

ENGINEERING COUNCIL OF SOUTH AFRICA		
Appointment of Service Providers to the panel of Legal Practitioners of the Engineering Council of South Africa for a period of thirty-six (36) months		
Unique Identifier: ECSA/RFP03/2022	Date: 12/08/2022	

(PRIVATE & CONFIDENTIAL)

REFERENCE NUMBER: **ECSA/RFP03/2022**

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The Engineering Council of South Africa (ECSA) is a statutory body established in terms of the Engineering Profession Act (EPA), 46 of 2000. Its primary role is to regulate the engineering profession. Its core functions include, accreditation of engineering programs, evaluation of engineering qualifications, registration of persons as professionals and in specified categories, maintenance of registration through Continuing Professional Development (CPD) and the regulation of the conduct of registered persons.

ECSA Business Approach and Values

Our approach is to meet and exceed stakeholder requirements by ensuring that:

- All applicable laws and regulations are observed;
- There is a risk based approach in the development and management of business processes and systems;
- We continually improve our processes and systems in line with changing environments; and
- Our values are embedded in all that we do. `
- Our business approach is a license to provide services and/or products to ECSA.

It is therefore required of our external providers to observe, embrace and uphold ECSA value system.

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Terms of reference for the appointment of Service Providers to the panel of Legal Practitioners of the Engineering Council of South Africa for a period of thirty-six (36) months

1. BACKGROUND

1.1. The Engineering Council of South Africa (“ECSA”) is a statutory body established by section 2 of the Engineering Profession Act, Act 46 of 2000 (EPA). ECSA's primary role is the regulation of the engineering profession in terms of the EPA. Its core functions are the accreditation of engineering programs, registration of persons as professionals in specified categories, maintenance of registration through Continuing Professional Development (CPD) and the regulation of the conduct of registered persons.

1.2. Our mandate

1.2.1. ECSA operates within the ambit of the Built Environment Profession. ECSA is therefore, a creature of statute, with its mandate anchored in the EPA. ECSA has a myriad of mandates embedded in the Act, which enables ECSA to, inter alia:

- 1.2.1.1. Decide on any applications for registration by applicants;
- 1.2.1.2. Determine and impose fees and charges, including registration fees, application fees, annual fees and appeal fees;
- 1.2.1.3. Conduct accreditation visits to educational institutions and to grant, refuse and withdraw accreditations;
- 1.2.1.4. Establish mechanisms and minimum standards for registration.

1.2.2. Over and above these mandates, is a multi-faceted investigative legal mandate founded on the following legislative provisions in the EPA:

- 1.2.2.1. Investigation of improper conduct by Registered Persons (section 28), including:
 - 1.2.2.1.1. Taking appropriate steps, it considers necessary for the protection of the public in their dealings with Registered Persons for the maintenance of integrity, and the enhancement of the status of the engineering profession (section 14(g));
 - 1.2.2.1.2. Taking any steps it considers necessary, where, as a result of engineering-related undertakings, public health and safety are prejudiced (section 14(j));

- 1.2.2.1.3. Managing Grievances (appeals) in relation to registration decisions of Council (section 24);
- 1.2.2.1.4. Managing Grievances (appeals) in relation to the decisions of the Disciplinary Tribunal (section 33); and
- 1.2.2.1.5. Managing appeals against certain decisions of Council (section 35).

1.3. The intention of the legislature, through the EPA is, inter alia, to serve and protect the public in their dealings with registered engineers. Members of the public therefore require a more efficient, less costly, speedier and more accessible complaints and investigations management system within ECSA. For purposes of this RFP, “the public” refers to people that approach ECSA to report complaints related to alleged unbecoming conduct on the part of Registered Persons.

2. PURPOSE OF THE BID

- 2.1. ECSA would like to invite suitable, qualified and competent firms of attorneys, to send proposals to be considered for inclusion on its panel of attorneys, as ‘preferred service providers’. Preferred service providers imply that the selected firms are a pool, not necessarily the only contracted service provider. The panel of attorneys will be required to provide legal services to ECSA on an *ad hoc* basis.
- 2.2. To be considered for the next steps after the Request for Proposal (“RFP”), suppliers must submit a complete response that substantially satisfies all requirements as stated in this RFP.

3. TERMS AND CONDITIONS OF CONTRACT

- 3.1. This RFP, as compiled by ECSA is being made available, on the same basis to all prospective suppliers and a prospective suppliers submitting a response thereto will be deemed to do so on the basis that they, with the necessary adaptations, acknowledge and accept the terms and conditions set out below:-
 - 3.3.1 Supplier performance management is viewed by ECSA as a critical component in ensuring value for money acquisition and good supplier relations between ECSA and all its suppliers. As a result, the successful prospective suppliers should take note that as when they are allocated the necessary work by the ECSA they will be required to conclude a Service Level Agreement (SLA) which will detail the scope of work and related obligations, duties and rights of the panellist. The SLA will serve as a tool to measure, monitor, and assess the

panellists' performance and ensures effective delivery of service, quality and value-add to ECSA.

- 3.3.2 The firms of attorneys will be required to sign confidentiality and/or indemnity agreements with ECSA.
- 3.3.3 The prospective suppliers undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other person any confidential information of ECSA including that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents.
- 3.3.4 A due diligence review may be conducted at the sole discretion of ECSA at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at prospective suppliers' corporate offices.
- 3.3.5 Only legal practices established and registered in accordance with the provisions of the Legal Practice Act 28 of 2014 will be considered for this tender.
- 3.3.6 ECSA does not guarantee that prospective suppliers will receive instructions in the event that they are appointed onto the ECSA panel of attorneys.
- 3.3.7 All instructions to selected attorneys on the panel of attorneys shall be given, in writing, by the Executive: Legal Services of ECSA being a duly authorised representative of ECSA.
- 3.3.8 Regular monthly written feedback must be given to ECSA's Executive: Legal Services and Council Secretariat, or his/her nominee on all matters, received from ECSA with the service provider, at no additional costs to ECSA.
- 3.3.9 When cases have been postponed at the request of the service provider acting on behalf of ECSA owing to non-compliance with any procedural requirements, the service provider who was negligent in this regard will bear the costs of postponement, and this amount will not be recovered from ECSA.
- 3.3.10 Service providers may not appoint advocates unless a written instruction to this effect have been received from ECSA.
- 3.3.11 Payment of legal fees by ECSA will be effected within 30 (thirty) days from date of receipt of an acceptable invoice.
- 3.3.12 In the event that any conflict of interest is discovered during a particular assignment, ECSA reserves the right to summarily cancel the service level agreement and demand that all information, documents and property of ECSA be returned forthwith.
- 3.3.13 Where the panel falls short of other fundamental legal aspects, ECSA reserves the right to appoint firms outside of the appointed panel.

- 3.3.14 Firms of attorneys must hand over all documents and information in any format, including copies thereof, that it received from ECSA or that it had access to during the assignment immediately after completion of the assignments to ECSA.
- 3.3.15 Acting in bad faith will lead ECSA to either terminate the brief / instructions given and/or recall the firm from the panel and thus not use them again. To this end, service providers will be regarded as having acted in bad faith in the event that ECSA finds:
- 3.3.15.1 instructions and/or duties that could be attended to, or executed by junior staff members have been assigned to senior Legal Advisors/ Attorneys and billed for at such senior staff members' rates;
 - 3.3.15.2 multiple Legal Advisors / Attorneys have been assigned to attend to a single instruction without any proper justification, such as the complexity or magnitude of a matter and/or the service provider failed to request ECSA prior permission in writing to appoint multiple Legal Advisors / Attorneys for such an instruction; and
 - 3.3.15.3 unrealistic time billing taking into account the nature (i.e. relative simplicity) of any action performed and/or service rendered by a Legal Advisor / Attorney.
- 3.3.16 Prospective suppliers must note that transgressions of the above obligations and duties those that will be included in the SLA may lead to the ECSA electing not to make any further use of the services of such legal service provider or removing a firm of attorneys from the panel before the expiry of the three (3) years period, by written notice and recall all the files in the possession of the said firm of attorneys, taking into account principles of fairness and the severity of the transgression etc.

4. SCOPE OF PROJECT

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

ITEM	SERVICE CATEGORIES	PLEASE TICK
1.	General Litigation	
2.	Commercial and Contract Law	
3.	Procurement Law	
4.	Administrative Law	

5.	Legal Advisory on Corporate Governance within the Public Sector	
6.	Legal Advisory on Built Environment Legislative Framework (including in Engineering Profession Act & other Built Environment Acts etc)	
7 (a): Provision of general labour related advice, investigations, legal opinions or related services.	Employment Law and Alternative Dispute Resolution. N.B: Each subsection for this service category should be responded to separately.	7(a)
7 (b): Represent the employer at arbitrations, mediations, the Labour Courts and other forums for labour disputes.		7(b)

NOTE: Prospective suppliers may submit proposals in respect of any one, a combination or all of the above service categories. It is mandatory for bidders to indicate which service categories under 4.1 they are bidding for. Prospective suppliers must indicate in their proposals the relevant experience and exposure as well as the capacity of the prospective supplier in relation to the selected service categories.

5. EXPECTED OUTCOMES AND DELIVERABLES

- 5.1. The Legal Advisors / Attorneys must be knowledgeable in the following areas: - corporate governance, law and legislation relevant to the Built Environment, commercial law, company law, intellectual property law, information technology law, constitutional law, administrative law, public procurement law, labour law, tax law and/or damages claims. Prospective suppliers must be willing and/or capable of enforcing and/or protecting ECSA's rights and interests in any appropriate forum and be prepared to do so on an urgent basis, if necessary.
- 5.2. For service categories 1 to 7, services in 4.1 may include but are not limited to: -
- 5.2.1 instituting or defending legal actions on behalf of ECSA in the relevant court;
 - 5.2.2 the provision of legal opinions to ECSA;
 - 5.2.3 instituting or defending legal actions on behalf of ECSA and/or its employees in accordance with its internal policy and procedures;

- 5.2.4 review, draft and vet contracts and/or documents;
- 5.2.5 negotiate settlement with other parties on behalf of ECSA.

6. EVALUATION AND SELECTION CRITERIA

6.1. ECSA has set minimum standards that prospective suppliers must meet in order to be evaluated and selected as a successful supplier. The received proposals will be evaluated in different phases in order to arrive to the final phase of award, and the phases will be as follows:

- 6.1.1 **Administrative Criteria (Phase 1)** - Prospective suppliers (s) must submit all required minimum and mandatory documents;
- 6.1.2 **Technical Evaluation Criteria (Phase 2)** - The proposed resource(s) must meet the mandatory requirements in each role as outlined;
- 6.1.3 **Price and BBB-EE evaluation Criteria (Phase 3)** - Prospective suppliers (s) will be evaluated out of one hundred (100) points during Technical Evaluations and the minimum threshold of seventy-five points (75) must be achieved.

7. MINIMUM ADMINISTRATIVE REQUIREMENTS – PHASE 1

7.1. Minimum Screening Requirements

Note: *In this phase all proposals received will be verified for **compliance** and **completeness** of the submitted documents per the below set of mandatory requirements. Prospective suppliers who fail to comply with the below requirements will be eliminated and prospective suppliers who comply with the below progresses to the next phase of technical evaluation.*

- 7.1.1 Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- 7.1.2 The bid document must be (i) bound (ii) without tearing and (iii) contain all pages.
- 7.1.3 Invitation to Bid (SBD 1) must be fully completed.
- 7.1.4 Tax clearance (SBD 2)
- 7.1.5 Submission of fully completed and signed Pricing Schedule (Professional Services – Annexure C).
- 7.1.6 Submission of fully completed SBD 4 (Declaration of Interest),

- 7.1.7 Submission of fully completed Preference Claim Certificate (SBD 6.1), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers.
- 7.1.8 Submission of fully completed Declaration of Bidders Past SCM Practice (SBD 8).
- 7.1.9 Submission of a fully completed certificate of independent bid determination (SBD 9)
- 7.1.10 Proof of banking.

7.2. Mandatory Requirements (Phase 2):

Note: *Prospective suppliers who fail to comply with the below requirements will be eliminated and prospective suppliers who comply with the below progresses to the next phase of technical evaluation.*

- 7.2.1 Submission of proof of registration with the Legal Practice Council.
- 7.2.2 Submission of Company Profile - the firm's profile shall inter alia include a short history of the firm/legal practice and the areas of operations, if applicable and details of the firms' understanding of the requirement of this RFP. The Company profile confirming premises from which firm conducts its business and must include information on the availability of e-mail access, telephone facilities, printing facilities, library/research facilities and information on support staff employed by the firm. The Company profile to also indicate: -
 - 7.2.1.1 the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of ECSA; and
 - 7.2.1.2 any value-added services that the prospective supplier may be in a position to offer ECSA.
- 7.2.3 Submission of a valid certified copy of the Attorneys Fidelity Fund Certificate for each member who is a sole practitioner, partner or director of the firm of attorneys and who will attend to ECSA matters.
- 7.2.4 Submission of a certified valid letter of good standing with the relevant Legal Practise Council, for each attorney who forms part of the team that will attend to ECSA matters, not older than 3 (three) months.
- 7.2.5 Submission of a Firms Indemnity Certificate issued for the present year.
- 7.2.6 Confirmation of lead attorney's years post admission experience in the service category the prospective supplier is bidding for, (refer to paragraph 7.3.3 (f)).
- 7.2.7 5 (five) recommendation letters for each service category the prospective supplier is bidding for (refer to paragraph 7.3.3 (j) below).

7.2.8 Proof of qualifications (and completed courses) of the lead attorney as well as the proposed team members per service category.

7.2.9 Admission certificates of the lead attorney as well as the proposed team members per service category.

7.2.10 List of past contracts and clients.

7.3. TECHNICAL EVALUATION POINT ALLOCATION (PHASE 2):

7.3.1 Only prospective supplier(s) that have met the Administrative Criteria in Phase 1 will be evaluated in Phase 2. Technical Evaluation will be out of 100 points.

7.3.2 *Prospective supplier(s)* that achieve a minimum threshold of 75 points out of 100 points for technical capabilities for each category will proceed to Phase 3.

7.3.3 Criteria for service categories:

TECHNICAL EVALUATION CRITERIA					
CRITERIA				SUB-CRITERIA	MAX POINTS
Compliance with the requirements of the Legal Practice Council established in terms of the Legal Practice Act, 2014 (Act No. 28 of 2014):				10	30
a) Certificate of registration with Legal Practice Council;					
b) Letter of Good Standing from the Legal Practice Council;					
c) Firms Fidelity Fund Certificate.				10	
Experience of the Firm (Proof should be in a form of a profile of a firm)				20	
d) Relevant experience on similar service (legal service in public sector)					
0-3 Years	3-5 Years	5-10 years	10+ years		
e) Experience of the Lead Attorney/ Legal Advisor – Seven (7) years post-admission experience as an Attorney (Proof should be the Legal Advisor/ Attorney profile)				10	60
3-5 Years	5-7 Years	7+ Year			
f) Team members profiles				5	
g) Expertise of the Project Team: Qualifications and competency-demonstrate capacity to deliver (certified copies of qualifications)				5	

h) Comprehensive proposed legal methodology: understanding of ECSA's requirement.		20	
i) Reference letters	2-3 Letters	10	10
	4 letters and above		
TOTAL		100	100

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

7.4.1 Stage 1 - Price Evaluation

7.4.1.1 Prospective suppliers must clearly indicate their respective proposed tariffs relevant for the following categories:

- 7.4.1.1.1 Candidate Attorneys;
- 7.4.1.1.2 Legal Advisors / Attorneys with 3 (three) years or less relevant post-article experience;
- 7.4.1.1.3 Legal Advisors / Attorneys with more than 3 (three) years, but equal to or less than 7 (seven) years' relevant post-article experience;
- 7.4.1.1.4 Legal Advisors / Attorneys with more than 7 (seven) years but equal to or less than 15 (fifteen) years' relevant post-article experience; and
- 7.4.1.1.5 Legal Advisors / Attorneys with more than 15 (fifteen) years' relevant post article experience.

7.4.1.2 When prospective suppliers are indicating their respective proposed tariffs in the Pricing Schedule, prospective suppliers must take into account ECSA's schedule of proposed tariffs. The tariffs proposed will be used for contracting purposes only. The tariffs will form part of the Service Level Agreement and will apply to appointments arising out of this Bid.

7.4.1.3 ECSA reserves the right to review the proposed tariffs on the anniversary of the agreement and in its sole discretion propose to the service provider adjustments thereto.

7.4.1.4 ECSA reserves the right to indicate the level of Legal Advisor / Attorney that is required to render the specific legal services to ECSA, with reference to the aforesaid categories. Should a service provider choose to assign a Legal Advisor / Attorney who falls in a higher category to attend to an instruction, such service provider may not charge the higher fee.

7.4.1.5 In the event that ECSA has not prescribed the level of Legal Advisor / Attorney required for a specific instruction, the prospective suppliers must in good faith appoint a Legal Advisor / Attorney with suitable experience and qualifications.

- 7.4.1.6 In the event that a Legal Advisor / Attorney moves to a new higher category during the service provider's appointment term, the service provider shall notify ECSA accordingly in writing and ECSA shall have the right to request another Legal Advisor / Attorney from the service provider who is at the same category as the Legal Advisor / Attorney who as initially appointed to replace him/her before such Legal Advisor / Attorney renders his/her next account to ECSA.
- 7.4.1.7 The service provider is required to advise ECSA of any new professional staff members appointed during the contract term to attend to ECSA's instructions and shall furnish ECSA with a short CV, including the appointee's applicable category, prior to such new appointee commencing work on a ECSA matter.

7.4.2 Stage 2 - B-BBEE Evaluation

- 7.4.2.1 ECSA is committed to encouraging black economic empowerment through providing opportunities to historically disadvantaged individuals.
- 7.4.2.2 B-BBEE points may be allocated to prospective suppliers on submission of the following documentation or evidence:
 - 7.4.2.2.1 A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
 - 7.4.2.2.2 B-BBEE Certificate.

8. LIABILITY

- 8.1. The successful prospective supplier shall be liable to ECSA for any direct damages and/or losses incurred by ECSA due to failure by the prospective supplier to perform its obligations in the manner required by the Service Level Agreement signed by the parties.
- 8.2. The successful prospective supplier shall further be liable to ECSA for all indirect and consequential or special damages and/or losses suffered by ECSA as a result of gross negligence, willful misconduct, a breach of confidentiality provisions stipulated in the signed Service Level Agreement between the parties, breach of applicable laws, infringement of a third party's intellectual property rights, or a criminal act committed by the prospective supplier or any employees of the prospective supplier .

9. PROSPECTIVE SUPPLIER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS

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

10. PREPARATION COSTS

- 10.1. The prospective supplier will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing ECSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the prospective suppliers in the preparation of their response to this bid.

11. INDEMNITY

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

12. PRECEDENCE

- 12.1. 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.

13. LIMITATION OF LIABILITY

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

14. TAX COMPLIANCE

- 14.1. No bid shall be awarded to a prospective supplier whose tax affairs are not in order. ECSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful prospective supplier in the event that it is established that such prospective supplier was in fact not tax compliant at the time of the award. ECSA further reserves the right to cancel a contract with a successful prospective supplier in the event that such prospective supplier does not remain tax compliant for the full term of the contract.

15. NATIONAL TREASURY

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

16. GOVERNING LAW

16.1. South African law governs this bid and the bid response process. The prospective supplier 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.

17. RESPONSIBILITY FOR BIDDER'S PERSONNEL

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

18. CONFIDENTIALITY

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

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

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

19. INTELLECTUAL PROPERTY

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

20. ECSA PROPRIETARY INFORMATION

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

21. TERMS & CONDITIONS OF THE APPLICATION

21.1. ECSA reserves the right without furnishing any reasons whatsoever, to cancel, withdraw or re-advertise, or to appoint or not to appoint any of the Legal Service Provider.

21.2. ECSA may request clarification or further information regarding any aspect of the prospective supplier . The prospective supplier must provide the requested information within forty-eight (48) hours after the request has been made; otherwise the prospective supplier may be disqualified.

21.3. The Bid and supporting documents shall be submitted strictly in accordance with the instructions given in these ToRs.

21.4. The validity period for the quotation is to be **60 (sixty)** days.

21.5. All prices quoted must be VAT inclusive. ECSA will not provide upfront payments.

21.6. Applications should be submitted in a sealed package marked, "**ECSA/RFP03/2022**

21.7. Prospective suppliers are required to submit one (1) original and three copies of the bid document.

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21.8. The Bid/ proposal should be hand-delivery and deposited into the tender box within ECSA premises:

Engineering Council of South Africa

1st Floor, Waterview Corner Building, 2 Ernest Oppenheimer Avenue

Bruma Lake Office Park, Bruma, 2198

Closing Date for submission: 13/09/2022 @ 12:00.

(Late Submissions will not be considered).

21.9. No applications received by, mail, e-mail or facsimile will be considered. Where an application is not submitted at the time of the application closing date, such an application will not be assessed.

21.10. ECSA is entitled to amend any application condition, validity period, specification, or extend the return date of such an application before the closing date. All applicants, to whom the application documents have been issued, will be advised in writing of such amendment or of extensions, promptly.

22. RETENTION OF APPLICATIONS

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

23. CANCELLATION AND RE-INVITATION OF BIDS

23.1. The decision to cancel a bid will be published in the same media in which the original bid invitation was advertised.

24. VENDOR COMMUNICATIONS

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

24.2. All questions concerning the Application must refer to the Application page number, section and paragraph. All questions and correspondence must only be directed to the authorised ECSA Application Representatives, listed below:

24.2.1 General Enquiries:

Supply Chain Management

Mr Lusanda Babu

Telephone number: (011) 607 9505

Email address: lusanda@ecsa.co.za

24.2.2 For Technical Enquiries

Governance, Risk and Compliance

Ms. Nkhensani Mathebula

Telephone number: (011) 607 9295

Email address: nkhensani@ecsa.co.za