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INVITATION TO BID

REFERENCE NUMBER:	ECS04/22/23	
SERVICES NEEDED:	SUPPLY AND DELIVER A CLOUD DATA CENTRE	
ONLY SITA ACCREDITED AND CERTIFIED SERVICE PROVIDERS ARE INVITED TO BID FOR THESE GOODS/ SERVICES		
COMPULSORY BRIEFING SESSION	N/A	
CLOSING DATE:	10 MARCH 2023	
CLOSING TIME:	15H00	
EVALUATION CRITERIA:	80/20 PREFERENCE POINT SYSTEM	
ENQUIRIES:	BIDDING PROCEDURES	TECHNICAL-RELATED
	MR MALWANDE NTONGANA MALWANDE@ECSECC.ORG	MR XOLILE MARTIN XOLILE@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 Khawuleza PMO 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.

Against this background, ECSECC intends to build a Data Operations Centre which will consist of a Hybrid Data Centre. The Data Operations Centre is intended to collect and store all data necessary to drive all initiatives that will result in successful delivery of all outputs of the Khawuleza PMO programme.

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 and delivery of a Cloud Data Centre solution.

3 DEFINITIONS

3.1 **DMZ** refers to Demilitarized Zone

3.2 **ECSECC** refers to Eastern Cape Socio Economic Consultative Council

3.3 **ETL** means Extract, Transform and Load

3.4 **GIS** means Geographic Information System

3.5 **ICT** refers to Information and Communication Technology

3.6 **IP Address** refers to Internet Protocol Address

3.7 **Khawuleza PMO** the Khawuleza PMO is a hybrid supporting and controlling Portfolio Management Office which operates across the full provincial portfolio.

3.8 **OTP** refers to the Office of the Premier in the Eastern Cape to which ECSECC reports.

3.9 **SITA** refers to the State Information Technology Agency established through the SITA Act. Act No. 88 of 1998.

3.10 **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 COMPULSORY BRIEFING SESSION

5.1 No briefing session planned for this bid.

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 eTender Portal/ Eastern Cape Tender Bulletin/ ECSECC Website	17 February 2023
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	17 February 2023
Briefing Session	N/A
Questions relating to the bid from bidders	18 February 2023 – 03 March 2023
Bid closing date and time	10 March 2023 at 15H00
Notice to bidders: - ECSECC will endeavor to inform bidders of the progress until conclusion of the bid.	

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 Malwande Ntongana 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, or direct email, 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 and/or presentations.

12 SUBMISSION OF PROPOSALS

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

12.1.1 Deposited into the **tender box** placed in the foyer at:

ECSECC
12 Gloucester Road,
Vincent,
East London

OR

12.1.2 Electronically by email a compressed zip folder to tenders@ecsecc.org quoting the reference **Bid Number ECS04/22/23**.

OR

12.1.3 Electronically by email a link pointing to your cloud account for file access to tenders@ecsecc.org quoting the reference **Bid Number ECS04/22/23**.

12.2 Bidding enquiries may be directed to Mr Malwande Ntongana at tenders@ecsecc.org or phone 043 701 3400.

12.3 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.

12.4 Bidders are required to submit, **by 10 March 2023 at 15H00**, the following:

12.4.1 Costed Proposal with estimated time of delivery (ETA)

12.4.2 Proof of competency requirements.

12.4.3 All pre-qualification documents.

13 SCOPE OF WORK

- 13.1 The Data Centre is intended to create a platform that will be utilized for collecting and storing data from all provincial departments.
- 13.2 The Data Centre must be able to store information and data in all formats and be able to convert it into data that can be analyzed.
- 13.3 The Data Centre must enable real-time analytics, the output which will be used to advise and inform policy making and planning of the government of the province.
- 13.4 ECSECC therefore solicits prospective service provider(s) to supply and deliver a Cloud Data Centre solution which must meet the specifications outlined in clause 14, below.
- 13.5 Only SITA accredited and certified service providers are invited to bid.

14 SPECIFICATIONS

- 14.1 The Cloud component of the Hybrid Data Centre solution must have the minimum set of requirements to achieve the desired operational proficiency.

14.1.1 The functional specifications are outlined below:

Business Requirement (BR)	Detailed Description
1. Data from all project implementers	<ul style="list-style-type: none">- The interface design of the Data Centre must be able to handle data from all project implementers and must allow seamless integration and interface with them.- The number of connections must not be a limiting factor.
2. Ability to receive documents and digital files	Most of the historical data that must be stored for further analysis must be stored on documents and the interface must be able to handle transmission and receipt of such documents.
3. Ability to receive and store electronic images	<ul style="list-style-type: none">- Project milestone data often must be able to include evidence including still electronic images.- The Data Centre and its interface must be able to receive the files from project reporters and be able to store them on the Data Centre.

4. Ability to store other types of unstructured data	Similar to BR2 and BR3, above, the Data Centre and its interface must be able to receive and store data that is stored in an unstructured format.
5. Ability to store structured data	<ul style="list-style-type: none"> - Structured data must be able to be stored in Database Management System (DBMS). - The Data Centre must be able to host a DBMS in the form of MS SQL Server and allow ETL and integration into databases and instances on the DBMS.
6. Ability to transform unstructured data to structured data	<ul style="list-style-type: none"> - The Data Centre must provide for analysis to be performed against and on unstructured data. - The unstructured data SQL must be able to be converted into structured data utilizing methodologies, frameworks, and technologies such as map-reduce, Distributed File System (DFS), Multi-Node computing technologies and No-SQL.
7. Accessibility by all sector departments, SoEs and municipalities	The Data Centre must make provision for the supply of numerous landing/ staging secure file transfer sites.
8. High-speed data processing and transfer	<ul style="list-style-type: none"> - Design and technology consideration must address clogging of network and processing power. - Continuously looping scripts must not be expensive financially and on processing/ computing power.
9. Adherence to international and local standards and laws as well as internal policy and custom operating procedures	Location of data storage and application servers must not hinder the implementation of internal ICT's internally developed custom operating procedures.
10. Hybrid storage and archiving capability	<ul style="list-style-type: none"> - The solution must be provided on a Cloud platform as well as on a physical server configuration that is located on premises at the ECSECC offices. - The Cloud platform must be capable to hold and store data and information dating back from 1994 to date. - The on-premise component must be able to store only data that pertains to the current financial year and the previous financial year.

14.1.2 The technical specification must have the following capacity:

14.1.3 Dedicated SQL Pools

14.1.4 15TB of storage with geo-redundant disaster recovery

14.1.5 Serverless SQL Pools shall be 10TB of data queried per month

14.1.6 100GB of data collected per day

14.1.7 7 times estimated data compression

14.1.8 730 Hours of virtual core per month

14.1.9 Data Management Service must include:

- Data Lake Storage
- Distributed File System (Hadoop or similar)
- Data Integration Service or ETL
- Structured Data Storage

14.1.10 Multi-site Secure File Transfer Protocol

14.1.11 Cost model that required paying for only the amount of resources used per month and not resources reserved.

14.2 The bidders must take into consideration the existing infrastructure, which is:

14.2.1 A server used for GIS and Business Intelligence purposes is in place at ECSECC, located on premise and connected to the network. This server is accessible externally through the DMZ and firewall. Connection strings and the IP address to the server will be shared with bidders only on request.

14.2.2 This server's specifications are as follows:

- Operating System: Windows
- uProcessor: 8 Core; 3.12GHz
- RAM: 32GB
- HDD: 1TB

14.2.3 ECSECC's environment is based on Microsoft solutions and available skills resources are linked on the Microsoft technology. Any solution that is offered must not be limited by this and may not create limitations as a result of the current setup.

15 EXPECTED DELIVERABLES

- 15.1 3-year Cloud tenancy with software installed and configured, renewed on an annual basis.
- 15.2 Cloud tenancy must be accompanied with support.

16 COMPETENCY AND EXPERTISE REQUIREMENTS

- 16.1 The bidder must meet the following requirements:
 - 16.1.1 Ability to configure cloud service platforms.
 - 16.1.2 Ability to scale cloud service platforms.
 - 16.1.3 Ability to deploy cloud service.
 - 16.1.4 Proven experience with working with cloud service containers.
 - 16.1.5 Proven experience with working on Microsoft integrations.

17 EVALUATION AND SELECTION CRITERIA

- 17.1 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:

17.1.1 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	<ul style="list-style-type: none"> 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 for preference points
6. SBD 7.2	Yes	Complete and sign the supplied pro forma document
7. General Conditions of Contract (GCC)	Yes	Complete and sign the supplied pro forma document
8. Registration on the Supplier Database (CSD)	No	<p>ECSECC can transact with the service providers that are registered in the National Treasury CSD.</p> <ul style="list-style-type: none"> 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)
9. Costed Proposal	Yes	Proposal must include: a. How the specification and deliverable will be met b. Quotation based on the proposal

17.1.2 Gate 1: Functionality Evaluation Criteria

Bidders must score a minimum of 80 points to proceed to Gate 2. The functionality criteria will be as follows:

Element	Weight
Understanding the scope of work a. Proposal showing how scope of work and deliverables shall be met -max 10 points b. Meeting of specifications -max 5 points c. Reference with great in-depth detail of how service levels will occur -max 10 points d. Ability to scale up the Data Centre -max 10 points	35
Relevant experience and expertise technical team a. Proven experience in implementation, support and advice in specified projects -max 35 points (points based on recent verifiable and favourable references, recent being anytime from 2010 to date: - Submit previous contracts to substantiate the years of experience claimed)	35
Understanding the scope of work a. Staff and Engineers must be certified by a reputable vendor -max 15 points b. Proven experience in installing, maintaining and supporting cloud based systems and infrastructure -max 15 points - 1 installation -5 points - 2 to 4 installations -10 points - 5 and above installations -15 points	30
Total	100

17.1.3 Gate 3: Price and Specific Goals Evaluation

17.1.3.1 This bid will be evaluated in accordance with the 80/20 preference point system.

17.1.3.2 Only bidders who have met the threshold of 80 points in Gate 1 will be evaluated for price and specific goals.

17.1.3.3 The evaluation will be as follows:

Element	Weight
Price	80
Historically Disadvantaged Individuals (HDIs)	
- Enterprises with ownership of 51% or more by person(s) who are black person(s)	05
- Enterprises with ownership of 51% or more by person(s) who are women	05
- Enterprises with ownership of 51% or more by person(s) who are youth	05
- Enterprises with ownership of 51% or more by person(s) with disability	02
- Enterprises located and/or operating within the borders of the Eastern Cape	03
Total	100

17.2 The allocation of specific goals shall be based on the preferences claimed by the bidder on SBD6.1 Specific Goals Claim Form.

17.3 The bidder must ensure that the claims are verifiable against the CSD record especially related to ownership.

17.4 The bidder must substantiate the disability ownership claim with a medical practitioner certification.

17.5 The bidder must submit proof that their enterprise is located and/or operating within the borders of the Eastern Cape.

18 SPECIAL CONDITIONS OF CONTRACT

18.1 The bidder must provide for the following:

Incidental Services	<ul style="list-style-type: none">a. Configure and setup the cloud component of the Hybrid Data Centre.b. Provide support for the duration of the contract
Payment	<ul style="list-style-type: none">a. Once-off payment for configuration and setup shall be processed after the cloud Data Centre has been tested and accepted by ECSECC that it is according to standards agreed upon between the supplier and ECSECC.b. Payments of tenancy shall be processed based on submission of itemized invoice depicting usage.c. Invoices shall be paid within 30 days of receiving invoice with all accompanying documentation agreed to in the contract.
Prices	Prices charged by the supplier shall not vary from prices quoted by the supplier in this bid, except for any price adjustments authorized in SCC or in the ECSECC's request for bid validity extension.

19 CONDITIONS OF THIS BID

19.1 ECSECC reserves the right to:

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

19.1.2 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).

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

19.1.4 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.

- 19.1.5 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.
- 19.1.6 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.
- 19.1.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and B-BBEE evaluation stage.
- 19.1.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 19.1.9 Not award the bid to the bidder whose financial statements are not in order.
- 19.1.10 Award to multiple bidders to spread the risk.

20 BIDDER'S DECLARATION

- 20.1 The bidders are required to confirm that they will:
 - 20.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of ECSECC;
 - 20.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - 20.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests;
 - 20.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - 20.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with ECSECC;
 - 20.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
 - 20.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECSECC as a client before any other consideration; and

20.1.8 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.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 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".

21.1.1 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;

21.1.2 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;

21.1.3 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;

21.1.4 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;

21.1.5 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;

21.1.6 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;

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

21.1.8 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.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1 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.

22.2 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.

23 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.

24 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.

25 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.

26 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.

27 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.

28 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.

29 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.

30 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.

31 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.

32 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).