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INVITATION TO BID

REFERENCE NUMBER:	ECS03/22/23	
SERVICES NEEDED:	RENEWAL OF MICROSOFT OPEN LICENSE SUBSCRIPTION FOR TWO YEARS	
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 TENDERS@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 located at Vincent in East London in the Eastern Cape Province only and has a staff compliment of just less than 100 personnel.

2 BACKGROUND

ECSECC has a Microsoft Open License Subscription whose Agreement ID is **V6383293** whose 3-year cycle agreement with Microsoft ends on 31 December 2024.

The current contract expired on 31 December 2022 and arrangements have been made to keep this agreement active until 31 March 2023.

ECSECC requires renewal for the remainder of two years, as per cycle agreement, starting 1 April 2023 until 31 December 2024.

It is against this background, that ECSECC solicits service provider to renew its OVS as per Agreement referenced **V6833293**, to complete the cycle. until 31 December 2024.

3 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 the renewal of OVS Agreement **ID V6383293**.

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 e-Tender 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: <ul style="list-style-type: none">- 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, 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.

12 SUBMISSION OF PROPOSALS

12.1 Bid documents may, on or before the closing date and time, be submitted electronically by way of compressing the documents into a zip format and email to tenders@ecsecc.org OR send through a link pointing to your cloud account for the file access quoting the reference of **the Bid Number ECS03/22/23**

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, **before or on 10 March 2023 at 15H00**, the following:

12.3.1 Itemized quotation for items listed in “Effective” column.

12.3.2 All pre-qualification documents.

13 DURATION OF CONTRACT

The successful bidder will be appointed for a period of 2 years.

14 SCOPE OF WORK

14.1 ECSECC solicits a service provider to renew Microsoft Open Value Subscription Agreement ID **V6383293** for the remainder of 2-year agreement term for the products listed below under specifications.

14.2 Only SITA accredited and certified service providers are invited to bid.

15 SPECIFICATIONS

License Product Family	Code	Current Quantity	Effective Quantity
1. Azure - Microsoft Community Training (Preview) Standard		24	24
2. Microsoft 365 Apps for enterprise Open	Q7Y-00004	24	5
3. Office 365 E3	Q5Y-00004	73	107
4. Project Plan 5	7YC-00004	2	2
5. Microsoft Visio Professional All Lng License/Software AssurancePack OLV 1License LevelD AdditionalProduct 1Year	D87-03975	10	10
6. Microsoft SharePoint Server All Lng License/Software AssurancePack OLV 1License LevelD Additional Product 1Year	76P-00739	1	1
7. Microsoft SharePoint Enterprise CAL All Lng License/ SoftwareAssurancePack OLV 1License LevelD Additional Product UsrCAL 1Year	76N-03092	67	67
8. Microsoft SQL CAL All Lng License/Software AssurancePackOLV 1License LevelD Additional Product UsrCAL 1Year	359-04630	4	4
9. Microsoft Core CAL Client Access License All Lng License/ SoftwareAssurancePack OLV 1License LevelD Ent UsrCAL 1Year	W06-01141	85	87
10. Microsoft Exchange Server Standard All Lng License/SoftwareAssurancePack OLV 1License LevelD AdditionalProduct 1Year	312-03719	2	2
11. Power BI Pro Open	DW6-00004	15	15
12. Microsoft Sys Ctr Standard Core All Lng License/Software AssurancePack OLV 16Licenses LevelD AdditionalProduct Core Lic 1Year	9EN-00372	1	1
13. Microsoft Windows Server STD CORE AllLng	9EM-00444	10	10

License/ SoftwareAssurancePack OLV 16Licenses LevelD Additional Product CoreLic 1Year			
14. Microsoft SQL Server Standard Edition AllLng License/SoftwareAssurancePack OLV 1License LevelD AdditionalProduct 1Year	228-07279	2	2
15. Microsoft SQL Server Enterprise 4 Cores All Languages License & Software Assurance Open Value 2 Licenses Level D 1 Year AP	7JQ-00129	0	1

The bidder must renew the additional Microsoft Package which is not part of the MS OVS package, as specified below:

License Product Family	Current Quantity	Effective Quantity
1. Microsoft®ProjOnlineEssentialsOpen ShrdSvr AllLng annually Subscriptions-VolumeLicense OLV 1License LevelD AdditionalProduct	3	10

16 EVALUATION AND SELECTION CRITERIA

16.1 ECSECC transacts with service provides that have a compliant tax status.

16.2 The status of tax compliancy is verified against information recorded in the National Treasury Central Supplier Database (CSD).

16.3 In the event where the Bidder submits a hard copy of the TCC, the CSD verification outcome will take precedence.

16.4 ECSECC transact with service providers that are registered in the CSD.

16.4.1 Gate 0: Pre-qualification Criteria

Bidders must submit documents listed below, in order to proceed to Gate 1. The implications for non-submission is indicated alongside each document.

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. 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. SBD4 Declaration of Interest	Yes Complete and sign the supplied pro forma document
4. SBD6.1 Preference Points Claim Form	No Non-submission will lead to a zero (0) score for preference points
5. General Conditions of Contract (GCC)	Yes Complete and sign the supplied pro forma document

6. Registration on the Supplier Database (CSD)	No	<p>ECSECC can transact with the service providers that are registered in the National Treasury CSD.</p> <p>a. Submit proof of registration on the National Treasury CSD (Summary Report)</p> <p>b. If not registered, proceed to complete the registration of your company prior to submitting your proposal.</p> <p>c. Visit https://secure.csd.gov.za/ and obtain your vendor number. Submit proof of registration (Summary Report)</p>
7. Itemized Quotation	Yes	<p>a. Quotation must include all items as per specification, prices based on effective quantity</p>

16.4.2 Gate 2: Price and Specific Goals Evaluation

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

16.4.2.2 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

- 16.5 The allocation of specific goals shall be based on the preferences claimed by the bidder on SBD6.1 Specific Goals Claim Form.
- 16.6 The bidder must ensure that the claims are verifiable against the CSD record especially related to ownership.
- 16.7 The bidder must substantiate the disability ownership claim with a medical practitioner certification.
- 16.8 The bidder must submit proof that their enterprise is located and/or operating within the borders of the Eastern Cape.

17 CONDITIONS OF THIS BID

- 17.1 ECSECC reserves the right to:
 - 17.1.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
 - 17.1.2 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).
 - 17.1.3 Accept part of a bid rather than the whole bid.
 - 17.1.4 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.
 - 17.1.5 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.
 - 17.1.6 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.
 - 17.1.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and B-BBEE evaluation stage.

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

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

17.1.10 Award to multiple bidders to spread the risk.

18 BIDDER'S DECLARATION

18.1 The bidders are required to confirm that they will:

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

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

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

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

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

18.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;

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

18.1.8 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.

19 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

19.1 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”.

- 19.1.1 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;
- 19.1.2 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;
- 19.1.3 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;
- 19.1.4 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;
- 19.1.5 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;
- 19.1.6 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;
- 19.1.7 Has in the past engaged in any matter referred to above; or
- 19.1.8 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.

20 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

20.1 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.

20.2 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.

21 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.

22 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.

23 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.

24 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.

25 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.

26 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.

27 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.

28 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.

29 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.

30 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).