

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:	ECS07/21/22	
SERVICES NEEDED:	SUPPLY, DELIVER AND INSTALL SMART INTERACTIVE DISPLAY SCREENS	
CLOSING DATE:	15 NOVEMBER 2021	
CLOSING TIME:	15H00	
EVALUATION CRITERIA:	80/20 PREFERENCE POINT SYSTEM	
ENQUIRIES:	BIDDING PROCEDURES	TECHNICAL-RELATED
	MR THEMBANI NDZEWU THEMBANI@ECSECC.ORG	MR LITHEMBA NTLOKONKULU LITHEMBA@ECSECC.ORG

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	



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1 INTRODUCTION

ECSECC is a Schedule 3C public entity reporting to the OTP which was established as a multi-stakeholder Council to advise the provincial government on improving service delivery and to create a common platform for debate between the various development communities of the Eastern Cape.

ECSECC as a knowledge-based organization, seeks to generate, effectively manage, and disseminate information and knowledge. Its core vision is to reduce poverty in the Eastern Cape by means of providing policy advice through facilitation of multi-agency partnerships for execution of provincial priorities, strategic intelligence, and platforms for short- and long-term innovations.

ECSECC is housing a Project Khawuleza which is born to assist the provincial government in hasting ahead with the aim of ensuring that its priorities are closely monitored, and the work of its municipalities is in sync with the National Strategic goals.

As such, Khawuleza PMO's focus, and delivery area has been established to be the central coordinating hub for driving economic advancement through infrastructure investment and development in the Eastern Cape.

2 PURPOSE

The purpose of this document is to detail the scope of work, incorporating the tasks and responsibilities of the bidder, required by ECSECC for supply, delivery and install smart interactive display screens.

3 DEFINITIONS

3.1 ECSECC refers to Eastern Cape Socio Economic Consultative Council

3.2 IT refers to information technology

3.3 Khawuleza PMO must be read interchangeably with Project Khawuleza

3.4 OTP refers to the Office of the Premier in the Eastern Cape

3.5 VAT refers to Value Added Tax as per VAT Act

4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 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).

4.2 Procurement Legislation

ECSECC's Supply Chain Management Policy and Contract Management Policy outline the procurement process and a supplier performance evaluation process, respectively.

4.3 Technical Legislation and/or Standards

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

5 BRIEFING SESSION

No briefing session scheduled nor is necessary.

6 TIMELINE OF THE BID PROCESS

6.1 The period of validity of this bid and the withdrawal of offers, after closing date and time is **90** 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	22 October 2021
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	22 October 2021
Questions relating to the bid from bidders	25 October – 10 November 2021
Bid closing date and time	15 November 2021 at 15H00

Notice to bidders	ECSECC will endeavor to inform bidders of the progress until conclusion of the bid.
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6.2 All dates and times in this bid are South African standard time.

6.3 Any time or date in this bid is subject to change at the ECSECC's discretion.

6.4 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 right in any way for any bidder to demand that any action be taken on the date established.

6.5 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.

7 CONTACT AND COMMUNICATION

7.1 A nominated official of the bidder(s) can make enquiries in writing, to Thembanani Ndzewu for enquiries, via email tenders@ecsecc.org and/or by phone at 043 701 3400. Bidders must reduce all telephonic enquiries to writing and send to the above email address.

7.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.

7.3 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.

7.4 All communication between the bidder(s) and ECSECC must be done in writing.

7.5 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 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.

7.6 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).

7.7 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.

7.8 All persons (including 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.

8 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).

9 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.

10 FRONTING

10.1 ECSECC supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, ECSECC condemns any form of fronting.

10.2 ECSECC, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and

Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of (14) fourteen days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding (10) ten years, in addition to any other remedies ECSECC may have against the bidder/contractor concerned.

11 SUPPLIER DUE DILIGENCE

ECSECC 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.

12 SUBMISSION OF PROPOSALS

12.1 Bid documents may, on or before the closing date and time, either be:

12.1.1 Posted to:- **12 Gloucester Road,
Vincent,
East London**

OR

12.1.2 Placed in the **tender box in the aforesaid address**

OR

12.1.3 Submitted by email to tenders@ecsecc.org

12.2 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.

12.3 Bidders are required to submit, **by 15 November 2021 at 15H00**, the following:

12.3.1 Itemized quotation; and

12.3.2 All pre-qualification documents.

12.4 Quotations must state the estimated time of delivery (ETA).

13 SCOPE OF WORK

- 13.1 The Khawuleza PMO is developing a centralized Provincial Data Centre that intends to share insights through interactive sessions.
- 13.2 Part of IT infrastructural needs necessary for this purpose is the Smart Interactive Display Boards.
- 13.3 ECSECC therefore solicits prospective service provider(s) to supply, deliver and install two (2) Smart Interactive Display Screens in their offices in East London.
- 13.4 These screens must be configured and tested before handed over to ECSECC, the specifications for which are outlined below.

14 SPECIFICATIONS

The detailed specification is outlined in the attached Annexure 1.

15 EXPECTED DELIVERABLES

- 15.1 2 x 75" 4K Smart Interactive Display Screens installed and tested.

16 EVALUATION AND SELECTION CRITERIA

16.1 There are minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The implications for non-submission is stated alongside each document. The minimum standards consist of the following:

16.1.1 Gate 0: Pre-qualification Criteria

Bidders must submit documents listed below, in order to proceed to Gate 1.

Documents to be submitted	Non-submission may result in disqualification (YES, means non-submission will result in the bid being disqualified)
1. SBD1 Invitation to Bid	Yes Complete and sign the supplied pro forma document.
2. SBD2 Tax Status	Yes a. ECSECC transacts with service providers that have a compliant tax status. b. The status of tax compliancy is verified against information recorded in the National Treasury Central Supplier Database c. In the event where the Bidder submits a hard copy of the TCC, the CSD verification outcome will take precedence.
3. SBD3.1 Pricing Schedule	Yes Submit full details of the pricing as per proposal
4. SBD4 Declaration of Interest	Yes Complete and sign the supplied pro forma document
5. SBD6.1 Preference Points Claim Form	No Non-submission will lead to a zero (0) score on B-BBEE
6. SBD 7.2	Yes Complete and sign the supplied pro forma document
7. SBD8 Declaration of Bidder's Past SCM Practices	Yes Complete and sign the supplied pro forma document

8. SBD9 Certificate of Independent Bid Determination	Yes	Complete and sign the supplied pro forma document
9. General Conditions of Contract (GCC)	Yes	Complete and sign the supplied pro forma document
10. Registration on the Supplier Database (CSD)	No	ECSECC can transact with the service providers that are registered in the National Treasury CSD. a. Submit proof of registration on the National Treasury CSD (Summary Report) b. If not registered, proceed to complete the registration of your company prior to submitting your proposal. c. Visit https://secure.csd.gov.za/ and obtain your vendor number. Submit proof of registration (Summary Report)
11. Detailed and Itemized Quotation	Yes	Quotation must include: a. Specification for each that complies with the bid specification b. Proposed brand of item

16.1.2 Gate 1: Price and B-BBEE Evaluation

- a. This bid will be evaluated in accordance with the 80/20 preference point principle.
- b. Only bidders whose quotations fully comply with the bid specifications shall be evaluated at this stage.
- c. The evaluation will be as follows:

Element	Weight
Price	80
B-BBEE Status Level Contributor	20
Total	100

B-BBEE points will be allocated to bidders on submission of the following documents:

- d. A duly completed Preference Point Claim Form, SBD6.1 and B-BBEE Certificate;
- e. Certified copy of B-BBEE Rating Certificate from **SANAS** Accredited Rating Agency or a Registered Auditor approved by IRBA or a letter from Accounting Officer as contemplated in the CCA, where a bidder claims to be an Exempted Micro Enterprise (EME);
- f. Certified copy of B-BBEE Rating Certificate from a **SANAS** Accredited Rating Agency or a Registered Auditor approved by IRBA, where a bidder claims to be a Qualifying Small Enterprise (QSE);
- g. Certified copy of B-BBEE Rating Certificate from **SANAS** Accredited Rating Agency or a Registered Auditor approved by IRBA; and
- h. Sworn affidavits must be fully populated, indicating the full date of the bidder's firm's financial year end from which the points claimed are based, and signed appropriately.

17 GENERAL CONDITIONS OF CONTRACT

17.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-

17.1.1 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).

17.1.2 The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

18 CONDITIONS OF THIS BID

18.1 ECSECC reserves the right to:

18.1.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.

18.1.2 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).

18.1.3 Accept part of a bid rather than the whole bid.

18.1.4 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.

18.1.5 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.

18.1.6 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.

- 18.1.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and B-BBEE evaluation stage.
- 18.1.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 18.1.9 Not award the bid to the bidder whose financial statements are not in order.
- 18.1.10 Award to multiple bidders to spread the risk.

19 BIDDER'S DECLARATION

- 19.1 The bidders are required to confirm that they will:
 - 19.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of ECSECC;
 - 19.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - 19.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests;
 - 19.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - 19.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with ECSECC;
 - 19.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
 - 19.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECSECC as a client before any other consideration; and
 - 19.1.8 Ensure that any information acquired by the bidder(s) from ECSECC will not be used or disclosed unless the written consent of ECSECC has been obtained to do so.

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 a 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 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, 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 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 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).