

12 Gloucester Road
Vincent, East London, 5217

Postnet Vincent
Private Bag X9063
Suite 302, Vincent, 5247

+27 (0)43 701 3400
+27 (0)43 701 3415

info@ecsecc.org
www.ecsecc.org



INVITATION TO BID

REFERENCE NUMBER	ECS05/25/26	
SERVICES NEEDED	APPOINTMENT OF PANEL OF LEGAL SERVICE PROVIDERS FOR 3 YEARS	
BRIEFING SESSION	N/A	
CLOSING DATE	26 SEPTEMBER 2025	
CLOSING TIME	15H00	
EVALUATION CRITERIA	80/20 PREFERENCE POINT SYSTEM	
BIDDING PROCEDURES ENQUIRIES MUST BE DIRECTED TO:		TECHNICAL RELATED ENQUIRIES MUST BE DIRECTED TO:
MR MALWANDE NTONGANA TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM		Ms ZOLA MSHUMPELA ZOLA@ECSECC.ORG TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	



Table of Contents

1	INTRODUCTION	4
2	PURPOSE	4
3	LEGISLATIVE FRAMEWORK OF THE BID	5
4	COMPULSORY BRIEFING SESSION	5
5	TIMELINE OF THE BID PROCESS	5
6	CONTACT AND COMMUNICATION	6
7	LATE BIDS	7
8	COUNTER CONDITIONS.....	7
9	SUBMISSION OF PROPOSALS.....	7
10	PRESENTATION/DEMONSTRATION	8
11	DURATION OF CONTRACT	8
12	OBJECTIVES	8
13	SCOPE OF WORK.....	8
14	SPECIAL CONDITIONS OF CONTRACT	10
15	EVALUATION AND SELECTION CRITERIA	11
16	GENERAL CONDITIONS OF CONTRACT	14
17	SERVICE LEVEL AGREEMENT	14
18	CONDITIONS OF THIS BID	14
19	PROTECTION OF PERSONAL INFORMATION	15
20	CONFLICT OF INTEREST, CORRUPTION AND FRAUD	16
21	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	
	17	
22	PREPARATION COSTS	17
23	INDEMNITY	17
24	PRECEDENCE	18
25	LIMITATION OF LIABILITY	18
26	TAX COMPLIANCE.....	18
27	NATIONAL TREASURY.....	18

28 GOVERNING LAW..... 18

**29 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER’S
PERSONNEL..... 19**

30 CONFIDENTIALITY..... 19

31 PROPRIETARY INFORMATION..... 19

1 INTRODUCTION

1.1 ECSECC is a Schedule 3C public entity reporting to the OTP which was established as a multi-stakeholder Council to advise the provincial government and a hub for socio-economic research, knowledge and innovation to support decision making, policy formulation and planning towards the sustainable development of the province.

1.2 It is also governed by the ECSECC Act, Act No. 5 of 2024 which came to effect on 1 April 2025, which pronounces the objects of ECSECC as:

- 1.2.1 To advise, assist in and drive the development of a shared and sustainable socio-economic development agenda for the province, aligned to its long term development perspective,
- 1.2.2 To facilitate, monitor and support strategic partnerships that involve the public sector, the private sector, the knowledge sector, organized labour, and civil society in the implementation of the provincial development agenda,
- 1.2.3 To serve as a provincial hub for socio-economic research, knowledge, innovation for decision-making, policymaking and planning, towards the sustainable development of the province, and
- 1.2.4 To empower stakeholder constituencies for meaningful participation in the development, implementation, and monitoring of the provincial development agenda.

1.3 ECSECC is located in Vincent, East London in the Eastern Cape Province only; and has a staff complement of just less than 100 personnel.

1.4 ECSECC has no legal department internally.

1.5 It is against this background that ECSECC is inviting qualified and competent experts with adequate capacity and relevant experience with the aim of developing a panel of legal service providers for a period of three (3) years.

2 PURPOSE

The purpose of this document is to provide prospective legal service providers with adequate information to understand and respond to ECSECC's requirements for the provision of legal services for a period of three (3) years. It serves to ensure uniformity in responses and to provide a structured framework for the evaluation of proposals.

3 LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

Bidders must be compliant when submitting a proposal to ECSECC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

3.2 Procurement Legislation

This will be processed in accordance with the PPPFA requirements. ECSECC's Supply Chain Management Policy and Contract Management Policy outline the procurement process and a supplier performance evaluation process, respectively.

3.3 Technical Legislation and/or Standards

Bidders should be cognizant of the legislation and/or standards specifically applicable to the services.

4 COMPULSORY BRIEFING SESSION

There is no briefing session planned for this RFP.

5 TIMELINE OF THE BID PROCESS

5.1 The period of validity of this bid and the withdrawal of offers, after closing date and time is **120** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-Tender Portal/ Eastern Cape Tender Bulletin/ ECSECC Website	5 September 2025
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	5 September 2025
Questions relating to the bid from bidders	5 September 2025 to 18 September 2025
Bid closing date and time	26 September 2025 at 15H00
Notice to bidders: - Where possible, ECSECC will endeavor to inform bidders of the progress of the bid, including sharing questions and answers, through ECSECC website www.ecsecc.org/tenders	19 September 2025

5.2 All dates and times in this bid are South African standard time.

- 5.3 Any time or date in this bid is subject to change at the ECSECC's discretion.
- 5.4 The establishment of a time or date in this bid does not create an obligation on the part of ECSECC to take any action or create any rights in any way for any bidder to demand that any action be taken on the date established.
- 5.5 The bidder accepts that, if ECSECC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6 CONTACT AND COMMUNICATION

- 6.1 A nominated official of the bidder(s) can make enquiries in writing quoting the Bid Number, to Malwande Ntongana for enquiries, via email tenders@ecsecc.org and/or tenders.ecsecc@gmail.com by phone at 043 701 3400. Bidders must reduce all telephonic enquiries to writing and send them to the above email address.
- 6.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.
- 6.3 Any communication to an official or a person acting in an advisory capacity for ECSECC in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 6.4 All communication between the bidder(s) and ECSECC must be done in writing.
- 6.5 Whilst all due care has been taken in connection with the preparation of this bid, ECSECC makes no representations or warranties that the content of the bid or any information communicated to or provided to the bidder(s) during the bidding process is, or will be, accurate, current, or complete. ECSECC and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- 6.6 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECSECC (other than minor clerical matters), the bidder(s) must promptly notify ECSECC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford ECSECC an opportunity to consider what corrective action is necessary (if any).
- 6.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECSECC will, if possible, be corrected and provided to all bidder(s) via ECSECC website, without attribution to the bidder(s) who provided the written notice.
- 6.8 All persons (including the bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on 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.

7 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

8 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions may result in the invalidation of such proposals.

9 SUBMISSION OF PROPOSALS

9.1 Bid documents will only be considered if received by ECSECC before the closing date and time, regardless of the method used to send or deliver such documents to ECSECC.

9.2 Bids can be submitted electronically, by way of compressing the documents into a zip format or send through a link pointing to your cloud account for the file access by email to tenders@ecsecc.org and tenders.ecsecc@gmail.com quoting the reference of the Bid Number **ECS05/25/26**.

9.3 The bidders must submit the following documents in response to this bid:

9.3.1 An executive summary profiling the company and showing track record of the law firm which justifies the proposed law practice area, including:

9.3.1.1 List of similar projects both past and current,

9.3.1.2 Reference letters from clients of completed projects,

9.3.1.3 CV and certified copy qualifications of the deployed legal professionals.

9.3.2 Valid letters of good standing with the Sout African Legal Practice Council or certified copies.

9.3.3 Valid Fidelity Fund Certificates (FFC) or certified copies.

9.3.4 Completed and signed SBD Forms supplied with this bid.

9.4 Bids must be submitted **before or on 26 September 2025 at 15H00**

10 PRESENTATION/DEMONSTRATION

- 10.1 ECSECC reserves the right to request presentations/ demonstrations from the short-listed bidders as part of the bid process.
- 10.2 The presentations may be held in ECSECC offices or may be held virtually.
- 10.3 The appropriate medium of presentation shall be communicated before time.

11 DURATION OF CONTRACT

- 11.1 The panel of legal service providers shall remain in place for a period of thirty six (36) months.

12 OBJECTIVES

The overarching objective of this bid is to appoint a panel of legal service providers that can provide appropriate, timely and value adding legal services to ECSECC.

13 SCOPE OF WORK

- 13.1 The appointed panel of legal service providers will be required to provide legal services and will be expected to render services for ECSECC when called upon to do so on an ad-hoc basis.
- 13.2 The appointed panel of legal service providers will be expected to provide legal and regulatory support, including legal advice or opinions relating to ECSECC's mandate and operations, including, but not limited to:
 - 13.2.1 ECSECC Act
 - 13.2.2 Labour Law
 - 13.2.3 Public Law
 - 13.2.4 Public Finance Management Act (PFMA)
 - 13.2.5 The Promotion of Access to Information Act (PAIA)
 - 13.2.6 Promotion of Administrative Justice Act (PAJA)
 - 13.2.7 The Protection of Personal Information Act (POPIA)
 - 13.2.8 The Cybercrimes Act
 - 13.2.9 Corporate and Commercial Law
- 13.3 The provision of services entails, amongst other things:
 - 13.3.1 Conducting legal due diligence exercise;
 - 13.3.2 Interpretation of and advice on applying legislative prescripts;
 - 13.3.3 Drafting, negotiating and reviewing of corporate agreement;

- 13.3.4 Providing litigation and dispute resolution services;
 - 13.3.5 Represent ECSECC in Magistrate Courts, High Court, Supreme Court of Appeal, Constitutional Court, and any other Court where ECSECC needs representation;
 - 13.3.6 Chairing and prosecution of internal disciplinary proceedings; and
 - 13.3.7 Represent ECSECC at the CCMA, Bargaining Councils, Labour Court, Labour Appeal Court, and any other competent forum in respect of labour related disputes.
- 13.4 The following are the categories of law practice areas from which bidders must indicate which category they are proposing to render services in:
- 13.4.1 Labour Laws
 - 13.4.2 Corporate and Contract Law
 - 13.4.3 Constitutional and Administrative Law

14 SPECIAL CONDITIONS OF CONTRACT

14.1 Due Diligence	ECSECC reserves the right to conduct due diligence prior to final award or any time during the contract period. Should that be necessary, the bidder provide the required information or give access to the required information.
14.2 Provision of Services	The request for service is based on need. Should there be a need for service, ECSECC shall issue a task to the service provider to which the service provider will respond with a quotation with hours estimated to be spent on the task requested. ECSECC, on acceptance of the quotation, will issue a purchase order.
14.3 Compliant to legislation	Legal Practitioners must maintain a good standing with the South African Legal Practice Council, for the duration of the contract period, as per the rules and regulations.
14.4 Prices	The prices charged on the invoices shall not exceed the prices quoted and committed in the purchase order, unless there is prior approval by ECSECC.
14.5 Invoicing	The service provider will issue the necessary report as per the accepted quotation, invoice showing the actual hours spent on the task and the rates charged as per the agreed rates in the contract. ECSECC shall not pay any invoice without an authorized purchase order.
14.6 Payment of invoices	The payment of invoices shall be made within thirty (30) days of the date on which the invoice and all supporting documentation is received. The supporting documentation includes invoices from third parties, and all other proof of liability, etc.
14.7 Tax compliancy	a. No contract shall be concluded with any bidder whose tax matters are in not in order. b. The bidder must ensure that their tax matters are in order throughout the contract period.
14.8 Bidders' Declaration Compliance	ECSECC shall supply the service provider with the Bidder's Declaration at the beginning of the financial year, for the duration of the contract, which the service provider will complete and send it back to ECSECC.
14.9 Disputes Resolution	Should there be a disagreement between the service provider and ECSECC, the service provider may report the matter to the ECSECC CEO before engaging in the legal process. ECSECC will always attempt to address any disagreements with the service provider amicably.

15 EVALUATION AND SELECTION CRITERIA

ECSECC has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Gate 0: Pre-qualification	Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.
Gate 1: Functionality Criteria	Bidder(s) are required to achieve a minimum of 80 points to be appointed into the panel of legal service providers. When a need arises pertaining to legal services, RFQ will be circulated to service providers selected from the panel of legal service providers.

15.1 **Gate 0: Prequalification**

- 15.1.1 The bidders must return the documents listed in **Table 1 below**.
- 15.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.
- 15.1.3 During this phase Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.
- 15.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification.

Document that must be submitted	Non-submission may result in disqualification?	
1. SBD 1 -Invitation to Bid	YES	Complete and sign the supplied pro forma document.
2. Tax Clearance Certificate	YES	a. ECSECC transacts with service providers that have a compliant tax status. b. ECSECC makes use of the CSD report to verify tax status of suppliers. Please ensure that your tax affairs are in good order with SARS. c. ECSECC does not transact with service providers that have a non-compliant tax status.
3. SBD 3.3 -Pricing Schedule	YES	Complete and sign the supplied pro forma document.
4. SBD 4 -Bidders' Disclosure	YES	Complete and sign the supplied pro forma document.
5. SBD 7.2 -Contract Form	NO	Complete and sign the supplied pro forma document. This will be finalised before awarding.
6. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document.

15.2 **Gate1: Functionality Criteria**

Bidders must meet a minimum score of 80 points to proceed to Gate 2.

Criterion Element	Weight
Capacity and relevant experience of legal firm The bidder's proposal showing expertise, experience and appropriate resources in the areas they are proposing for, accompanied by a minimum of 3 favourable reference letters from clients (10 points) Proof of having adequate and suitable legal professionals a. Director with relevant experience and expertise in the proposed law practice area (10 points) b. Admitted attorney with relevant experience and expertise in the proposed law practice area (10 points) [points based on submission of a proposal that supports the choice of law practice area, reference letters and CVs]	30
Capacity of team providing legal services and their proof of legal compliance Competency and qualifications of team a. Director with minimum of 10 years' experience from date of being admitted as admitted attorney (10 points) b. Admitted attorney with minimum of 3 years' experience from date of being admitted as an admitted attorney (10 points) Valid Letter of good standing with Legal Practice Council for: a. Director (10 points) b. Admitted Attorney (10 points) Valid Fidelity Fund Certificate for: a. Director (10 points) b. Admitted Attorney (10 points) [points based on submission of CV and certified copies of qualifications]	60
Location a. Operating offices within the borders of Eastern Cape (10 points) b. Operating offices outside the borders of Eastern Cape (0 points) [submit proof in the form of municipal utility bill or signed lease agreement, or relevant verifiable proof]	10
Total	100

15.2.1 Bidders that score a minimum of 80 points will be appointed into the panel of legal service providers.

15.2.2 Bidders with a total score of less than 80 points for functionality will be deemed non-responsive.

15.2.3 All proposals submitted will be evaluated in accordance with the 80/20 principle at the stage where pricing will be required.

16 GENERAL CONDITIONS OF CONTRACT

- 16.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 16.2 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which ECSECC is prepared to enter into a contract with the successful bidder(s).
- 16.3 The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

17 SERVICE LEVEL AGREEMENT

- 17.1 Upon award,
- 17.1.1 ECSECC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by ECSECC.
- 17.1.2 The landlord will conclude a lease agreement that will be signed by ECSECC and the landlord.

18 CONDITIONS OF THIS BID

- 18.1 Bidders must ensure compliance on a paragraph-to-paragraph basis. Bids that are not completed in the manner prescribed may be considered incomplete and rejected.
- 18.2 ECSECC reserves the right to:
- 18.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 18.2.2 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

- 18.2.3 Accept part of a bid rather than the whole bid.
- 18.2.4 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.
- 18.2.5 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.
- 18.2.6 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 18.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 18.2.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 18.2.9 Not award the bid to the bidder whose financial statements are not in order.
- 18.2.10 Award to multiple bidders to spread the risk.

19 PROTECTION OF PERSONAL INFORMATION

- 19.1 ECSECC will collect and process personal information about the bidder that is necessary for the purposes of evaluating the bid and awarding the contract only. Personal information will be collected and processed in accordance with the Protection of Personal Information Act, 2013 (POPIA).
- 19.2 ECSECC will take all reasonable steps to protect the personal information of the bidder from unauthorized access, use, disclosure, alteration, or destruction. Personal information will be stored in a secure location and access to it will be restricted to authorized personnel.
- 19.3 The bidder has the right to access their personal information and to request that it be corrected or deleted. The bidder has the right to lodge a complaint with the Information Regulator if they believe that their personal information has been mishandled.

20 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

20.1 ECSECC reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members, being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange, directors or members of senior management, whether in respect of ECSECC or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".

20.1.1 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

20.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

20.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ECSECC's officers, directors, employees, advisors or other representatives;

20.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

20.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

20.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the bidding of any services to a Government Entity;

20.1.7 Has in the past engaged in any matter referred to above; or

20.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

21 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

21.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that ECSECC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

21.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by ECSECC against the bidder notwithstanding the conclusion of the SLA between ECSECC and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

22 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing ECSECC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

23 INDEMNITY

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

24 PRECEDENCE

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

25 LIMITATION OF LIABILITY

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

26 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. ECSECC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent TCC to ECSECC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. ECSECC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

27 NATIONAL TREASURY

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

28 GOVERNING LAW

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

29 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors, if any, and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that ECSECC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and ECSECC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

30 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with ECSECC's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by ECSECC remain proprietary to ECSECC and must be promptly returned to ECSECC upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, the bidder(s) must secure ECSECC's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to the requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such a process.

31 PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any ECSECC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any other bidder(s).