

12 Gloucester Road  
Vincent, East London, 5217

Postnet Vincent  
Private Bag X9063  
Suite 302, Vincent, 5247

+27 (0)43 701 3400  
+27 (0)43 701 3415

info@ecsecc.org  
www.ecsecc.org



## INVITATION TO BID

<b>REFERENCE NUMBER</b>	<b>ECS04/24/25</b>	
<b>SERVICES NEEDED</b>	<b>PROVIDE MEDIA AND PRINTING SERVICES FOR PERIOD OF 3 YEARS</b>	
<b>CLOSING DATE CLOSING TIME</b>	<b>29 NOVEMBER 2024 15H00</b>	
<b>EVALUATION CRITERIA</b>	<b>80/20 PREFERENCE POINT SYSTEM</b>	
<b>BIDDING PROCEDURES ENQUIRIES MUST BE DIRECTED TO:</b>	<b>TECHNICAL RELATED ENQUIRIES MUST BE DIRECTED TO:</b>	
<b>MR MALWANDE NTONGANA</b> <a href="mailto:TENDERS@ECSECC.ORG">TENDERS@ECSECC.ORG</a> <a href="mailto:TENDERS.ECSECC@GMAIL.COM">TENDERS.ECSECC@GMAIL.COM</a>	<b>MR ZWANGA MUKHUTHU</b> <a href="mailto:ZWANGA.MUKHUTHU@ECSECC.ORG">ZWANGA.MUKHUTHU@ECSECC.ORG</a> <a href="mailto:TENDERS@ECSECC.ORG">TENDERS@ECSECC.ORG</a> <a href="mailto:TENDERS.ECSECC@GMAIL.COM">TENDERS.ECSECC@GMAIL.COM</a>	

### 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 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 ECSECC as ECSECC as a knowledge-based organization, seeks to generate, effectively manage, and disseminate information and knowledge. ECSECC therefore engages in the regular publication of various types of documents including research reports, working papers and in other media-related materials. These publications are made available through multiple channels like posted on the website, distributed to relevant stakeholders, and presented at significant provincial events to reach a wider audience.

1.3 It is against this background that ECSECC is soliciting a service provider to provide media and printing services.

## **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 providing media and printing service for (36) thirty six months.

## **3 LEGISLATIVE FRAMEWORK OF THE BID**

### **3.1 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).

### **3.2 Procurement Legislation**

This will be processed in accordance with the PPPFA requirements. ECSECC's Supply Chain Management Policy and Contract Management Policy outline the procurement process and a supplier performance evaluation process, respectively.

### **3.3 Technical Legislation and/or Standards**

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

## 4 COMPULSORY BRIEFING SESSION

4.1 There is no briefing session planned for this RFP.

## 5 TIMELINE OF THE BID PROCESS

5.1 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	8 November 2024
Bid documents will be accessed from the ECSECC website; <a href="http://www.ecsecc.org">www.ecsecc.org</a>	8 November 2024
Questions relating to the bid from bidders	11 November 2024 to 22 November 2024
Bid closing date and time	29 November 2024 at 15H00
Notice to bidders: - ECSECC will endeavor to inform bidders of the progress of the bid through ECSECC website <a href="http://www.ecsecc.org/tenders">www.ecsecc.org/tenders</a>	22 November 2024

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

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

5.4 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.

5.5 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.

## 6 CONTACT AND COMMUNICATION

6.1 A nominated official of the bidder(s) can make enquiries in writing quoting the Bid Number, to Malwande Ntongana for enquiries, via email [tenders@ecsecc.org](mailto:tenders@ecsecc.org) and/or [tenders.ecsecc@gmail.com](mailto:tenders.ecsecc@gmail.com) by phone at 043 701 3400. Bidders must reduce all telephonic enquiries to writing and send them to the above email address.

- 6.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.
- 6.3 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.
- 6.4 All communication between the bidder(s) and ECSECC must be done in writing.
- 6.5 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.
- 6.6 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).
- 6.7 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.
- 6.8 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.

## **7 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).

## **8 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.

## 9 SUBMISSION OF PROPOSALS

9.1 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.

9.2 Bids may be submitted either by:

9.2.1 Depositing **two (2) sets of original bid documents and an electronic copy of the original document in .pdf on flash drive**, into the **tender box** placed in the foyer at ECSECC, 12 Gloucester Road, Vincent, East London

**OR**

9.2.2 Electronically by way of compressing the documents into a zip format OR and email to send through a link pointing to your cloud account for the file access by email to [tenders@ecsecc.org](mailto:tenders@ecsecc.org) and [tenders.ecsecc@gmail.com](mailto:tenders.ecsecc@gmail.com) quoting the reference of the **Bid Number ECS04/24/25**.

9.3 The bidders must submit the following documents in response to this bid:

9.3.1 A proposal which must include the following information:

- a. Introduction of your company
- b. Proposed approach for delivering the required services including process flow from receiving request to the final stage of delivery
- c. Proposed methodology, the resources that will be utilized, and how these resources will support ECSECC in meeting its design, production, and printing needs
- d. Detailed costing

9.3.2 Completed and signed SBD Forms supplied with this bid

9.3.3 Minimum of three (3) reference letters from your clients

9.3.4 CVs of the design and production team

9.3.5 Valid proof of your operating offices

9.4 Bids must be submitted **before or on 29 November 2024 at 15H00**

## **10 PRESENTATION/DEMONSTRATION**

- 10.1 ECSECC reserves the right to request presentations/ demonstrations from the short-listed bidders as part of the bid process.
- 10.2 The presentations may be held in ECSECC offices or may be held virtual.
- 10.3 The appropriate medium of presentation shall be communicated before time.

## **11 DURATION OF CONTRACT**

The lease agreement for printers will be concluded for a period of thirty six (36) months, commencing 1 April 2025.



## 12 SCOPE OF WORK

### 12.1 Objectives

- 12.1.1 To provide attractive and innovative visual presentations of statistical and socio-economic information to communities of practice with varying levels of information- and general literacy.
- 12.1.2 To be able to influence policy and policy makers through creating and sharing credible and accessible information.
- 12.1.3 To produce visually appealing infographics, documents, publications, presentations, factsheets, brochures, web graphics, audiovisual and other static or interactive visual products which bring a sharp understanding of the current socio-economic situation in the Eastern Cape and promote ECECC as a center of excellence in applied research.

### 12.2 Publication Volumes

- 12.2.1 The previous contract commenced on 1 November 2021 until 31 October 2024, and this is the total volumes committed over the contract period.

<b>Statutory Documents</b>		
<b>Name of Publication</b>	<b>Product Type</b>	<b>Volume</b>
1. Annual Reports	Binded Copies	3
2. Annual Performance Plan	Binded Copies	4
<b>Quarterly Publications</b>		
1. Eastern Cape Labour Market	Electronic Document	12
2. Eastern Cape GDP Report	Electronic Document	12
<b>On-Demand Publications</b>		
1. A4 Working Paper	Binded Copies	1
2. A4 Research Booklets	Binded Copies	6
3. A4 Research Study Reports	Binded Copies	14
4. A4 Strategic Documents	Binded copies	2
5. Brochure	Hardcopy	1
<b>Advert</b>		
1. Job Adverts	Newspaper placement	10
<b>Branding</b>		
1. Branded material	Supply and Deliver	2
2. Banners	Branded Banners	5
3. Flags	Supplied Flags	1
4. Trophy	Branded Trophy	1
5. Certificates of Appreciation for Staff	Branded Certificates	1
<b>Stationery</b>		
1. Business Cards	Printed Cards	1000
2. Branded Tags and Pamphlets	Supply and Deliver	1000

<b>Online Interactive Products/ Hybrid Products</b>		
1. Photography	Digital Copies	2
2. Videography	Digital Copies	1
3. PA System with LED Screens and Laptops	Hired Equipment	1
4. Media Buying	Outside Broadcasting	1
<b>Other</b>		
1. Signage	Removal and Installation	2

### 12.3 Service Requirements

ECSECC solicits prospective service providers to provide media and printing services, that include:

- 12.3.1 Review ECSECC Corporate Identity Manual as per ECSECC guidelines and ECSECC's vision, mission, values and target audience.
- 12.3.2 Conceptualize layouts and designs of publications and promotional materials; and advise on the appropriate quality design, printing methods and materials to be used.
- 12.3.3 Design and produce publications in line with ECSECC Corporate Identity Manual.
- 12.3.4 The publications include:

<b>Name of Publication/ Type of Product</b>	<b>Product Output</b>	<b>Frequency</b>
<b>Statutory Documents</b>		
1. Annual Report	Perfect bound	Annually
2. Annual Performance Plan	Perfect bound	Annually
<b>Quarterly Publications</b>		
1. Eastern Cape Labour Overview	Electronic	Quarterly
2. Eastern Cape Economic Review Report	Electronic	Quarterly
<b>On-Demand Publications</b>		
1. Pamphlet type 1	A5 Booklet	On request
2. Pamphlet type 2	A3 Newspaper print	On request
3. Pamphlet type 3	A4 Z-fold	On request
4. Working Papers/ Research Reports	Electronic	On request
5. Working Papers/ Research Reports	Binded Copies	On request
<b>Print-Ready Documents</b>		
1. Bulk Photocopying	Binded Copies	On request
2. Digital Printing	Binded Copies	On request
<b>Stationery</b>		
1. Company Profile	Binded Copies	On request
2. Branded Stationery	Standardized Electronic Templates	On request
3. Business Cards	Supply and Deliver	On request
4. Purchase Order Books	Supply and Deliver	On request
5. Cheque Requisition Books	Supply and Deliver	On request

<b>Advertising</b>		
1. Media Purchasing	Outside Broadcasting	On request
	Newspaper Placement	On request
2. Newspaper Job Placement	Advert in careers' section	On request
<b>Promotional Material</b>		
1. Retractable Banners	Supply and Deliver	On request
2. Teardrop Banners	Supply and Deliver	On request
3. Wall Banners	Supply and Deliver	On request
<b>Online Interactive Products / Hybrid Products</b>		
1. Photography	Digital Copies	On request
2. Videography	Digital Copies	On request
3. Audio Visual Production	Hired Services	On request
4. Online Interactive Products	Digital Copies	On request
5. Livestreaming	Hired Services	On request

12.3.5 The full specification is entailed in the attached SBD 3.3 Pricing Schedule.

## 13 COMPETENCY REQUIREMENTS

- 13.1 The bidders must have an in-house printing facility.
- 13.2 The bidders must show evidence of having appropriate human resources to meet the media and printing requirements. Appropriate human resources must include:
  - 13.2.1 Project and Production Manager
  - 13.2.2 Copy Editor
  - 13.2.3 Graphic Designer
  - 13.2.4 An expert in photography and
  - 13.2.5 An expert with audio visual capabilities.
- 13.3 The bidder is preferred to be in East London for easy access and quick response.

## 14 SPECIAL CONDITIONS OF CONTRACT

14.1 Project Implementation	<ul style="list-style-type: none"> <li>a. The successful service provider should develop a Project Plan that comprises a delivery roadmap and timeframes from the time they receive the service request.</li> <li>b. Project Plan will be used to track service request progress.</li> </ul>
14.2 Requisition of services	<ul style="list-style-type: none"> <li>a. ECSECC Project Leader will request the services in writing by submitting the specification and/or detailed service requirements to the service provider.</li> <li>b. The service provider Project and Product Manager shall respond with a quotation to which ECSECC will respond to by issuing the authorized purchase order to show ECSECC Project Leader's acceptance of quotation.</li> </ul>
14.3 Delivery	<ul style="list-style-type: none"> <li>a. The primary delivery address for the required products and services is ECSECC offices at No.12 Gloucester Road, Vincent, East London</li> <li>b. There will be instances where delivery addresses will be different, however, it will be within the borders of Eastern Cape.</li> <li>c. The service provider may be required to travel in the Eastern Cape Province to take photos or generate audio visual material for publications and/or other media products.</li> </ul>
14.4 Invoices	<ul style="list-style-type: none"> <li>a. The service provider shall issue an invoice after the product and/or service is delivered and accepted by ECSECC.</li> <li>b. The invoice must bear the full description of product delivered and/or service rendered with the agreed price, their quotation reference and ECSECC purchase order number for ease of reconciliation.</li> <li>c. The invoice must be accompanied by all relevant documentation where applicable.</li> </ul>
14.5 Payment	<ul style="list-style-type: none"> <li>a. The payment of invoices shall be made within thirty (30) days of the date on which the invoice and all supporting documentation is received.</li> <li>b. Payment will be processed by EFT to the service provider's bank account as recorded in the CSD and the SLA.</li> </ul>
14.6 Breach of Contract	<ul style="list-style-type: none"> <li>a. Should the successful service provider fail to deliver on their obligations, ECSECC Project Management Team will escalate by reporting to the Line Manager.</li> <li>b. Should a. above fail, the dispute shall be escalated by reporting to the Senior Manager.</li> <li>c. The service provider shall escalate their grievances by reporting to the ECSECC Chief Operations Officer.</li> <li>d. Should c. above fails, the successful service provider shall escalate their grievances to the ECSECC Chief Executive Officer.</li> </ul>

14.7 Prices	The prices charged on the invoices shall not exceed the prices quoted and committed in the purchase order, unless prior approval by ECSECC.
14.8 Tax compliancy	No contract shall be concluded with any bidder whose tax matters are not in order. The bidder must ensure that their tax matters are in order throughout the contract period.

## 15 PRICING MODEL

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

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

15.3 Bidders must indicate the price in all elements listed in the pricing schedule supported by their proposals (**no hidden costs/ unknown costs will be accepted**).

15.4 The SBD 3.3, Pricing Schedule supplied, must show the estimated cost for the full contract period, which is thirty-six months.

15.5 Detailed information may be tabled in the quotation.

## 16 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:

Pre-qualification Criteria (Gate 0)	Functionality Criteria (Gate 1)	Presentation (Gate 2)	Site Visit (Gate 3)	Price and Specific Goals (Gate 4)
Bidders must submit all documents as outlined in <b>(Table 1)</b> below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	Bidder(s) are required to achieve a minimum of <b>85</b> points out of 100 points to proceed to Gate 2.	Bidder(s) are required to achieve a minimum of <b>85</b> points out of 100 points to proceed to Gate 3.	Bidders are required to meet ALL requirements to proceed to Gate 4.	Bidders will be evaluated out of 100 points, as per <b>(Table 2)</b> , below.

## **16.1 Gate 0: Prequalification**

16.1.1 The bidders must return the documents listed in **Table 1 below**.

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

16.1.3 During this phase Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.

16.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

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

<b>Document that must be submitted</b>	<b>Non-submission may result in disqualification?</b>	
<b>1. SBD 1 -Invitation to Bid</b>	<b>YES</b>	Complete and sign the supplied pro forma document.
<b>2. Tax Clearance Certificate</b>	<b>YES</b>	a. ECSECC transacts with service providers that have a 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 order with SARS. c. ECSECC does not transact with service providers that have a non-compliant tax status.
<b>3. SBD 3.3 Pricing Schedule</b>	<b>YES</b>	Complete the supplied pro forma document.
<b>4. SBD 4 -Bidders' Disclosure</b>	<b>YES</b>	Complete and sign the supplied pro forma document.
<b>5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022</b>	<b>NO</b>	Complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on Specific Goals.
<b>6. SBD 7.2 -Contract Form</b>	<b>NO</b>	Complete and sign the supplied pro forma document.
<b>7. General Conditions of Contract (GCC)</b>	<b>YES</b>	Complete and sign the supplied pro forma document.
<b>8. Costed proposal showing how the scope of work will be accomplished</b>	<b>YES</b>	Non-submission will render bid non-responsive.

## 16.2 Gate1: Functionality Criteria

Bidders must score 85 per cent to proceed to Gate 2.

Criterion Element	Weight	Reference page for your response
<b>Understanding scope of work</b> a. The proposal must provide in detail as outlined in paragraph 9, including: <ul style="list-style-type: none"> <li>▪ The approach, methodology and appropriate resources for meeting the service requirements.</li> <li>▪ How these will assist ECSECC in meeting its design, production and printing needs.</li> </ul> b. Comprehensive proposal covering all requirements in a., above <b>(30 points)</b> c. Good and innovative proposal but lacking some minor requirements <b>(20 points)</b> d. Average and theoretical proposal demonstrating substantial lack in some areas <b>(10 points)</b> e. Unclear proposal or unresponsive to the requirements <b>(0 points)</b>	30	
<b>Relevant experience and expertise of firm</b> a. Proof of having an in-house printing facility with the types of printing equipment, technology, and processes the bidder uses <b>(10 points)</b> b. 10 years' experience in project management in media and communications <b>(10 points)</b> c. 10 years' experience in project management in publishing or printing service <b>(10 points)</b> d. Experience of less than 10 years in project management in media communications, and publishing or printing service <b>(0 points)</b> <b>[points based on submission of document providing overview of in-house facility, minimum of 3 reference letters from clients of similar services, both past and current clients]</b>	30	
<b>Visually attractive and innovative design, infographics and multi-media production</b> a. Graphic design capabilities <b>(5 points)</b> b. Informative and visually attractive infographics <b>(5 points)</b> c. Photography and audiovisual products <b>(5 points)</b> <b>[points based on submission of portfolio of evidence. Submission may be in physical form or electronic]</b>	15	
<b>Multi-skilled design and production team</b> a. Project and Production Manager must have a minimum of 10 years' proven experience in project management in media and communication <b>[5 points]</b> b. Project and Production Manager must have a minimum of 10 years' proven experience in project management in publishing or printing services <b>(5 points)</b> c. Copy Editor must have a minimum of 5 years' proven experience in copy editing and proof reading <b>(5 points)</b> d. Photographer must have a minimum of 5 years' experience in photography <b>(5 points)</b> e. Photographer must have a minimum of 5 years' experience in audio visual production <b>(5 points)</b> f. Graphic Designer must have a minimum of 5 years' proven experience in graphic design <b>(5 points)</b>	30	

<b>[points based on submission of CV and certified certificates]</b>		
<b>Location</b> a. Operating offices in East London <b>(15 points)</b> b. Operating offices within the borders of Eastern Cape <b>(10 points)</b> c. Operating offices outside of Eastern Cape <b>(5 points)</b> <b>[submit proof in the form of municipal utility bill or lease agreement, etc.]</b>	15	
<b>Total</b>	120	

### 16.3 Gate 2: Presentation

16.3.1 Bidders must score 85 per cent to proceed to Gate 3.

Criterion Element	Weight
<b>PowerPoint presentation outlining the following:</b> a. Company overview b. List of clients in the last 5 years and services rendered c. Value proposition in terms of addressing ECSECC media and printing requirements d. Ability to provide audio visual production, online interactive products and livestreaming [points allocated as follows: Comprehensive presentation covering all requirements <b>(30 points)</b> Good and innovative presentation but lacking some minor requirements <b>(20 points)</b> Average and theoretical presentation demonstrate substantial lack in some areas <b>(10 points)</b> Unclear presentation <b>(0 points)</b> ]	30

### 16.4 Gate 3: Site Visit

16.4.1 The bidders must tick (Yes) in all the requirements outlined below, to proceed to Gate 4

PRINTING FACILITY REQUIREMENTS	YES	NO	COMMENT
Is the printing facility an in-house facility			
Printing Equipment			



## **16.5 Gate 4: Price and Specific Goals**

16.5.1 In terms of regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), 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).

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

**Table 2: Price and Specific Goals Evaluation**

<b>Element</b>	<b>Weight</b>
Price	80
Specific Goals	20
Historically Disadvantaged Individuals (HDIs)	
- 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 borders of the Eastern Cape (3 points)	
<b>Total</b>	<b>100</b>

## **17 GENERAL CONDITIONS OF CONTRACT**

- 17.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 17.2 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which ECSECC is prepared to enter into a contract with the successful bidder(s).
- 17.3 The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

## **18 SERVICE LEVEL AGREEMENT**

- 18.1** Upon award, ECSECC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by ECSECC.

## **19 CONDITIONS OF THIS BID**

- 19.1 Bidders must ensure compliance on a paragraph-to-paragraph basis. Bids that are not completed in the manner prescribed may be considered incomplete and rejected.
- 19.2 ECSECC reserves the right to:
- 19.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 19.2.2 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).
- 19.2.3 Accept part of a bid rather than the whole bid.
- 19.2.4 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.

- 19.2.5 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.
- 19.2.6 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.
- 19.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 19.2.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 19.2.9 Not award the bid to the bidder whose financial statements are not in order.
- 19.2.10 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 effectively employ 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 or 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 the 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 the 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).