

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**SECTION A:****A: ABBREVIATIONS AND ACRONYMS**

B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government

**B: DEFINITIONS**

Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: <ul style="list-style-type: none"> <li>a) Accrediting verification agencies</li> <li>b) Developing, maintaining and enforcing of Verification Standards</li> </ul>
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: <ul style="list-style-type: none"> <li>a) Designated within ECDC's existing budget for the function to which the agreement relates; and</li> <li>b) Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.</li> </ul>
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that

	has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Broad based black empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: <ul style="list-style-type: none"> <li>a) Increase the number of black people that manage, own and control enterprises and productive assets;</li> <li>b) Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises</li> <li>c) Human resources and skills development</li> <li>d) Achieving equitable representation in all occupational categories and levels in the workforce</li> <li>e) Preferential procurement; and</li> <li>f) Investment in enterprises that are owned or managed by black people.</li> </ul>
Broad based black empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
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.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means: <ul style="list-style-type: none"> <li>a) a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</li> <li>b) any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</li> </ul>
Firm price	Means 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 any other duty, levy, or tax, which, in terms of the 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.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Good standing	Means according to the Rules of the South African Legal Practice Council that: <ul style="list-style-type: none"> <li>• The legal practitioner has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;</li> </ul>

	<ul style="list-style-type: none"> <li>• There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;</li> <li>• That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and</li> <li>• That the legal practitioner is up to date with all amounts owed by him or her to the Council</li> </ul>
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means:– <ol style="list-style-type: none"> <li>(1) an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis.</li> <li>(2) an employee or public servant of any national or provincial government as defined in terms of Public Services Act.</li> <li>(3) a member who – <ol style="list-style-type: none"> <li>(a) is a councilor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998);</li> <li>(b) is a politician serving in any provincial legislature; or</li> <li>(c) is a politician serving in the National Assembly or the National Council of Provinces;</li> </ol> </li> <li>(4) a member of the board of directors of any municipal entity;</li> <li>(5) an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999);</li> <li>(6) and / or such other meaning ascribed to it by National Legislation from time to time.</li> </ol>
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: <ol style="list-style-type: none"> <li>1) the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period;</li> <li>2) the private party receives a benefit for performing the function or by utilising state property, either by way of: <ol style="list-style-type: none"> <li>a) compensation from a revenue fund</li> <li>b) charges or fees collected by the private party from users or customers of a service provider to them; or</li> <li>c) a combination of such compensation and such charges or fees</li> </ol> </li> </ol>
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under a certain value as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Agreement Level	Shall have the same meaning assigned as “Contract”
Shareholder	means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: <ol style="list-style-type: none"> <li>a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA</li> <li>b) any municipality or municipal entity</li> <li>c) national Assembly or the national Council of Provinces; or</li> <li>d) parliament</li> </ol>

Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor's assigning, leasing, 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.
Tender	The same meaning is assigned as 'Bid" above.
Threshold	shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
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.
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.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

**INVITATION TO BIDDERS**

Eastern Cape Development Corporation (ECDC) invites skilled and experienced firms of legal practitioners that have admitted attorneys/conveyancers/notaries to respond to this bid to provide Legal Services to the ECDC for a period of 36 months.

It is the intention of ECDC to appoint Service Providers to form a Panel of Legal Practitioners that comply with the Legal Practice Act 28 of 2014, as amended; and The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109 (2) of the Legal Practice Act.

The provision of legal services is as per the scope of work in section C for the Head Office in East London and the regional offices in Butterworth, Mthatha, Queenstown and Port Elizabeth

The panel will be utilised on an *ad hoc* ("as and when required") basis, issuing task instructions to Service Providers on the panel based on the , expertise, capacity, location and performance of the shortlisted Service Provider.

The panel will be for a period of 36 months.

**1.2 Eligibility to Bid/Minimum Requirements**

**Only Service Providers that meet the following requirements will be considered for evaluation.**

**a) Team Leader or Director and all the legal practitioners that will be allocated to this Panel should be Admitted Attorney/Conveyancer/Notaries. The Team Leader and the legal practitioners allocated to this Panel should submit a certified copy of admission certificate as proof.**

**Conveyancers and Notary should also submit their conveyancer and notary admission certificate ( if Service Provider wants to be shortlisted for the conveyancer/notary service)**

**b) Team Leader and all the practicing legal practitioners that will be allocated to this panel should be in good standing with the Legal Practice Council. (Team Leader and practicing legal practitioner to provide certified copy of letter of Good Standing from Legal Practice Council ).**

**c) Team Leader/Directors should have a valid Fidelity Fund Certificate. ( Service Provider to submit a certified copy of a valid Fidelity Fund Certificate)**

**d) Service Providers must ensure that all the required returnable documents and annexures are submitted together with this bid document, fully completed and signed as required in Table 1 below for mandatory returnable and Annexures.**

**e) Corresponding attorney will not be allowed.**

## 1.2 Estimated timeline

Activity		Date	Time
1.	Advert Date	28 June 2024 ECDC Website, Print Media and E-Tender Portal	N/A
2.	<b>Compulsory Briefing Session for bidders</b>	<p>There will be no briefing meeting.</p> <p>For any enquiries/queries relating to this Bid, Bidders are required to email the procurement department at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>, attention S Matyaleni for Queries</p> <p>Answers/Clarity on Bid will be posted on the website at <a href="http://www.ecdc.co.za">www.ecdc.co.za</a></p> <p><b>Bidders should send an email to ECDC Procurement at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> to register their interest in submitting their Interest for communication purposes</b></p>	
3.	Last Day of Questions	12 July 2024	16:30
4.	<b>Closing Date/Time</b>	<b>19 July 2024</b>	<b>12:00</b>
5.	<b>Validity Period</b>	<b>180 days</b>	

## 1.3 Compulsory Briefing Session

There will be no briefing meeting.

For any enquiries/queries relating to this Bid, Bidders are required to email the procurement department at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za), attention S Matyaleni for Queries

Answers/Clarity on Bid will be posted on the website at [www.ecdc.co.za](http://www.ecdc.co.za)

**Bidders should send an email to ECDC Procurement at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) to register their interest in submitting their Interest for communication purposes**

## 1.4 Submission of Bid Documents

Firmly bound bid document with all attachments and returnable documents in a sealed envelope to be placed **in the Bid/Tender Box** on or before the final date and time of submission proposals indicated above in table 1.2 above. ECDC will not be liable for any lost pages on documents that are not firmly bound.

**One, original, duly signed by authorised representative** ( Attach Letter of Authority) **bid document with one soft copy** of the original document inclusive of these terms and conditions is required to be submitted as follows:

Bid Reference Number: **ECDC/ELN/405/062024**

Project Name: **Expression of Interest – Panel for the Provision of Legal Services for a Period of 36 Months**

Attention: **SINETHEMBA MATYALENI**

Delivered at: **ECDC Head Office at ECDC House,**



**Note:**

- **No faxed, emailed or telephonic bids will be accepted. No late submissions will be eligible for consideration by ECDC**
- **Bid should be completed in permanent ink**
- **No correction fluid is to be used.**
  
- **The bid box is open on weekdays between 8h00 and 16h30.**

**1.5 Preferential Procurement**

The Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022 as applicable to Provincial Government Business Enterprises as listed under Schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time will apply in this bid.

**1.6 Validity of Expression of Interest**

All expression of bid documents submitted must remain valid until the award of the Panel for the Provision of Legal Services but not exceeding 6 months unless written mutual agreement between the ECDC and the Interested to extend further than the 6 months.

**1.7 Evaluation Criteria**

All expressions of interests will be evaluated in the following stages:

<b>Pre-Qualification</b>	<b>Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.</b>
<b>Stage 1</b>	<p><b>Involves an evaluation of functionality only –</b></p> <p><b>The proposals scoring a minimum of 70% for functionality points will be short listed and will be invited to participate in the next phase of the procurement process (negotiating standard rates and conditions of contract for the Panel for the Provision of Legal Services for a Period of 36 months). Submissions scoring less than 70% will be deemed to be non-responsive.</b></p> <p><b>ECDC reserves the right to limit the number of service providers on the panel. (ECDC will limit the number of service providers by using highest functionality points.)</b></p>

**1.7.1 Pre-Qualification Stage (Mandatory Requirements)**

**Bidders to meet the following Mandatory Requirements in order to be evaluated;**

**Table 1**

- a)** Service Providers must ensure that all the required returnable documents and annexures are submitted together with this bid document, fully completed and signed as required in Table 1 below for mandatory returnable and Annexures.

Description	Mandatory Requirement for Evaluation	Mandatory Requirement for Award
1.	<p><b>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</b> The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> <li>• Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li>• ID Number,</li> <li>• Government Employee</li> <li>• Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified.</li> </ul> <p>Onus on the Service Provider</p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p> <p>Directors/Employees in the Service of State</p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> <li>submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA")</li> <li>submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee.</li> </ol> <p>ECDC reserves the right to verify such information from their AO/AA JV's and Consortium</p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	Yes

2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> <li>Bidders must ensure compliance with their tax obligations.</li> <li>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</li> <li>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> </ul>	Yes	No
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3.	<p><b>Human Resource Capacity</b></p> <p>All Legal Practitioners need to comply with the Legal Practice Act 28 of 2014, as amended; and The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109 (2) of the Legal Practice Act.</p> <p>a) <b>Legal Practitioners to be admitted and enrolled as Legal Practitioners:</b> Team Leader/s and/or Director/s who will be allocated to this ECDC Panel shall be Legal Practitioners that are admitted and enrolled to practice as Attorneys / Conveyancer /Notary in terms of the Legal Practice Act as amended .</p> <p style="text-align: center;"><b>AND</b></p> <p>b) <b>Legal Practitioners to be in Good Standing:</b></p> <p>Legal Practitioners (Team Leader/Director) who will be allocated to this ECDC Panel shall be Legal Practitioners that are in good standing with the South African Legal Practice Council as per the Rules.</p> <p style="text-align: center;"><b>AND</b></p> <p>c) <b>Legal Practitioners to be in possession of a valid Fidelity Fund Certificate</b></p> <p>Legal Practitioners (Team Leader/Director) who will be allocated to this ECDC Panel shall be Legal Practitioners that has a valid Fidelity Fund Certificate.</p> <p><b><u>Documents to be Submitted for compliance</u></b></p> <p>✓ Bidder to Complete Annexure C or submit an organogram indicating the responsibilities of the Legal Practitioners i.e. (Indicate who is a Team Leader for that area of specialization etc. )</p> <p style="text-align: center;"><b>AND</b></p> <p>✓ Submission of <b><u>Certified copy of the Admission Certificate (Team Leader and/or Director)</u></b> and their</p> <ul style="list-style-type: none"> <li>• <b><u>respective Certified Letter of Good Standing from Legal practice Council</u></b> and</li> <li>• <b><u>respective Certified copy of their respective Fidelity Fund Certificate</u></b></li> </ul> <p><b>ECDC reserves the right to verify the Admission Legal Practitioners and Good Standing with the relevant authority during the evaluation of the Bid and the duration of the contract.</b></p>	Yes	Yes
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5.	<p><b>Letter of Authority/ Board Resolution to sign on behalf of the bidder</b> if more than one Director or if there is only one director and the director is not the one completing the document.</p> <p><b>Note:</b> Letters of authority (more than 1 Director) where the author, and the authorized individual is the same will not be acceptable e.g</p> <p>where there are two Directors (A and B) and the letter of authority is authorizing Director A as a signatory of the Expression of interest, and only Director A signs the Letter of Authority is written by Director. This will not be acceptable. Director B should also in agreement.</p>	Yes	Yes
6.	<p><b>Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.</b></p>	Yes	Yes
7.	<p><b>Annexure F: Rates Schedule Completed and Signed .</b></p>	Yes	Yes
8.	<p><b>Annexure G -(SBD 4): Bidder's Disclosure (bidder); (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes
9.	<p><b>Annexure H– Statement of Consent to Data Processing (Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority</b></p>	Yes	No (Should be completed before evaluation)
10	<p><b>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b></p> <p><b>Note</b>  <b>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p> <p><b>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocated accordingly.</b></p>	No	No
11	<p><b>Annexure J: Attach</b> a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p><b>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>	No	No

The following will be applicable to Joint Ventures/Consortium

Bidders should not that the calculation of points for Joint Ventures/ Consortiums will be calculated in line with the provisions of Circular 02 of 2023/24

12	<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).</p>	Yes	Yes
13	<p><b>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem</b> <b>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b> <b>Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality.</b> <b>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document for all JV / Consortium members</b></p>	No	No
14	<p><b>Declaration with regards to Company /Firm Location</b> <b>Attach</b> a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. <b>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</b></p>	No	No

**FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE QUOTE WILL RESULT IN YOUR QUOTATION BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.**

1.7.2 Stage 1 – Functionality Evaluation Criteria (to be completed as per specific requirements)

**NOTE VERY IMPORTANT:**

Bidder should indicate the area of expertise they want to be shortlisted in ( refer to Front Page or Annexure D) ECDC will evaluate the experience of the Bidder on each area they have chosen to be shortlisted for

Proposals scoring a minimum of 70%for functionality points will be short listed. Submissions scoring less than 70% will be deemed to be non-responsive.

**EVALUATION CRITERIA FOR FUNCTIONALITY**

**Documents to be Submitted for scoring points**

- ✓ Bidder to Complete Annexure C or submit an organogram indicating the Lead Attorney who will be allocated for that area of specialization or Conveyancer or Notary
- ✓ Submission of CVs of the Service Provides’s Lead Attorney with certified copy of their relevant Admission Certificate
- ✓ **Experience of the Lead Attorney should be relevant to the area of Legal Service that the Bidder has chosen to be shortlisted for.** If the Service Provider has chosen more than one area, Bidder to demonstrate by submitting a Lead Attorney/s that has the relevant experience and admission

**If there are more than one area of specialization the service provider is required to have different Team Leaders (A team leader can have more than one area of specialization).**

**A. EXPERIENCE OF THE LEAD ATTORNEY**

i)	Admitted Attorney/Conveyancer/Notary who has between 3 (including) and 5 years of Experience (relevant to the area of expertise chosen) from date of Admission as a Legal Practitioner	20	40
ii)	Admitted Attorney/Conveyancer/Notary who has between 5 (including) and 7 years of Experience (relevant to the area of expertise chosen) from date of Admission as a Legal Practitioner	30	
ii)	Admitted Attorney/Conveyancer/Notary who has between 7 (including) and 10 years of Experience (relevant to the area of expertise chosen) from date of Admission as a Legal Practitioner	35	
iii)	Admitted Attorney/Conveyancer/Notary who has 10(including) years and above years of Experience (relevant to the area of expertise chosen) from date of Admission as a Legal Practitioner	40	

**B. TRACK RECORD OF THE BIDDER**

Service Provider to submit reference letters that are relevant to the area of Legal service they want to be shortlisted for.

**References letters with a rating of good or more will only be considered.**

**Documents to be Submitted for allocation of Points:**

- ✓ Completed and Signed Annexure E **or**
- ✓ Reference Letter that has the following information: - Letter Head of a Client , Contact Name, Email Address/Telephone, Legal Service that the Bidder Provided, If the Service Provider’s performance on the matters was good.
- ✓ **A generic Reference Letter will NOT be accepted. The reference letter should be specific on the area of expertise that the Bidder provided Legal Service for.**

The Area of expertise are as follows

- A.  Construction Law
- B.  Labour and Employment Law
- C.  Property Law, Conveyancing and Notarial Registration Services
- D.  Environmental Law
- E.  Intellectual Property Law
- F.  Corporate and Commercial Law

- G.  Debt Collection Litigation
- H.  Legal Cost Consultant (must be an admitted attorney)
- I.  Procurement Law
- J.  Public and Administrative Law

**TRACK RECORD OF THE BIDDER**

i)	More than Five(5) reference letters with a rating indicating good or above in the area of expertise the Service Provider has chosen)	30	30
ii)	Five(5) reference letters with a rating indicating good or above in the area of expertise the Service Provider has chosen)	25	
iii)	Four (4) reference letters with a rating indicating good or above in the area of expertise the Service Provider has chosen)	22	
iv)	Three (3) reference letters with a rating indicating good or above in the area of expertise the Service Provider has chosen)	20	
V	Two (2) reference letters with a rating indicating good or above in the area of expertise the Service Provider has chosen)	15	

**C. LOCALLY BASED FIRM (PROVIDE PROOF OF ADDRESS)**

**Documents to be Submitted as proof thereof:**

Bidder to submit proof of physical address in a form of Municipal Account of the Bidder or Lease Agreement of Bidder, Tax Clearance Certificate of Bidder, Telephone Account of Bidder.

a)	Service Provider to have Office either in East London, King Williamstown, Port Elizabeth, Queenstown, Butterworth and Mthatha and their surrounding areas ( Surrounding Area is area not more than 60km from the mentioned areas	20	20
b)	No Office in the areas specified in a) above	0	
<b>Total Points</b>			<b>90</b>
<b>70 % threshold points to be scored</b>			<b>63</b>

- a) Only bids that have achieved the minimum qualifying score for functionality will be considered for shortlisting in that area chosen and will be invited for rates negotiation/conclusion
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100 \text{Where:}$$

Ps = percentage scored for functionality by bid under consideration

So = Total score for bid under consideration

Ms = Maximum possible score

- d) The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.



### 1.7.3 Stage 2 – Shortlisting

- a) Service Provider that have achieved a minimum of **70%** on functionality evaluation **will be invited for negotiations of standard rates that will be applicable for the contract.**
- b) Conveyancers will be utilizing Government Gazetted Rates
- c) Service Providers that do not agree with the negotiated rates will not be included on the panel.**

## **1.8 Alteration or withdrawal of Proposals**

Interested Parties may withdraw their proposal by written notification before award

## **1.9 Costs for preparation of Proposals/presentations**

The costs incurred by Bidders in respect of the attendance of any briefing , negotiations or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

## **1.10 Ownership of Proposals and presentations**

The ECDC shall on receipt of any proposal relating to this request, and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

## **1.11 Tax Clearance Certificate requirements**

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

ECDC will also monitor Tax Compliance of the Service Providers that have been shortlisted on the Panel and Tax Status will be verified prior the awarding of their task instruction

## **1.12 Confidentiality**

1.12.1 The entire process of calling for Bids/expression of interest was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

1.12.2 The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

1.12.3 The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.

1.12.4 Any document, shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

## **1.13 Inventions Patent and Copy-Rights**

1.13.1 The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

1.13.2 Provide ECDC the sole and exclusive right to alter and adapt the work.

1.13.3 The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

## **1.14 Ethics**

1.14.1 Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or

influence the Evaluation and /or the Procurement Committee or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.

- 1.14.2 The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

### **1.15 Competition**

- 1.15.1 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.
- 1.15.2 In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.15.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.15.4 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.
- 1.15.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.15.6 In this regard bidders are required to complete Annexure F, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.
- 1.15.7 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

- 1.16 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

### **1.17 Cancellation of Bid Process**

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals/Expression of Interest and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid/Call for Proposal/Expression of Interest and/or Quotation. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

### **1.18 Negotiations of Standard Rate**

In terms of the Bid evaluation process short-listed bidders/interested parties will be invited to participate in the negotiation of standard rates for all panel members. The negotiations may entail the bidder/interested party being invited to a venue as determined by the Negotiation Committee. All transport and accommodation costs incurred by the bidder/interested party will be for the bidder's account and will not be reimbursed in any way. Failure to attend the scheduled negotiation meeting will lead to immediate disqualification from the bid process.

Conveyancers will be utilizing Government Gazetted Rates applicable

### **1.19 Signing of documentation**

The obligation to complete, duly sign and submit declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

## 1.20 Contract award/Shortlisting

- 1.19.1. ECDC reserves the right to limit the number of service providers on the panel.
- 1.19.2. Where a service provider is appointed to the panel, ECDC does not guarantee that such service provider will receive a task instruction/s to perform services in accordance to the expression of interest.
- 1.19.3. Service Providers will be notified of the short – listing and award in writing by the Procurement Department of ECDC
- 1.19.4. The final acceptance to be in the panel shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the shortlisted Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Shortlisted Bidder.
- 1.19.5. As a guideline regarding the content of the service level agreement, the bidder/interested party is referred to the general conditions of contract of ECDC. The terms and conditions as agreed upon during the negotiations and as approved by the ECDC Delegated Authority will be included in the Service Level Agreement.
- 1.19.6. Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.
- 1.19.7. ECDC reserves the right to award task instruction/s to service providers according to each service provider's location, performance, capacity of the team and the availability.
- 1.19.8. The ECDC will not entertain any request of feedback before the final awarding of the contract.

## 1.21 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## 1.22 Disclaimer

- 1.21.1. This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.
- 1.21.2. Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.
- 1.21.3. The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session
- 1.21.4. The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.
- 1.21.5. Except in cases of criminal negligence or willful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and
- 1.21.6. The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Head office: EAST LONDON T: (+27) 043 704 5646 • QEBERHA T: (+27) 041 373 8260 • KOMANI T: (+27) 045 838 1910  
MTHATHA T: (+27) 047 501 2200 • BUTTERWORTH T: (+27) 047 401 2700 Satellite offices: ZWELITSHA T: (+27) 063 501 0920  
• MOUNT AYLIFF T: (+27) 039 254 6500 • MALETSWAI T: (+27) 064 751 8105 • GRAAFF-REINET: (+27) 071 859 6520

**1.23 Contact and Communication**

- 1.24 A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 1.25 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.26 Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 1.27 **All** communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	S Matyaleni
Telephone number	043 704 5600
E-mail address	<a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>



**1 ETHICS & FRAUD HOTLINE REPORTING CHANNELS**

HOTLINE DETAILS	
Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	<a href="mailto:ecdc@behonest.co.za">ecdc@behonest.co.za</a> <a href="mailto:aidc@behost.co.za">aidc@behost.co.za</a>
SMS Number:	48691
Free Post	BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075
Website Link	<a href="http://www.behonest.co.za">www.behonest.co.za</a>
Chat	<a href="http://www.behonest.co.za">www.behonest.co.za</a>

1.28 Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete. 1.29 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any). 1.30 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any

other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

1.31 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## SECTION C

### TERMS OF REFERENCE / BID SPECIFICATIONS

#### ABOUT ECDC

##### Vision

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

##### Mission

**To promote sustainable economic development in the Eastern Cape through focused:**

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

##### Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statements and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT).

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

#### 2. Scope of Services Required

Eastern Cape Development Corporation (ECDC) requires experienced service providers of legal practitioners that have admitted attorneys to assist with Legal Services for a period of 36 months.

It is the intention of ECDC to appoint a Panel of Legal Practitioners who are Attorneys/Conveyancers/Notary to provide legal services for the following various legal services requires as per the scope of work detailed below

- A.  Construction Law
- B.  Labour and Employment Law
- C.  Property Law, Conveyancing and Notarial Registration Services
- D.  Environmental Law
- E.  Intellectual Property Law
- F.  Corporate and Commercial Law
- G.  Debt Collection Litigation
- H.  Legal Cost Consultant ( must be an admitted attorney)
- I.  Procurement Law
- J.  Public and Administrative Law

The scope of services required is but not limited to the following:.

<b>A</b>	<b>CONSTRUCTION LAW</b>
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### A.1 Scope of Work

Services required are listed below but not limited to.

- Advice on standard form contracts (e.g. FIDIC, NEC, GC, JBCC, ECC etc.), recommended for use by the Construction Industry Development Board, the Built Environment professions, the Construction Regulations 2003, and the Built Environment Professional Legislations and other applicable laws.;
- Advice on regulatory framework;
- Advice on contract insurances;
- Provide litigation and dispute resolution services in all areas of Construction Law; and
- Advice on all aspects of Construction Law and related matters;
- Disputes on contractual matters e.g. insurance requirements exposure to specific projects, standard form of contract management e.g. advice on all aspects of claim procedures as well as claim preparation and enforcement (or defense) strategies, assessment and formulation of delay and disruptions claims ;
- And any relevant items
- Training
- Monthly reporting on the current status of all matters

### A.2 Mandatory Requirements

Compliance with the Legal Practice Act 28 of 2014, as amended; and

The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**A.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

<b>B</b>	<b>CONVEYANCING AND NOTARIAL PRACTICE</b>
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### B.1 Scope of Work

Services required are listed below but not limited to:

- Registration of transfers;
- Registration of sub-division of land;
- Registration of servitudes
- Consolidation of land;
- Proclamation and registration of townships;
- Removal of restrictive Title Deed Conditions;
- Notarial tie-agreements and registrations;
- Registration of Mortgage Bond, Notarial bonds and Notarial Leases,
- Cancellation of Mortgage Bonds, Notarial Bonds and Notarial Leases;
- Transfer of Ownership of Properties;
- Compiling of Deed of Sales;
- Obtaining Copy of ECDC Title Deeds;
- General conveyancing and notary services;
- Litigation service in respect of Property Law;
- Training
- And any other related service



- Monthly reporting on the current status of all matters

## **B.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and

The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**B.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

**B.4 Conveyancer:** Is a practising attorney who is admitted and enrolled to practise as a Conveyancer under the Legal Practice Act 28 of 2014

**B.5 Notary:** Is a practising attorney who is admitted and enrolled to practise as a notary under the Legal Practice Act 28 of 2014

<b>C</b>	<b>CORPORATE AND COMMERCIAL LAW</b>
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## **C.1 Scope of service**

Services required are listed below but not limited to:

- Corporate Governance advice;
- Advice on and representation in insolvency, liquidation, winding-up and business rescue proceedings;
- Conduct legal due diligence exercises;
- Advice on financing transactions;
- Advice on investor financing;
- Advice on security structuring;
- Assist with the drafting, negotiation and review of commercial agreements, e.g. - Shareholders’ agreements, sale of business agreements, sale of shares agreements, preference share agreements, development leases, joint venture agreements etc.
- Assist with the restructuring of corporate entities/ subsidiaries;
- Contract related advice;
- Advice on regulatory aspects of transactions;
- Provide litigation and dispute resolution services in all areas of Corporate and Commercial Law, including debt collection; and
- General advisory services
- Draft, negotiate, review lease agreements and sale agreements;
- Advice on all aspects of property law;
- Advise on insurance related matters;
- Advise on third party claims;
- Provide litigation and dispute resolution services in all areas of Public Liability;
- Provide litigation services in all Corporate and Commercial fields;
- General legal advice in respect of public liability;
- Act on behalf of ECDC in civil matters;
- Training
- Monthly reporting on the current status of all matters

## **C.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and

The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**C.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

## **D ENVIRONMENTAL LAW**

### **D.1 Scope of service**

Services required are listed below but not limited to:

- Advice on regulatory and compliance issues;
- Advice on contractual and transactional issues;
- Advice on waste and hazardous substance emissions and control;
- Provide litigation and dispute resolution services in all areas of Environmental Law;
- General Environmental Law advice;
- Any other relevant items; and
- Training
- Monthly reporting on the current status of all matters

### **D.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and

The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**D.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

## **E INTELLECTUAL PROPERTY LAW**

### **E.1 Scope of service**

Services required are listed below but not limited to:

- Advise on intellectual property matters, including trademarks, copyright, designs, etc;
- Advise on intellectual property rights generally;
- Provide litigation and dispute resolution services in all areas of Intellectual Property law; and
- Training
- Monthly reporting on the current status of all matters

### **E.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and

The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**E.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;

- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

<b>F</b>	<b>LABOUR LAW</b>
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### **F.1 Scope of service**

Services required are listed below but not limited to:

- Interpretation of and advice on Labour law legislative prescripts
- Representation at the CCMA, Bargaining Council forums, Labour Court, Appeal Court, High Court or any other competent forum in respect of any labour related dispute;
- Strategic advice on labour law issues;
- Chairing and prosecution of internal disciplinary proceedings;
- Advice on disciplinary and performance issues;
- General labour law advice and services;
- Labour related Litigation; and
- Labour law training;
- Monthly reporting on the current status of all matters

### **F.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and

The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**F.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

<b>G</b>	<b>DEBT COLLECTION LITIGATION</b>
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### **G.1 Scope of service**

Services required are listed below but not limited to:

- 
- Collect arrears owing in respect of business loans and arrear rentals;
- Provide litigation and dispute resolution services in all areas of Property Law including evictions;
- Represent ECDC in defended collection matters;
- Appointment of correspondents in Good Standing, according to the Rules of the South African Legal Practice Council, as and when required;
- Appointment of an Advocate in Good Standing, according to the Rules of the South African Legal Practice Council, as and when required in the High Court;
- Appointment of a Professional Valuer, registered to the relevant statutory authority e.g. South African Council for the Property Valuers Profession, to assess cost benefit analysis of claims in respect of collateral in respect of the collection matter, if requested;

- Appointment of Tracing Agents registered with the Council for Debt Collectors;
- Perform Deed searches to establish all the assets of both the debtor and its surety
- Compiling of necessary documents for criminal and civil cases relating to Fraud, Corruption and theft pertaining to the matter handed over;
- Application for a liquidation order, if instructed
- Application of an Urgent eviction order;
- Assist ECDC with any Debt Collection Litigation;
- Listing of all judgements on the South African National Credit Bureau e.g. Experian and/or Transunion
- Payment of collected monies to ECDC, without delay, supported by a statement
- Reporting, in writing on a monthly basis on the status of all collections
- Any other relevant service for a specific matter

**ECDC considers the following as Non-performance and remedies will be sought in line with the contract.**

- If any debt prescribe after it was handed over;
- If the Judgement does not comply with the following
  - Rental debt
    - Display the Registration/ Identity number of the entity/person
    - Display the Identity number of the surety
    - Pray for (a) judgment for the debt (b) eviction in the name of the debtor (c) removal / eviction of any person found on the premises
    - Stamped by the Court
  - Loans
    - Display the Registration/ Identity number of the entity/person
    - Display the Identity number of the surety
    - Stamped by the Court

<b>H</b>	<b>LEGAL COST CONSULTANT (Must be an Admitted Attorney)</b>
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**H.1 Scope of service**

Services required are listed below but not limited to:

- Drafting of Bills of Costs;
- Opposing Bill of Costs
- Attending Taxation
- Reviewing and assessing the reasonability of invoices submitted by Panel Attorneys to ECDC
- Negotiating of settlement of Bills of Costs
- Negotiating of settlement of invoices
- Monthly reporting on the current status of all matters

**H.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and  
 The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**H.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;

- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

<b>I</b>	<b>PROCUREMENT LAW</b>
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### **I.1 Scope of service**

Services required are listed below but not limited to:

- Interpretation of and advice on procurement law legislative prescripts;
- Provide litigation and dispute resolution services in all areas of procurement law;
- Training;
- Monthly reporting on the current status of all matters

### **I.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and  
The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**I.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

<b>J</b>	<b>PUBLIC &amp; ADMINISTRATIVE LAW</b>
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### **J.1 Scope of service**

Services required are listed below but not limited to:

- Interpretation of and advice on public and administrative law legislative prescripts;
- Provide litigation and dispute resolution services in all areas of public and administrative law;
- Training;
- Monthly reporting on the current status of all matters

### **J.2 Mandatory Requirements**

Compliance with the Legal Practice Act 28 of 2014, as amended; and  
The South African Legal Practice Council Rules made under authority of S95(1), S95(3) and S109(2) of the Legal Practice Act.

**J.3 Attorney:** To be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- That the legal practitioner is up to date with all amounts owed by him or her to the Council

**2.1. Issuing of Task Instruction**

- a) The panel of Attorney will be utilised on an *ad hoc* (“as and when required”) basis, issuing task instructions to Service Providers on the panel based on expertise, capacity, complexity of the case, area of jurisdiction and performance of the shortlisted Service Provider.

ECDC requires that the Service Provider and the Legal Practitioners should be to be in “Good Standing” with the South African Legal Practice Council, as per the Rules, means that:

- ✓ The attorney has been enrolled as an attorney under the Legal Practice Act 28 of 2014, in that the name of the attorney appears on the Roll of legal practitioners and has not been suspended from practice;
- ✓ There are no proceedings pending or contemplated to remove the attorney from the roll of legal practitioners or to be suspended from practice;
- ✓ That where the attorney is required to be in possession of a Fidelity Fund certificate, that he/she is in possession of a valid Fidelity Fund Certificate; and
- ✓ That the legal practitioner is up to date with all amounts owed by him or her to the Council

**No Task Instruction will be issued to Service Providers that has legal Practitioners that are not in Good Standing**

- b) The shortlisting of a service provider on the panel does not guarantee that the said service provider will be awarded work by the corporation.
- c) The panel will operate as a centralized database to be used by the corporation in its head office in East London as well as its regional as well as the following regional offices:

- Butterworth, Mthatha, Queenstown, Port Elizabeth, East London

For inclusion under a region, the firm of Attorneys is expected to indicate which regions they are willing to provide services. The firm shall have an office in the selected region. Firms will only be allocated to that region if they have submitted proof that they are located in that region in terms of a Lease Agreement/Municipal Account of the Firm/Telephone Account of that Firm /Tax Clearance Certificate of that Firm. (Proof should have the address of the area )

- Regions are listed below, please tick with an X the applicable region of operation and attach proof of address in order to be shortlisted in that area.

East London	Mthatha	Queenstown	Port Elizabeth	Butterworth

During the Contract the Service Provider will be allowed to add an area of operation where there is proof that they have offices in that area.

- d) Standard rates will be negotiated and utilized for appointing the Legal Practitioners. Applicable rates will be subject to an escalation not exceeding CPI on the anniversary of the award.

**4. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD**

Interested Service Providers must demonstrate the following in their proposal

**4.1 Capacity - Bidders must demonstrate that:**

The Service Provider should demonstrate that it has adequate human resources and personnel to dedicate to the needs of the project;

- a) Legal Practitioners should be Admitted Attorney/Conveyancer/Notary
- b) Team Leader or Director should be admitted Attorney/Conveyancer/Notary with a minimum of three years of experience from the date of Admission.
- c) Submit a certified copy of admission certificate as proof.

#### **4.4 Experience & Track Records - Bidders must demonstrate that:**

- 4.4.2 The Service Provider should indicate that they have experience in providing the services that they have elected to be shortlisted for. This will be demonstrated by submission of reference letter/s that have indicated that the Service Provider has experience providing legal services in that area

## CONDITIONS SPECIFIC TO THIS BID

### 3. Responsibilities and duties

- 3.1. Notwithstanding the fact that a description of the services have been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 3.2. The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavors to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 3.3. The Services shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.
- 3.4. No additional fees are to be charged if meeting are at the offices of the attorney except for fees that are charged hourly for the works.

### 4. Obligation to perform and sub-contracting

- 4.1. The Bidder may not brief an Advocate or procure the services of a Third Party without the consent of ECDC.

### 5. Anti-dumping and countervailing duties and rights

- 5.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### 6. ECDC facilities

- 6.1. Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cellphone, fax and computer facilities to perform the services.
- 6.2. The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:
- 6.3. Abide by the health, safety and security measures as prescribed by ECDC from time to time;
- 6.4. To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own willful misconduct.

### 7. Force majeure

- 7.1. If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the cause thereof. Unless otherwise directed by ECDC in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 7.2. ECDC reserves the right to re-allocate work to another Service Provider in the case of the Force majeure

### 8. Insurance

- 8.1. Service Provider should have a valid Fidelity Fund Certificate.

### 9. Responsibility to perform



- 9.1. Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract/ as per agreement in the task instruction
- 9.2. If at any time during performance of the contract, the bidder/panel member or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder/panel member shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's/panel member's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's/panel member's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract..
- 9.3. ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.
- 9.4. A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.
- 9.5. ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
- 9.6. ECDC may also consider termination of the contract.
- 9.7. ECDC may also upon any delay beyond the delivery period in the case of provision of works as per a works order (task instruction), ECDC shall, without cancelling the contract, be entitled to reallocate the works order (task instruction) to another service provider and to place the name of the service provider that has not delivered on time at the bottom of the list for rotation.

## 10. Duration of the contract

- 10.1. It is anticipated that the appointment/shortlisting will be made during **August 2024** which will result in the signing of a Service Level Agreements with the panel service providers.
- 10.2. **The Panel of Legal Service Providers will be for a period of 36 (thirty six) months .**
- 10.3. Upon any delay beyond the delivery period in the case of provision of works as per a works order (task instruction), ECDC shall, without cancelling the contract, be entitled to reallocate the works order (task instruction) to another service provider and to place the name of the service provider that has not delivered on time at the bottom of the list for rotation.
- 10.4. Work may only be commenced by service providers acknowledgement of receipt of a written task instruction by ECDC and once an order for the task instruction has been generated.

## 11. Payments and tax

- 11.1. Payments shall only be made in accordance with the fees standard rates as negotiated and agreed upon during the negotiation and award stage. Payments will not be processes where written task instructions have not been issued by ECDC. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the standard rates negotiated and agreed upon by the panel service providers, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.
- 11.2. ECDC will re-imburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation. This will only be permitted in line with the terms and conditions as agreed upon during the negotiation and award stage of the bid and as agreed upon in the task instructions issued by ECDC.

- 11.3. The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.
- 11.4. Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- 11.5. The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonable necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.
- 11.6. Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;
- 11.7. A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- 11.8. A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

**SECTION D****ANNEXURE A: SUPPLIER INFORMATION****Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

<b>Legal Name of Bidder :</b> (Same as CSD)	
<b>Trading Name of Bidder:</b> (Same as CSD)	
<b>Registration Number</b> (Same as CSD)	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Contact Person</b>	
<b>Title/Position in the Firm</b>	
<b>Mobile Number</b>	
<b>Bidder Telephone Number</b>	
<b>Facsimile Number</b>	
<b>Email Address of Contact Person</b>	
<b>Email Address of Bidder</b>	
<b>VAT Registration Number</b> (Same as CSD)	
<b>Central Supplier Database Number</b>	<b>MAAA</b>

<b>B-BBEE STATUS VERIFICATION</b>	
<b>Very Important:</b> <b>(Attach B-BBEE Status Verification from Accredited Service Provider or B-BBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)</b>	
<b>Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	<b>Are you a foreign based supplier for the Goods/Services/Works Offered?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
Is the Entity a resident of the Republic of South Africa (RSA)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have any source of income in the RSA	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register</b>	
<b><u>VERY IMPORTANT</u></b> <b>NO QUOTATIONS/BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.</b>	

**SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:**

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....  
 (NAME OF BIDDER).

Print Name Date

\_\_\_\_\_

Designation Signature

\_\_\_\_\_

**Annexure B: LOCATION**

1	Where is the Bidder's main office?	
	East London	
	Mthatha	
	Queenstown	
	Port Elizabeth	
	Butterworth	
	Other Office:	

**Note:** Bidder to attach proof of location by submitting Municipal Account, Telephone Account, Lease Agreement, Tax Clearance ; BBBEE Certificate

During the Contract the Service Provider will be allowed to add an area of operation where there is proof that they have offices in that area.

**ANNEXURE C – HUMAN RESOURCE**

**Team Allocated for this Service ( ECDC)**

1.	How many full time staff will be involved in this project?	
2.	Provide the names of the full time staff members and indicate the portfolios for which they are responsible.	

**Team Leader Attorney/Director ( Who will be allocated to this Panel)**

Name of the Attorney/ Director	Responsibility in this Panel	Is the Certified Copy of an Admission Certificate as an Attorney Attached?	Is the Letter of Good Standing from the Legal Practice Council Attached?	Years of Experience from Admission Date (Attach CV)
		<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
		<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
		<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
		<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
		<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	

Note: Attached the required Admission Certificate as an Attorney, Letter of Good Standing from Legal Practice Council and CV . Failure to do so will lead ECDC to assume that individual is not a resource in your office.

**Team Allocated for this Service ( ECDC)**

**Other Legal Practitioners ( Who will be allocated to this Panel)**

Name of the Lead Attorney/ Director	Responsibility in this Panel	Is the Certified Copy of an Admission Certificate as an Attorney Attached?	Is the Letter of Good Standing from Legal Practice Council and Fidelity Fund Attached <sup>a</sup>	Years of Experience as Legal Practitioner in the area of expertise chosen from Admission Date (Attach CV as proof)
	Team Leader : Construction Law	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader : Conveyancer and Notaries	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader : Corporate and Commercial Law	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader : Environmental Law	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader : Intellectual Property Law	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader : Labour Law	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader : Debt Collection	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader: Legal Cost Consultant	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader: Procurement Law	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	
	Team Leader: Public & Administrative Law	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	<input type="checkbox"/> – Yes <input type="checkbox"/> - No	

**ANNEXURE C – HUMAN RESOURCE cnt**

**Other Legal Practitioners ( Who will be allocated to this Panel)**

<b>Name of the Candidate Attorney</b>	<b>Is there proof that the Legal Practitioners has been registered have been admitted and is their Letter of God Standing from the Legal Practice Council Attached?</b>
	<input type="checkbox"/> – Yes <input type="checkbox"/> - No
	<input type="checkbox"/> – Yes <input type="checkbox"/> - No
	<input type="checkbox"/> – Yes <input type="checkbox"/> - No
	<input type="checkbox"/> – Yes <input type="checkbox"/> - No
	<input type="checkbox"/> – Yes <input type="checkbox"/> - No
	<input type="checkbox"/> – Yes <input type="checkbox"/> - No

**Candidate Attorneys attach relevant certificates**

<b>Name of Staff</b>	<b>Role /Responsibility</b>



**ANNEXURE D – AREA OF EXPERTISE**

- Bidders are to indicate below the area they are specializing or have experience in providing legal service.
- The Service Provider will be shortlisted for that service only when they prove by submission of Reference Letters from Client that they have provided the chosen Legal services and their performance was good.
- Service Provider can choose more than one area of specialization provided that they have submitted the required references for the area.
- 

Legal Services	Please Tick below the area the Bidder wants to be shortlisted for
Construction Law	
Conveyancer and Notaries	
Corporate and Commercial Law	
Environmental Law	
Intellectual Property Law	
Labour Law	
Debt Collection	
Legal Cost Consultant (Admitted Attorney)	
Procurement Law	
Public & Administrative Law	



**ANNEXURE E: CLIENT REFERENCE FOR LEGAL PANEL**

- The Bidder should submit this form for their Client to complete and sign as Client Reference for Legal matters that they had handled on their behalf.
- ECDC will not give scores for uncompleted forms.
- The reference to please provide a score (poor, fair, good, very good, excellent, and comment on the contractor's performance on the listed project.

**To be completed and signed by the Client**

<b>Company Name of Bidder:</b>	
<b>Client Name</b>	
<b>Legal Services Provided by the Bidder</b>	
<b>What kind of Legal matter did the Bidder represent you in (Please Tick)</b>	<p>A. <input type="checkbox"/> Construction Law</p> <p>B. <input type="checkbox"/> Labour and Employment Law</p> <p>C. <input type="checkbox"/> Property Law, Conveyancing and Notarial Registration Services</p> <p>D. <input type="checkbox"/> Environmental Law</p> <p>E. <input type="checkbox"/> Intellectual Property Law</p> <p>F. <input type="checkbox"/> Corporate and Commercial Law</p> <p>G. <input type="checkbox"/> Debt Collection Litigation</p> <p>H. <input type="checkbox"/> Legal Cost Consultant</p> <p>I. <input type="checkbox"/> Procurement Law</p> <p>J. <input type="checkbox"/> Public and Administrative Law</p>

I..... being the delegated person of the Client declare that the information provided is correct.

<b>SIGNATURE</b>		<b>DATE</b>	
------------------	--	-------------	--

**PERFORMANCE EVALUATION**

Please **score by ticking** the appropriate box below and comment on the attributes listed below

**To be completed and signed by the Client**

Description / Performance	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
1. Knowledgeable in the field					
2. Time Performance					
3. Reporting					

Comment:

.....

.....

.....

.....

.....

.....

I..... being the delegated person of the Client declare that the information provided is correct.

SIGNATURE		DATE	
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Referee Name: .....

Designation: .....

Email Address: .....

Tel: .....

Company/Client Stamp: (If Applicable)

**Annexure F: Pricing Schedule Professional Services**

- Bidders are required to expressly cover their proposed rate for the listed resources and disbursement .
- The ECDC will negotiate standard rate to be applicable for all Service Providers
- Service Providers may indicate other rates for ECDC's consideration

**Table A: Staff Rate**

Item	Description	Rate per Hour	Rate per Day
1.	Senior Attorney (10 > years post admission experience)		
2.	Attorney (<10 years post admission experience)		
3.	Candidate Attorney		

**Table B:**

**The agreed fee rate exclusive of VAT in respect of undefended debt recovery and evictions**

Item	Order Type	Magistrate Court Rate	High Court Rate
1.	Eviction Order - Residential		
2.	Eviction Order - Commercial		
3.	Judgement for loan Debt		
4.	Settlement Agreement made Order of Court		

Rate for Accommodation and travel can be claimed up to the Maximum Allowable Rates for Domestic Accommodation and Meals as per National Treasury Cost Containment measures effective 01 November 2016.

<b>SIGNATURE of the DELEGATED AUTHORITY ( Attach Delegation of Authority)</b>		<b>DATE</b>	
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**Annexure G - (SBD 4): BIDDER'S DISCLOSURE****Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.**1. Purpose of the Form:**

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

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

**2. Bidder's Declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

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

Full Names	
Identity Number	
Name of the State Institution	

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

2.3.1 If so, furnish particulars:

**3. DECLARATION**

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

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

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

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

**3.7** I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

**SIGNATURE of the DELEGATED  
AUTHORITY**

**DATE**

**ANNEXURE H: STATEMENT OF CONSENT TO DATA PROCESSING**

**In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)**

1. I, \_\_\_\_\_ (full names of the **client/applicant**),  
 Identitynumber \_\_\_\_\_ (**“the applicant”**) do hereby grant my consent to the Eastern Cape Development Corporation (“the ECDC”) and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document**.
6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit)**.
10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

<b>SIGNATURE of the DELEGATED AUTHORITY</b>		<b>DATE</b>	
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**SBD 6.1: Complete in full and sign**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1 GENERAL CONDITIONS**

1.22 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.23 **Principle applicable for this tender /quotation is:**

- a) The value of this bid is estimated to be from R1 million but not exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.24 Points for this tender shall be awarded for:

- (i) Price; and
- (ii) Specific Goals.

1.25 The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
51% and above black owned enterprise	10
Eastern Cape based supplier	5
51% and above women owned enterprise	3
51% and above youth owned enterprise	2
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.26 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.27 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2 DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



### 3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 2.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

#### 2.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 2.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 3. POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>SPECIFIC GOALS</b>				
51% and above black owned enterprise		10		
Eastern Cape based supplier		5		
51% and above women owned enterprise		3		
51% and above youth owned enterprise		2		
<b>SPECIFIC GOALS</b>		<b>20</b>		

**ANNEXURE J - DECLARATION WITH REGARD TO COMPANY/FIRM**

3.3. Name of company/firm.....

3.4. Company registration number: .....

3.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

3.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

(f)

<b>SURNAME AND NAME:</b>	<b>SIGNATURE(S) OF TENDERER(S)</b> .....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**Annexure K: GENERAL CONDITION OF CONTRACT**