



ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: RFP-LEG-2022-001(b)

REQUEST FOR PROPOSAL (RFP) PACK

FOR THE APPOINTMENT OF A LEGAL SERVICE PROVIDER TO RENDER CERTAIN
COMMERCIAL LAW SERVICES FOR A PERIOD OF THREE YEARS

START DATE: 11 NOVEMBER 2022
CLOSING DATE: 08 DECEMBER 2022 AT 12:00

NAME OF TENDERER: _____

TENDERER'S ADDRESS:

CHECKLIST FOR SUBMISSIONS

ITEM	TICK
Supporting Documentation To Be Submitted	
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Proof of Office Location	
Three (3) Completed Reference Letters (Annexure 2)	
Completed Track Record (Annexure 3)	
Project Team Organogram and Curriculum Vitae's	
Compulsory Documentation To Be Submitted	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD Registration Certificate	
Valid Tax Clearance Certificate or SARS PIN	
JV Participation Documentation (If applicable)	
Fidelity Fund Certificates of all Directors of the firm	
Letter/s of good standing from relevant Legal Practice Council	
Original Cancelled Cheque / Bank Stamped Letter in respect of Trust account	
Proof of Professional Indemnity Insurance (a minimum of R5 million cover)	

Please Note: All the above documents must be submitted with Envelope A - Technical Proposal.

The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal.

RFP PACK CONTENTS

1. **Section A:** General Guidelines
2. **Section B:** Requirements Specification
3. **Annexure 1:** Procurement Handbook
4. **Annexure 2:** Reference Letter



SECTION A: General Guidelines

FOR THE APPOINTMENT OF A LEGAL SERVICE PROVIDER TO RENDER CERTAIN COMMERCIAL LAW
SERVICES FOR A PERIOD OF THREE YEARS

1 EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

The East London Industrial Development Zone (ELIDZ) supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).

The “tender” will be evaluated in accordance with the ELIDZ Procurement Policy using the 80/20 rule i.e. 80 of evaluation points will be based on price competitiveness and 20 will be based on BBBEE status. The following formula is used:

Calculation of the points for Price:

$$Ps = R \times \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Where:

Ps	=	Points scored for price of tender under consideration
R	=	Percentage of the price
Pt	=	Rand value of tender under consideration
Pmin	=	Rand value of lowest acceptable tender
R must be up to a maximum of 80		

Score Breakdown:

Price (R) = 80 points
BBBEE = 20 points

A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives.

Preference points shall be awarded on the basis of a B-BBEE verification certificate issued by an accredited Verification Agency.

Tenderers are required to submit a Valid original or certified B-BBEE Certificate issued by verification agency accredited by SANS for the Generic Suppliers, for QSE's and EME's Sworn Affidavit signed under oath confirm ownership status. Failure to submit a valid B-BBEE certificate and/or sworn affidavit will result in zero points being awarded for preference.

Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points

The following table shall be used to convert the contribution level as per B-BBEE certificate into points.

Table: B-BBEE Points Conversion

Level Contribution	B-BBEE Score	Points Conversion 20
Level 1	>100%	20
Level 2	85~100%	18
Level 3	75~85%	14
Level 4	65~75%	12
Level 5	55~65%	8
Level 6	45~55%	6
Level 7	40~45%	4
Level 8	30~40%	2
Non-Compliant	0~30%	0

Companies with annual turnover less than R10million (Exempted Micro Enterprises or EME's) are automatically awarded a level 4 contributor status, unless the EME is Black Owned (more than 50% black ownership), in which case the enterprise will have a level 2 contributor status. EME which is 100% black owned qualifies for a level 1 contributor. In awarding the EME status, the ELIDZ shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit confirming annual turnover and level of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

No points will be awarded for achieving B-BBEE objectives if the total percentage scored for B-BBEE is less than 30%. All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation.

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).

2 CONDITIONS OF TENDERING

General Conditions

PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- There will be no briefing session. Tenderers are encouraged to submit written questions by email to Zandile Mtebele via e-mail to zandile@elidz.co.za on/or before 02 December 2022 at 16:00.
- The closing date for this tender is at 12h00 on the 08 December 2022. All tender documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time.
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;
- Proposals which do not comply with the tender conditions or which are incomplete will, as a general rule, not be considered.
- Tenderers must be registered on CSD database from Treasury.

3 SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company can be submitted with the tender.

If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by:

A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms.

A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure A (Procurement Handbook) with the tender together with all profit sharing percentage information.

4 AREA OF SERVICE/POINT OF DELIVERY

The delivery of services will be required at the ELIDZ office, Lower Chester Road, Sunnyridge, East London.

5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT

Service Providers must note the following special conditions of contract will apply to this contract:

Modification of any applicable terms of reference of this contract must be mutually agreed between the parties and reduced to writing.

- VAT: Unless otherwise stated all prices will be inclusive of **Value Added Tax**.
- All services provided must comply and be in accordance with pertinent laws and policies of government.

Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.

In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful Bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.

Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the dti in consultation with the National Treasury.

6 COMPANY / FIRM PROFILE

A brief company profile is required, to assist ELIDZ in assessing your capabilities, capacity and competitive advantages.

7 INADEQUATE SERVICE LEVELS AND PERFORMANCE

In instances of transgression of a more serious nature, should the ELIDZ during the contract period for any reason regard the Service provider's service levels and performance against this contract as being inadequate or not to the ELIDZ's satisfaction, the details will be reduced to writing, clearly headed "Inadequate performance" and sent to the service provider. In the event that the service provider is unable to remedy the complaints to the ELIDZ's satisfaction within 14 days of such notice of inadequate performance, ELIDZ reserves the right to immediately cancel this contract and recover costs in terms of the Service Agreement.

8 SERVICE LEVEL AGREEMENT

The successful tenderer will be required to enter into a written Service level agreement with the ELIDZ which will be based on the draft Agreement set out herein in Section C, which will include Section A and B and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

9 PRICE BASIS

ELIDZ requires the tender price to remain firm for the validity period of ninety (90) days after the closing date of the tender. The tender price shall be in South African Rand.

Where prices are subject to variation it must be noted that no prices are to be revised or invoiced, without prior mutual agreement and official modification of the contract.

10 PAYMENT TERMS

A maximum payment processing period of thirty (30) days will be enforced. The thirty-day period is effective from the date a complete claim is received. A complete claim requires the following to be processed:

- Original invoices;
- Original covering letter of approval by the consultant where applicable;
- Original covering letter of approval by the relevant ELIDZ official where applicable.
- Statement of accounts

All information relating to the ELIDZ's customers (and potential customers), systems, operating procedures etc. is confidential and to this end, the successful tenderer will be required to enter into a Confidentiality Agreement with the ELIDZ.

11 SUFFICIENCY OF TENDER

The tenderer shall satisfy itself before tendering, as to the correctness and sufficiency of its tender for the project. The tenderer shall ensure that the rates and prices it has stated in the schedules cover all the obligations included in the tender and sufficient for the proper completion of the project.

12 TENDERER'S CONDITION

All tenderer's shall be deemed to have waived, renounced and abandoned any terms and conditions printed or written upon any stationery used by the tenderer for the purpose of, or in connection with the submission of this tender.

13 DISQUALIFICATION

Respondents are advised that should there be any contact with ELIDZ staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.

It must be stressed that any queries relating to this tender must be in writing and within the period of one week from the date of the briefing session, and must be addressed to the Project Manager only. Respondents are not to communicate in any manner or form whatsoever with members of ELIDZ personnel about the RFP until the winning service provider has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with ELIDZ personnel or with persons other than the Project Manager may prejudice a Respondent, and may lead to disqualification from consideration for selection. The ELIDZ cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.

Any misrepresentation, in particular as it relates to the truthfulness of involvement of HDI's at both ownership level, management and operational level will also result in immediate disqualification.

14 SHERQ COMPLIANCE

N/A

15 ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific "areas of work" (or parts of "areas of work") of the tender as it sees fit.

Accordingly tenderer's are advised to ensure that all prices submitted against each "area of work" are sufficient to cover the tenderer's entire obligation as defined in these documents, required to provide each specific "area of work".

16 SUPPORTING DOCUMENTATION TO BE SUBMITTED

ITEM	TICK
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company / Firm Profile	
Valid Proof of Office Location	
Three (3) Completed Reference Letters (Annexure 2)	
Completed Track Record (Annexure 3)	
Project Team Organogram and Curriculum Vitae's	

17 COMPULSORY DOCUMENTATION TO BE SUBMITTED

The following documentation is considered as compulsory documentation and is required to be submitted with your tender. Failing to submit the compulsory documentation will lead to disqualification due to non-responsiveness.

ITEM	TICK
Compulsory Documentation To Be Submitted	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD registration certificate	
JV Participation Documentation (If applicable)	
Fidelity Fund Certificates of all Directors of the firm	
Letter/s of good standing from relevant Legal Practice Council	
Original Cancelled Cheque / Bank Stamped Letter in respect of Trust account	
Proof of Professional Indemnity Insurance (a minimum of R5 million cover)	

18 POPIA

By submitting this tender, the bidder hereby consents to providing the ELIDZ with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.
4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidders personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.
6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.
8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.

The ELIDZ shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the bidder.

19 METHOD OF SUBMISSION

The RFP document will be available for download at no cost on 11 November 2022 at 12h00 (Noon) from the East London Industrial Development Zone website: www.elidz.co.za under Opportunities >> Tenders All tender documents are to be submitted online at <https://tenderportal.elidz.co.za>

No late tenders will be accepted.

Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.

The ELIDZ reserves the right:

1. To negotiate with the successful tenderer and/or
2. modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
3. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
4. disqualify Proposals submitted after the stated submission deadline;
5. disqualify Proposals submitted that do not meet the goods or services specifications;
6. disqualify Proposals submitted that do not meet the necessary functionality where required;
7. not necessarily accept the lowest priced Proposal;
8. reject all Proposals, if it so decides;
9. place an order in connection with this Proposal at any time after the RFP's closing date;
10. split the award of the order/s between more than one Supplier/Service Provider; or
11. make no award at all;
12. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
13. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.



SECTION B: Requirements Specification

FOR THE APPOINTMENT OF A LEGAL SERVICE PROVIDER TO RENDER CERTAIN COMMERCIAL LAW SERVICES
FOR A PERIOD OF THREE YEARS

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1. Introduction

The unexpected and/or technical nature of certain legal matters requires that access to the necessary legal services are readily available. In addition to necessary legal services, there are also certain services that cannot be performed by the internal legal services unit due to certain resource constraints. As a result, a need exists to appoint a suitably qualified legal service provider to deliver certain Commercial Law legal services on demand.

2. Considerations

2.1. Requirements Considerations

The score achieved for quality functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero score for that section).

FUNCTIONALITY EVALUATION MATRIX

Functional Requirements	Points	Notes
1. LOCAL OPERATIONAL OFFICE	30	
<ul style="list-style-type: none"> - Office located in Buffalo City Municipality (30 points) - Office located in the Eastern Cape (15 points) 		Submit sufficient proof such as a lease agreement or municipal account
1. NUMBER OF YEARS FIRM HAS BEEN IN EXISTENCE	10	
<ul style="list-style-type: none"> - Greater than 5 years (10 points) - greater than 2 up to 5 years (5 points) - 0 – 2 years (2 points) 	10	Will be established from the Firm Profile that is submitted
2. REFERENCES	30	
Score attained from 3 Reference Forms – up to a maximum of 10 points for each letter. If more than 3 Forms are completed the three highest scores will be utilized. The reference must be in respect of services relevant to this tender, i.e. Commercial Law		The Reference Form template (Annexure 2) provided must be utilised
3. TRACK RECORD – COMMERCIAL LAW	30	
<ul style="list-style-type: none"> - 10 or more relevant projects (30 points) - 6 to 9 relevant projects (20 points) - 3 to 5 relevant projects (10 points) 		The Track Record (Annexure 3) provided must be completed
TOTAL	100	

NB: Minimum points required to proceed to the next evaluation phase is 70 out of 100.

2.2. Financial Considerations

Payment milestones will be monthly over 3 years according to the commencement date agreed upon in the service level agreement.

2.3. Time Constraints

The East London Industrial Development Zone would like this project to commence during March 2023 after the signing of the service level agreement.

2.4. Area of Service and Facilities

The delivery of services will be required at the East London IDZ offices, Lower Chester Road, Sunnyside, East London or anywhere the service is required.

3. Detailed Requirements

3.1. Scope

The scope of services to be rendered is as follows:

Commercial Law services and advice as and when required, including:

- Advice on and representation in insolvency, liquidation, winding-up and business rescue proceedings;
- Interpretation of relevant legislation;
- Drafting, negotiation and review of contracts;
- Contract and other commercial law related advice;
- Provide litigation and dispute resolution services in all areas of Commercial law; and
- General advisory services.

Any instruction/s received during the 3-year period are to be continued with by the appointed service provider. The rates will escalate at the same rate as per the tendered price in the event of any instructions that continue after the 3-year period

The appointment of the service providers will be managed by Legal Services to ensure that efficient and quality services are delivered.

Reporting:

- a. Standard Monthly reporting on all legal matters by the 25th of each month; and
- b. Ad hoc reporting as and when required.

The following table lists key deliverables and required frequency:

Deliverable	Frequency
Legal opinions	On demand
Legal advice	On demand
Legal reviews	On demand
Contracts: drafted, reviewed, negotiated	On demand
Dispute resolution services	On demand
Litigation services, including representation	On demand

The Scope Of This RFP Excludes The Following:

- Legal services in the categories of Commercial Law not specifically mentioned under item 3.1. and any other category of legal services.
- Legal services falling within the ambit of item 3.1 already contracted for at the time of award of this tender to the successful tenderer or to any other party.

3.2. Firm Profile

The service provider must be an established firm of attorneys that has rendered a good quality of services in the areas of Commercial Law as detailed under “Section 3.1: Scope of Work”.

3.3. Qualified and Experienced Resources

The respondent must indicate which resources will be part of a project team. These resources must be suitably qualified and experienced in the areas of Commercial Law to render all services. The services can be rendered by one or more resources. Any substitution of the key resources during the contract period by the appointed service provider shall be at the discretion of the ELIDZ.

3.4. On Demand Services

Legal services are to be rendered as and when requested by the ELIDZ. Any failure to perform on demand shall be considered a material breach of the contract and shall entitle the ELIDZ to terminate the contract.

3.5. Communication

The appointed service provider’s representative/s will be required to acknowledge instructions, return telephone calls, respond to written / electronic communication, attend meetings at the ELIDZ and provide copies of papers / pleadings or any documentation received by the service provider to the ELIDZ within timeframes to be agreed.

3.6. Reporting

A monthly management report will be required for submission to the ELIDZ detailing instruction specific information, monthly and total expenditure. The finer detail of this report will be discussed and agreed once the tender is awarded.

4. Response Format

4.1. Company / Firm profile

- Provide an overview of your company profile.
- Provide an organogram for team allocated to this project in terms of roles and responsibilities as well as supporting CVs.

4.2. Location evidence

- Provide information on your local operational office locations. Do you have local offices in the BCM Metropolitan Area \ Eastern Cape Province?
- Provide a Municipality Statement / Invoice or lease agreement.

4.3. References

- Respondents are required to provide a minimum of 3 references relevant to this tender.
- The Reference Form (see Annexure 2) must be completed on behalf of all respondents and must be stamped and/or signed by the reference entity.
- The ELIDZ reserves the right to verify the references

4.4. Track Record

- Respondents are required to provide sufficient information to support that the firm and resources has relevant experience in the area of Commercial Law as detailed under “Section 3.1: Scope of Work”.
- The Track Record Form (see Annexure 3) must be completed and submitted in this regard.
- The ELIDZ reserves the right to verify the information contained therein.

Please forward any queries to: Zandile Mtebele at the following contact details:

E-mail: zandile@elidz.co.za

Tel: (043) 702 8200

Fax: (043) 702 8251



ANNEXURE 1

PROCUREMENT HANDBOOK



ANNEXURE 2

REFERENCE LETTER



ANNEXURE 3

TRACK RECORD