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INVITATION TO BID

REFERENCE NUMBER:	ECS03/23/24	
SERVICES NEEDED:	PROVIDE COMPREHENSIVE SHORT-TERM AND CYBER RISK INSURANCE COVER FOR A PERIOD OF 3 YEARS	
CLOSING DATE:	15 MARCH 2024	
CLOSING TIME:	15H00	
EVALUATION CRITERIA:	80/20 PREFERENCE POINT SYSTEM	
ALL ENQUIRIES	MR MALWANDE NTONGANA TENDERS@ECSECC.ORG	MS ZOLA MSHUMPELA ZOLA@ECSECC.ORG

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	



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1. INTRODUCTION

- 1.1 ECSECC is a Schedule 3C public entity reporting to the Office of the Premier (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.
- 1.2 The overarching objective of ECSECC is to advise and assist the Provincial Government to achieve an integrated development strategy for the province and its constituent regions to address the economic development of the province. Furthermore, it serves as an information hub of the Eastern Cape Province.
- 1.3 ECSECC, as a knowledge-based organization, seeks to generate, effectively manage, and disseminate information and knowledge. Its core vision is a prosperous, productive, and sustainable Eastern Cape where all people realize their potential by means of providing policy advice through facilitation intelligence, and platforms for short- and long-term innovations.
- 1.4 ECSECC is governed by the Board of Directors which has a set of committees to do oversight work on ECSECC's operations.
- 1.5 ECSECC is located at Vincent in East London in the Eastern Cape Province and has a staff compliment of just less than 100 personnel. It has no other branches and/or offices.

2. BACKGROUND

Section 57(e) of the PFMA places responsibility of safeguarding of the assets on government institutions' management. Accordingly, ECSECC vouches to apply controls to ensure that assets are protected against improper use, loss, theft, malicious damage or accidental.

It is against this background that ECSECC solicits a service provider to provide comprehensive short-term insurance for a period of three (3) years.

3. PURPOSE

The purpose of this document is to detail the scope of work, incorporating the tasks and responsibilities of the bidder(s), required by ECSECC to provide a comprehensive short-term insurance including cyber risk cover, public liability for directors and officers for (36) thirty-six months.

4. ACRONYMS/ DEFINITIONS

AIISA	Associate of the Insurance Institute of South Africa
ECSECC	Eastern Cape Socio Economic Consultative Council
Board	Board of Directors governing ECSECC
CSD	Central Supplier Database
FAR	Fixed Asset Register
FAIS	Financial Advisory and Intermediary Services as per FAIS Act, 2002
FIA	Financial Intermediaries Association
FSCA	Financial Sector Conduct Authority as established by FSR Act, 2017
FSP	Financial Service Provider
GCC	General Conditions of Contract
OTP	Office of the Premier in the Eastern Cape
PFMA	Public Finance Management Act, 1999
SBD	Standard Bidding Documents
SLA	Service Level Agreement
VAT	Value Added Tax as per VAT Act, 1991

5. LEGISLATIVE FRAMEWORK OF THE BID

5.1 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).

5.2 Procurement Legislation

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

5.3 Technical Legislation and/or Standards

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

6. BRIEFING SESSION

There is no briefing session planned or scheduled for this bid invitation.

7. TIMELINE OF THE BID PROCESS

7.1 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 Bulletin/ ECSECC Website	23 February 2024
Bid documents will be accessed from the tenders portals on the ECSECC website; www.ecsecc.org	23 February 2024
Bid closing date and time	15 March 2024 at 15H00

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

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

7.4 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.

- 7.5 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.

8. CONTACT AND COMMUNICATION

- 8.1 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.
- 8.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.
- 8.3 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.
- 8.4 All communication between the bidder(s) and ECSECC must be reduced into a written communication.
- 8.5 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.
- 8.6 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).
- 8.7 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.
- 8.8 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.

9. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

10. 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.

11. FRONTING

- 11.1 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.
- 11.2 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.

12. SUPPLIER DUE DILIGENCE

ECSECC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

13. SUBMISSION OF PROPOSALS

13.1 Bid documents may be submitted by depositing in the **tender box** placed in the foyer at **ECSECC offices, 12 Gloucester Road, Vincent, East London**

OR

13.2 Submit electronically by way of compressing the documents into a **zip format** email to tenders@ecsecc.org

OR

13.3 send link pointing to your cloud account for the file access quoting a reference of the **bid number ECS03/23/24** and on or before the closing date and time.

13.4 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.

13.5 Bidders are required to submit their proposals, the mandatory documents and all the required supplementary documentation outlined in the competency requirements **by 15 March 2024 at 15H00.**

14. PRESENTATION/ DEMONSTRATION

ECSECC reserves the right to call for presentations. Should this be necessary, only short-listed bidders will be requested to make presentations. They will be notified on time to prepare themselves for a live presentation which may held be physically or virtually presented.

15. DURATION OF CONTRACT

The insurance policy will be concluded for a period of (36) thirty-six months commencing 1 April 2024.

16. SCOPE OF WORK

- 16.1 ECSECC has offices located in Vincent, East London only. The building is a brick and mortar, fully fenced and roof covered in roof tiles.
- 16.2 The offices are fitted with an alarm system and outdoor beams at windows. It has a 24-hour guard stationed at the main gate and is monitored by armed response. There are cameras inside the building positioned to cover exit points.
- 16.3 ECSECC has been insured continuously for their assets and has been continuously covered against the Directors' and Officer's liability.
- 16.4 The cyber risk cover commenced in May 2020 and there are no unclaimed incidents or expected claims.
- 16.5 No claims have ever been rejected claims.
- 16.6 ECSECC solicits prospective insurance brokers to provide a comprehensive short-term cover including cyber risk cover. The cover must address the following, but not limited to, the risk areas below:
 - 16.6.1 Office Contents - comprehensive cover for all office equipment, computer equipment, furniture and fittings.
 - 16.6.2 Electronic Equipment – physical loss or damage to property belonging to ECSECC or held by ECSECC in trust or on commission for which ECSECC is responsible.
 - 16.6.3 Business All Risks - comprehensive cover of assets as the ECSECC's Fixed Asset Register (FAR).
 - 16.6.4 Public Liability – loss or damage and injury or death to Third Party property due to ECSECC or their representatives' negligence.
 - 16.6.5 Employers' Liability – death or bodily injury to any person employed under contract of service which occurs during hours of work or while travelling on official business.
 - 16.6.6 Motor Vehicles – comprehensive cover for damage or loss.
 - 16.6.7 Fidelity Guarantee – cover against commercial crime and fraud caused by hackers or ECSECC employees.
 - 16.6.8 SASRIA – damage or loss due to riot, strike and political riots.

- 16.6.9 Theft - damage and loss to contents of ECSECC's properties and vehicles as a result of theft.
- 16.6.10 Cover against fire, lightning, thunderbolts, subterranean fire, explosions, spontaneous combustion, fermentation, charring storm, wind, water, hail or snow, earthquake, earth tremor, impact, theft, and accident due to sanitaryware.
- 16.7 The bidders must match the existing excesses or propose better excesses than the existing ones.

16.8 The schedule below indicates the insured amount and excess, the bidders are requested to match:

Description	Sum Insured	Excess
1. <u>Electronic Equipment</u>		
1.1 Contents	R 2,147,116	Theft- 10% of claim, minimum R500
1.2 Theft by forced entry	R 536,779	All other losses- 10% of claim, minimum R1,000
Leakage of oils and chemicals	R 100,000	
Riot and strike (other than RSA and Namibia)	R 100,000	Theft restricted to 25% of Contents Sum Insured
Theft	R 10,000	
2. <u>Electronic Equipment</u>		
2.1 Hardware, Server, Software and Accessories	R 9,282,637	Theft/Surge – 5% of claim, minimum R1,000
2.2 Laptops, Data Projectors, etc.	R 2,073,272	Laptops and Accessories -10% of claim, minimum R3,000
2.3 Riot and strike (other than RSA and Namibia)	R 100,000	All other losses – 10% of claim, minimum R500
2.4 Reconstitution of Data	R 100,000	
2.5 Increase in Cost of Working	R 100,000	
3. <u>Business All Risk</u>		
3.1 Mobile Tools	R 578,194	10% of claim, minimum R1,000
3.2 Increase in cost of working	R 34,864	
Riot and strike (other than RSA and Namibia)		
4. <u>Public Liability</u>		
4.1 General & Tenants Liability	R10,000,000	Basic Deductible- 10% of claim, minimum R500
4.2 Legal Defence Costs	R 500,000	Legal Defense and Wrongful Arrest- R500
4.3 Embedded Image Protector	R 200,000	
4.4 Wrongful Arrest and Defamation	R 250,000	
5. <u>Motor Vehicles</u>		
5.1 Section 1: 2014 Nissan NP200 1.6	R 100,264	Comprehensive -Nil excess

Description	Sum Insured	Excess
6. <u>Directors and Officers Liability</u>		
6.1 Limit	R 2,000,000	Nil for all Sections except R150 000 for loss from any securities claim
6.2 Pre-Investigation Costs	R 500,000	
6.3 Bodily Injury and Defense Costs	R 400,000	
6.4 Pollution Defense Costs	R 200,000	
6.5 Kidnap and Ransom Costs	R 500,000	
7. <u>Cyber Liability</u>		
7.1 Combined Limit	R 45,000,000	R 100,000
7.2 Multimedia Liability	R 45,000,000	R 100,000
7.3 Network Security and Privacy Liability	R 45,000,000	R 100,000
7.4 Data Recovery and Loss of Business Income	R 45,000,000	R 100,000
7.5 Privacy Regulatory Defense and Penalties	R 45,000,000	R 100,000
7.6 Crisis Management Costs	R 45,000,000	R 100,000
7.7 Data Extortion	R 45,000,000	R 100,000
8. <u>EMPLOYERS LIABILITY</u>		
8.1 Limit of Indemnity Basis of cover- claims retroactive 21/02/2017	R 2,000,000	R 1,000
9. <u>SASRIA</u>		
9.1 Material Damage	As per underlying policies	
9.2 Commercial Vehicles		

16.9 The bidder must submit an insurance premium proposal as per the abovementioned sum insured and indicate the respective excesses.

17. EXPECTED DELIVERABLES

17.1 Comprehensive short-term insurance cover as per the schedule in paragraph 16.8, above.

17.2 The cover must specify the annual premium per item and the proposed underwriter or insurer.

18. COMPETENCY AND EXPERTISE REQUIREMENTS

18.1 The bidder must demonstrate the following:

18.1.1 Proof of relevant appropriate registrations as a broker.

18.1.2 Proof of relevant experience.

18.1.3 Proof of relationship with the proposed underwriter/ insurers.

18.1.4 Capacity to provide insurance.

18.2 The bidder must have insurance cover for Professional indemnity insurance.

19. PRICING MODEL

19.1 The pricing must include all costs that will ensure that all requirements in each area of your competency is provided to ECSECC.

19.2 Price must be in South African currency and must be inclusive of VAT.

19.3 The bidders must indicate the price in all elements listed in their pricing schedule (**no hidden costs/ unknown costs will be accepted**).

20. EVALUATION AND SELECTION CRITERIA

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

Prequalification (Gate 0)	Functionality Criterion (Gate 1)	Objective Criterion (Gate 2)	Price Comparison (Gate 3)
Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	Bidders are required to achieve a minimum of 70 points to proceed to Gate 2.	ALL bidders that match or exceed the existing excesses outlined in the schedule shall proceed to Gate 3.	Bidders will be evaluated out of 100 points, as per (Table 2) , below.

20.1 **Gate 0: Pre-qualification Criterion**

20.1.1 Bidders must return the documents listed in **Table 1**, below.

20.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.

20.1.3 During this phase, bidders' responses will be evaluated based on the information registered in the CSD.

20.1.4 Non-submission of any of these documents may render the bid non-responsive.

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

Documents to be submitted	Non-submission may result in disqualification (<i>YES, means non-submission will result in the bid being disqualified</i>)	
1. SBD1 -Invitation to Bid	YES	Complete and sign the supplied pro forma document.
2. Tax Status	YES	<ul style="list-style-type: none"> a. ECSECC transacts with service providers that have compliant tax status. b. ECSECC makes use of the CSD report to verify tax status of suppliers. Please ensure that your tax affairs are in good standing with SARS. c. ECSECC does not transact with service providers that have a non-compliant tax status.
3. SBD4 -Bidders' Disclosure	YES	Complete and sign the supplied pro forma document
4. SBD6.1 Preference Points Claim Form in terms of PPR, 2022	NO	Complete and sign the supplied pro forma document Non-submission will lead to a zero (0) score on Specific Goals
5. SBD7.2 Contract Form	NO	Complete and sign the supplied pro forma document
6. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document
7. Quotation for the Year 1 Premium	YES	Submit a quotation for the first year premium from the underwriter.

20.2 **Gate 1: Functional Evaluation Criterion**

20.2.1 Bidders must score **70** points to proceed to Gate 2.

Element	Weight
a. Company Registration with Associations	20
<ul style="list-style-type: none"> - Associated with FIA [10 points] - Associated with FSCA [10 points] <p>[points are claimable based on submission of valid certificates]</p>	
b. Capacity to provide services	40
<ul style="list-style-type: none"> - 5 years and more providing insurance services [5 points] - 3 years up to less than 5 years providing insurance services [2 points] - Less than 3 years providing insurance services [0 points] <p>[points are claimable based on submission of company profile]</p>	
<ul style="list-style-type: none"> - Professional Indemnity Cover, for minimum of R15million [15 points] <p>[points are claimable based on submission of proof of PI cover]</p>	
<ul style="list-style-type: none"> - Relationship with underwriters [10 points] <p>[points are claimable based on submission of letter or SLA or commitment from the proposed or quoting underwriters]</p>	
<ul style="list-style-type: none"> - Rating from underwriter/insurer [10 points] <p>[points are claimable based on submission of proof]</p>	
c. Capacity and Competency of the Account Manager	40
<ul style="list-style-type: none"> - Relevant Qualification <ul style="list-style-type: none"> IISA Certificate [10 points] Licentiate Insurance Institute Certificate [10 points] <p>[points are claimable based on submission of certified certificates copies of the dedicated Account Manager]</p>	
<ul style="list-style-type: none"> - Relevant experience to manage insurance portfolios [10 points] <p>[points are based on submission of references from previous clients, Annexure A, must be filled in by the relevant clients. References that are not submitted in the Annexure A will not be considered]</p>	
<ul style="list-style-type: none"> - Relevant experience in the insurance industry <ul style="list-style-type: none"> 15 years and above [10 points] 12 years to less than 15 years [5 points] Less than 12 years [0 points] <p>[points are claimable based on submission of the dedicated Account Manager's CV/profile showing the years in the industry]</p>	

20.3 **Gate 2: Functional Evaluation Criterion**

20.3.1 Only bidders that match the excesses or offer better excesses than the existing/ current ones, will proceed to Gate 3.

Element	Submitted		Proposed Excess	Proposed Premium
	Y	N		
Best offer in relation to excess per category. (based on the current schedule)				
- Office contents				
- Electronic equipment				
- Business all risk				
- Public liability				
- Motor Vehicles				
- Directors and Officers liability				
- Cyber Liability				
- Employers Liability				
- SASRIA				
Other				
Total Premiums for Year 1				

20.4 **Gate 3: Price Evaluation**

20.4.1 In terms of Regulation 4 of the PPR 2022, pertaining to the PPPFA, responsive bids will be adjudicated on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points), and
- Specific Goals (maximum 20 points).

20.4.2 The evaluation of price and specific goals will be evaluated as outlined in **Table 2**, below.

Table 2: Price and Specific Goals Evaluation

Element	Weight
Price	80
Specific Goals	20
- Enterprises with ownership of 51% or more by person(s) who are black persons (5 points)	
- Enterprises with ownership of 51% or more by person(s) who are women (5 points)	
- Enterprises with ownership of 51% or more by person(s) who are youth (5 points)	
- Enterprises with ownership of 51% or more by person(s) with disability (2 points)	
- Enterprises located and/or operating within the BCMM in the Eastern Cape Province (3 points)	
Total	100

21. GENERAL CONDITIONS OF CONTRACT

21.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

21.1.1 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).

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

22. SERVICE LEVEL AGREEMENT

22.1 Upon award,

22.1.1 ECSECC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by ECSECC.

22.1.2 ECSECC shall issue an authorized purchase order to the successful bidder for the first year insurance premium, and every after 12 months for the respective year until the 3 years is completed.

22.1.3 The successful bidder shall provide ECSECC with the policy schedule, applicable terms and conditions, and any other relevant documentation.

23. CONDITIONS OF THIS BID

23.1 ECSECC reserves the right to:

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

23.1.2 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).

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

23.1.4 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.

23.1.5 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.

23.1.6 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.

23.1.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and B-BBEE evaluation stage.

23.1.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.

23.1.9 Not award the bid to the bidder whose financial statements are not in order.

23.1.10 Award to multiple bidders to spread the risk.

24. BIDDER'S DECLARATION

24.1 The bidders are required to confirm that they will:

24.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of ECSECC;

24.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

24.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests;

24.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

24.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with ECSECC;

24.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;

24.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECSECC as a client before any other consideration; and

24.1.8 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.

25. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 25.1 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”.
- 25.1.1 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;
- 25.1.2 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;
- 25.1.3 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;
- 25.1.4 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;
- 25.1.5 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;
- 25.1.6 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;
- 25.1.7 Has in the past engaged in any matter referred to above; or

25.1.8 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.

26. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

26.1 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.

26.2 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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).