

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>ECS08/25/26</b>	
<b>SERVICES NEEDED</b>	<b>PROVIDE OFFICE ACCOMMODATION FOR A PERIOD OF FIVE (5) YEARS</b>	
<b>CLOSING DATE</b>	<b>27 MARCH 2026</b>	
<b>CLOSING TIME</b>	<b>15H00</b>	
<b>EVALUATION CRITERIA</b>	<b>90/10 PREFERENCE POINT SYSTEM 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>MRS NATASHA AUGUST</b> <a href="mailto:NATASHA.AUGUST@ECSECC.ORG">NATASHA.AUGUST@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	



## Table of Contents

Table of Contents .....	2
1 INTRODUCTION.....	4
2 PURPOSE .....	4
3 LEGISLATIVE FRAMEWORK OF THE BID.....	4
4 COMPULSORY BRIEFING SESSION.....	4
5 TIMELINE OF THE BID PROCESS.....	5
6 CONTACT AND COMMUNICATION .....	5
7 LATE BIDS .....	6
8 COUNTER CONDITIONS .....	6
9 SUBMISSION OF PROPOSALS .....	6
10 PRESENTATION/ DEMONSTRATION .....	7
11 DURATION OF CONTRACT .....	7
12 OBJECTIVES .....	7
13 DESIGN CRITERIA .....	7
14 SCOPE OF WORK.....	8
15 GENERAL REQUIREMENTS .....	15
16 ZONING RIGHTS .....	15
17 SPECIAL CONDITIONS OF CONTRACT .....	16
18 PRICING MODEL.....	17
19 EVALUATION AND SELECTION CRITERIA .....	18
20 GENERAL CONDITIONS OF CONTRACT .....	23
21 SERVICE LEVEL AGREEMENT .....	23
22 CONDITIONS OF THIS BID.....	23
23 PROTECTION OF PERSONAL INFORMATION .....	24
24 CONFLICT OF INTEREST, CORRUPTION AND FRAUD.....	25
25 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT.....	26
26 PREPARATION COSTS.....	26
27 INDEMNITY .....	26

28 PRECEDENCE ..... 26

29 LIMITATION OF LIABILITY ..... 26

30 TAX COMPLIANCE ..... 27

31 NATIONAL TREASURY ..... 27

32 GOVERNING LAW ..... 27

33 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER’S PERSONNEL ..... 27

34 CONFIDENTIALITY ..... 27

35 PROPRIETARY INFORMATION ..... 28

# 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 in Vincent, East London and the current lease agreement is expiring at the end of July 2026.

It is against this background that ECSECC is soliciting a service provider for the provisioning of suitable office accommodation lease in vicinity of Vincent, Berea, Stirling, Nahoon and Beacon Bay in East London, for a period of five (5) years.

## 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 provisioning suitable office accommodation lease vicinity of Vincent, Berea, Stirling, Nahoon and Beacon Bay in East London, in Buffalo City Metropolitan Municipality for five (5) years.

## 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 Preferential Procurement Policy Framework Act (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 **120** 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	06 March 2026
Bid documents will be accessed from the ECSECC website; <a href="http://www.ecsecc.org">www.ecsecc.org</a>	06 March 2026
Questions relating to the bid from bidders	09 March 2026 To 20 March 2026
Bid closing date and time	27 March 2026 at 15H00
Notice to bidders: ECSECC will endeavour to inform bidders questions and answers that came out during the publication of the bid through ECSECC website <a href="http://www.ecsecc.org/tenders">www.ecsecc.org/tenders</a>	23 March 2026

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 rights 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 by writing and sending 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 the 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 sealed by way of spiral-bound separately for ease of reference during the evaluation process 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 ECS08/25/26**.

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

9.3.1 A proposal with all the required documentation to support your compliance claim.

9.3.2 Completed and signed SBD Forms supplied with this bid

9.4 Bids must be submitted **before or on 27 March 2026 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 virtually.

10.3 The appropriate medium of presentation shall be communicated before time.

## **11 DURATION OF CONTRACT**

11.1 The lease agreement will be concluded for a period of sixty (60) months, commencing 1 August 2026, with an option to renew or extend, at the sole discretion of ECSECC, for fifty-nine (59) months upon expiry of the lease.

11.2 The premises must be available at least three months prior to commencement of the lease agreement to allow ECSECC fit outs and installation.

## **12 OBJECTIVES**

12.1 ECSECC seeks to lease suitable office accommodation to be utilized as corporate office space and implementation of ECSECC's mandate.

12.2 The premises should be in vicinity of Vincent, Berea, Stirling, Nahoon and Beacon in the Buffalo City Municipality, within a radius of 1 kilometer of proximity to public transport.

12.3 The premises must be located within a radius of 1 kilometer to amenities, which are shops, restaurants and public transport.

## **13 DESIGN CRITERIA**

13.1 The following design criteria for the corporate office accommodation must be considered:

13.1.1 Tenant installation must be according to ECSECC requirements.

13.1.2 Industrial and warehouse typology buildings will not be considered.

13.1.3 The entire building must be air-conditioned and must comply with SANS

1125 (SABS 1125) room air conditioners.

13.1.4 Paved or tarred parking bays are required according to the Local Regulatory Authority.

13.1.5 Area for a stand-by generator to be provided. Emergency lighting/generator is required.

13.1.6 The building should be accessible by public transport in the East London area in the Eastern Cape.

## 14 SCOPE OF WORK

ECSECC invites prospective service providers for the provisioning of corporate office accommodation that meets the following requirements.

### 14.1 Building Requirements.

AREA	USEABLE AREA
EAST LONDON, BUFFALO CITY METROPOLITAN	<p><b>1. <u>RADIUS</u></b></p> <ul style="list-style-type: none"> <li>• ECSECC should be in vicinity of Vincent, Berea, Stirling, Nahoon and Beacon Bay East London, in Buffalo City Metropolitan Municipality in the Eastern Cape, within a <i>radius</i> of one kilometer (1km) in close proximity to amenities, which are shops, restaurants and public transport.</li> <li>• Areas of appropriate market standards (reticulation network infrastructure, water, roads, energy)</li> <li>• No decaying buildings in its vicinity</li> <li>• The vicinity of the office accommodation must be of good security access by VIP's (Provincial Executive Council).</li> </ul> <p><b>2. <u>BUILDING</u></b></p> <ul style="list-style-type: none"> <li>• Gross Lettable Area (GLA) of a minimum of 1575m<sup>2</sup>, variance of 5% below and above will be accepted</li> <li>• ECSECC requires a single and/or double story building.</li> <li>• The building should be a Grade A (preferably green rated) office space.</li> <li>• The multi-tenant occupancy scenario and sharing the building with other tenants is not permitted.</li> <li>• Building can be single or double story and at least the ground floor must be fully accessible to the physically challenged group.</li> <li>• The building must have at least two (2) entry and exit points.</li> <li>• The building must be serviced with municipal electricity, water, refuse removal, sewage, fire and other related services.</li> <li>• The building must comply with the National Building Regulations as proclaimed by the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993) as amended.</li> <li>• A minimum of one (1) toilet each for male and female on the ground floor, must be accessible and suitably sized for the physically challenged group with disability fixtures and must comply with - SANS 10400-S.</li> <li>• Each office or workspace must have at least a window that allows for natural light or ventilation.</li> <li>• Each office workspace must be air-conditioned such that the air temperature is able to be regulated for the individual office or workspace.</li> <li>• All windows must be in good working condition, be intact and able to close and open.</li> </ul>



	<ul style="list-style-type: none"> <li>• Building must allow for a minimum of two (2) boardrooms. <ul style="list-style-type: none"> <li>▪ One boardroom to accommodate for a seventy (70) seater and twelve (12) training chairs and fully fitted with air conditioners.</li> <li>▪ One boardroom to accommodate a minimum of twenty-five (25) seater and must have a wall suitable for the installation of a video wall with the measurements of the wall to fit audio-visual screens. The wall should be a height of two point six five (2.65) meters and length of five point sixteen (5.16) meters. The room must be fully fitted with air conditioners.</li> </ul> </li> <li>• Building must allow for three (3) mini meeting rooms to accommodate ten (10) seaters each per room. Each room must be fully fitted with air conditioners.</li> <li>• The land and building must comply with all the applicable laws and by-laws and at least the following specifications, law, or local authority requirements: <ul style="list-style-type: none"> <li>▪ The building must comply with the Occupational Health and Safety Act - 1093 (Act 85 of 1993) as amended.</li> <li>▪ Interior lighting - SABS 0114:1996.</li> <li>▪ The National Building Regulations and Building Standards Act - 1977 (Act 103 of 1977) as amended (SANS 0040).</li> <li>▪ The municipal by-laws and any special requirements of the local supply authority.</li> <li>▪ The local Fire Regulations of Buffalo City Municipality.</li> <li>▪ Electrical Certificate of Compliance.</li> <li>▪ Occupational Certificate from Municipal Council.</li> <li>▪ The bidder must also provide a compliance certificate that meets all the requirements of the National Building Regulations Act.</li> </ul> </li> </ul> <p><b><i>Copies of certified certificates proving compliance with the aforementioned regulations must be provided as part of bidder's proposal. Bidder's must be advised that ECSECC will assess the submitted evidence accordingly. Failure to submit either certificate of the necessary note or evidence will result in disqualification.</i></b></p> <ul style="list-style-type: none"> <li>• The building must have a fire suppression system throughout the entire building. <ul style="list-style-type: none"> <li>▪ Fire protection equipment to be installed and to comply with SANS101070-T.</li> <li>▪ Full Fire Maintenance Plan to be provided.</li> <li>▪ All fire equipment to be clearly marked.</li> <li>▪ All fire escape routes to be clearly marked.</li> </ul> </li> </ul> <p><b><i>All fire compliance certificates too be submitted with proposal.</i></b></p> <ul style="list-style-type: none"> <li>• Water supply and drainage for buildings must comply with water supply installations for buildings - SANS 10252-1 and all toilets provided for the physically challenged group must comply with - SANS 10400-S.</li> </ul> <p><b><u>3. PARKING</u></b></p> <ul style="list-style-type: none"> <li>• Minimum of fifty-five (55) parking bays with one (1) marked for the physically challenged groups.</li> <li>• Parking must be provided on the same erf/s as the building offered and must be safe, secure and access controlled.</li> </ul> <p><b><u>4. SECURITY</u></b></p> <ul style="list-style-type: none"> <li>• The perimeter of the property must be enclosed with a wall or palisade fence.</li> </ul>
--	---

	<ul style="list-style-type: none"> <li>• All gates, both for vehicles and pedestrians, must be remote controlled.</li> <li>• All gates must be monitored with CCTV.</li> <li>• All entrances to the building must be operated by an electronic card or fingerprint access control.</li> <li>• Ground floor windows must either be barred or have electronic security beams.</li> <li>• All entrances inside the building must have an alarm system which shall be linked to armed response via telephone and/or radio.</li> <li>• The alarm system must allow for the building to be partitioned into sectors, thus allowing staff to work in certain areas while the rest of the building is armed.</li> </ul> <p><b>5. <u>FIREPROOFING</u></b></p> <ul style="list-style-type: none"> <li>• The IT office, server rooms and storerooms must have walls, ceiling and doors with four hour (4-hour) fireproof materials.</li> </ul> <p><b>6. <u>POWER AND COMMUNICATION</u></b></p> <ul style="list-style-type: none"> <li>• The building must have a minimum of hundred and fifteen (115) power points to accommodate workspaces, conference rooms, kitchens, printing rooms and open spaces and minimum of hundred (100) RJ 45 (VOIP) points, three (3) RJ11 (analogue phones) points and all cables must be inserted behind the skirting and in the ceiling to the server rooms.</li> <li>• ECSECC will negotiate with the bidder as to the number of telephone lines that are to serve the building and the bidder shall make provisions for conduits, draw wires and telephone jacks.</li> <li>• Fiber infrastructure must be in place and capable of 500mbps broadband.</li> </ul> <p><b>7. <u>LIGHTING</u></b></p> <ul style="list-style-type: none"> <li>• Ceiling lights must be either fluorescent, LED or conventional down lighters.</li> <li>• The lux levels must meet the minimum requirement for office accommodation.</li> <li>• All interior lighting to be in compliance with - SANS 10114-1.</li> <li>• All light bulbs and light fittings must comply with - Energy Saving Regulations.</li> </ul> <p><b>8. <u>EMERGENCY POWER SUPPLY (GENERATOR &amp; SOLAR PANEL SYSTEM)</u></b></p> <ul style="list-style-type: none"> <li>• The building must have a securely fitted generator and solar panel system to ensure electricity and power back-up is catered for essential areas in the event of power outages and loadshedding, i.e. lights, power the server, alarm system, electrical plugs, printers etc.</li> <li>• The generator must have a 50kva capacity and also be an automatic generator.</li> <li>• All maintenance and repairs to the generator and solar panel system will be for the account of the bidder/lessor during the period of lease.</li> <li>• ECSECC will refund the cost for the diesel only.</li> </ul> <p><b>9. <u>FLOORS</u></b></p> <ul style="list-style-type: none"> <li>• All floors other than stairs, entrance, bathrooms and kitchens must be carpeted and comply with the ISO 10361 standard.</li> <li>• Floors on the stairs, entrance, bathrooms and kitchens must be tiled.</li> <li>• Toilet walls must be fully tiled, i.e. must be tiled from floor to ceiling.</li> <li>• The floors must be of acceptable standard and quality for at least ten (10) years.</li> </ul>
--	--

	<p><b>10. <u>LIFTS</u></b></p> <ul style="list-style-type: none"> <li>• Minimum of one (1) lift must be available for staff to access the office work area from ground floor for any building that has more than one (1) floor.</li> <li>• A 'Lift Condition Report' on the current condition of the lifts in the building must be submitted.</li> </ul> <p><b>11. <u>KITCHEN</u></b></p> <ul style="list-style-type: none"> <li>• Building must have a minimum of three (3) kitchens.</li> <li>• All kitchens must have maximum utilization of under counter and eye level space for storage cupboards.</li> <li>• All kitchens must have provision for a utility cupboard for cleaning material and cleaning equipment, i.e. vacuum cleaners etc.</li> <li>• All kitchens should be equipped with taps and sinks (hot and cold water) and ducted air extraction fan that vents to outside or open windows to outside.</li> <li>• All kitchens must have allowance to power at least for a microwave, dishwasher, refrigerator, kettle/urn, coffee machine, toaster etc.</li> <li>• All kitchens must have necessary plumbing and electric power.</li> </ul> <p><b>12. <u>AIR-CONDITIONING</u></b></p> <ul style="list-style-type: none"> <li>• The building must be fitted with suitable and effective Cassette Unit air-conditioning system, which offers sleek, efficient and powerful heating and cooling solutions.</li> <li>• The air-conditioner must cater for the respective work areas which operate independently.</li> <li>• The bidder must indicate the type of air-conditioning system fitted in the building.</li> <li>• The bidder will be responsible for the maintenance and repairs in respect of the air-conditioning system during the lease period.</li> <li>• Complaints in respect of reported air conditioning problems must be resolved within 5 working days after the initial report.</li> <li>• Complaints in respect of reported air conditioning problems logged must be responded to within 24 hours of being reported.</li> <li>• A maintenance plan needs to be provided.</li> <li>• The air-conditioners installed, should comply with - SANS 1125 (SABS 1125).</li> </ul> <p><b>13. <u>EMERGENCY WATER SUPPLY (WATER HARVESTING)</u></b></p> <ul style="list-style-type: none"> <li>• The bidder must provide at least a minimum of two (2) water tanks (2 x 15kl good quality plastic tanks with a pressure pump) that provide filtered water, as a water backup supply during office hours. The water tanks should be connected to the building to allow running water to all taps, i.e. kitchens, bathrooms and outside taps.</li> <li>• The pressure of water supply must be able to reach all floors.</li> <li>• Should water-shedding be implemented by local authorities, the water supply mentioned above should be sufficient to cover a period of two (2) days or more. Regular maintenance of all water related equipment is compulsory.</li> </ul> <p>All maintenance and repairs to the emergency water supply will be for the account of the bidder during the period of lease.</p> <p><b>14. <u>ELECTRICAL SUPPLY</u></b></p> <ul style="list-style-type: none"> <li>• The building must have a minimum of hundred and five (105) power points to accommodate workspaces, conference rooms, kitchens, printing rooms and open spaces and all cables must be inserted behind the skirting and in the ceiling to the server rooms.</li> </ul>
--	--

	<ul style="list-style-type: none"> <li>• The building must have adequate trunking and communication service shafts for network communication infrastructure.</li> <li>• The electrical supply to the building must cater for normal power.</li> <li>• Electrical circuits for socket outlets shall be secured by means of single phased earth leakage relays having a sensitivity of 25 mA.</li> <li>• The installation of all electrical components must comply with - SANS 10142-:2003, Occupational Health and Safety Act and Regulations and Local Electrical Supply Authority.</li> </ul> <p><b>15. <u>IT SERVER ROOM</u></b></p> <ul style="list-style-type: none"> <li>• The bidder will ensure that the server room is walled, and ceiling and doors with 4-hour fireproof materials. The server room is to be fitted with the following: <ul style="list-style-type: none"> <li>▪ Fire suppression system.</li> <li>▪ Access control (thumb-pad).</li> <li>▪ CCTV monitoring &amp; environmental control.</li> <li>▪ Air-conditioning (Dual).</li> <li>▪ UPS &amp; electrical wiring and three (3) 32A 3 pin industrial socket outlet.</li> <li>▪ Emergency exit control.</li> <li>▪ CAT6 cabling.</li> <li>▪ Fibre cabling.</li> <li>▪ Telecommunication fibre lines.</li> <li>▪ Minimum of ten (<b>10</b>) dedicated plugs for our equipment.</li> <li>▪ Fireproof door.</li> <li>▪ Solid concrete walls with robust cable management.</li> <li>▪ Water leak detection system.</li> <li>▪ Dedicated switch for twelve (12) dedicated plugs.</li> </ul> </li> </ul> <p><b>16. <u>INTERNET REQUIREMENTS</u></b></p> <ul style="list-style-type: none"> <li>• The building should be a fibre ready building with: <ul style="list-style-type: none"> <li>▪ With two hundred and fifty (250) Mbps (down-load and up-load speed)</li> <li>▪ Secondary backup fibre-line.</li> <li>▪ Minimum of five (5) x public IPs.</li> </ul> </li> </ul> <p><b>17. <u>SECURITY GUARDING</u></b></p> <ul style="list-style-type: none"> <li>• The bidder must provide a security guard station and a separate bathroom facility with toilet, wash hand basin, tap and clean flushing water for security guard/s to be utilized without accessing the main building.</li> </ul> <p><b><u>AVAILABILITY:</u></b></p> <ul style="list-style-type: none"> <li>• The premises must be available for beneficial occupation within two (<b>2</b>) months from receipt of the letter of award, allowing ECSECC fit outs and installation.</li> <li>• In the case where the building is not ready on the date stated above, the bidder will be liable for rental whereby ECSECC is still in occupancy of another building.</li> </ul>
--	--

## 14.2 Other Requirements

<b>MATERIAL FINISHES AND</b>	All walls and ceilings, whether painted or finished otherwise, should be a neutral colour.
<b>ROOM AREA AND PARTITIONS</b>	<ul style="list-style-type: none"> <li>All walls and partitioned walls shall have a noise reduction factor of not more than eight-five (85) decibels.</li> <li>The bidder will need to facilitate the testing of this during the site inspection.</li> </ul>
<b>FLOOR TO CEILING HEIGHTS</b>	<ul style="list-style-type: none"> <li>A clear floor to ceiling height shall be maintained in all general areas of the building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars.</li> <li>Conduits. Water, pipes, airducts and other services shall not be visible underneath the ceiling in offices and public areas.</li> </ul>
<b>DOORS, LOCKS AND KEYS</b>	<ul style="list-style-type: none"> <li>All offices shall be provided with a door of at least eight hundred and thirteen millimeters (813mm). Each fitted with a good quality five (5) pin cylinder with two (2) keys fitting one (1) lock only. The keys will be handed over to ECSECC's Office Manager upon occupation of the building.</li> <li>Two (2) master keys which can unlock the locks of all offices shall also be provided.</li> </ul>
<b>FLOOR COVERING</b>	Floor covering must be safe, durable, and cleanable.
<b>LIGHTING</b>	<ul style="list-style-type: none"> <li>Each office must be provided with its own light switch in a suitable position near the door.</li> <li>Ceiling lights must either be fluorescent, LED or conventional down lighters, providing that lux levels meet the minimum requirements of the corporate office accommodation.</li> <li>Exterior lights must automatically switch on in the evenings.</li> </ul>
<b>TELECOMMUNICATION</b>	<ul style="list-style-type: none"> <li>Each office, conference room and kitchen must be fitted with the necessary telephone jacks, i.e. CAT5/6.</li> <li>The building must be provided with RJ45 (voice for IP phones) connectors and analogue connectors for chosen areas.</li> </ul>
<b>TRUNKING</b>	The trunking servicing the building must conform to the latest technological standards.
<b>APPEARANCE/LAYOUT</b>	<ul style="list-style-type: none"> <li>The external and internal appearance of the building must be "aesthetically corporate".</li> <li>Bidder must provide a 3D visual floor plan depicting workable space of the layout of the building.</li> <li>The floor layout must indicate the sizes of each required/stated area.</li> <li>The floor plan must be approved by ECSECC before commencement of work.</li> </ul>
<b>FLOOR LAYOUT REQUIRED</b>	<p>Gross Lettable Area (GLA) of a minimum of 1575m<sup>2</sup>, variance of 5% below and above will be accepted.</p> <ol style="list-style-type: none"> <li>Reception and entrance foyer.</li> <li>Boardrooms &amp; Meeting Rooms: <ul style="list-style-type: none"> <li><b>Boardroom 1</b> To accommodate an adjacent video wall with door for server and electronics and strong enough to hold eight (8), fifty-five (55) inch audio-visual screens.</li> <li>- To accommodate an Edu-board.</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>- To accommodate a twenty-five (25)-seater conference table with chairs.</li> </ul> <p><b>Boardroom 2</b></p> <ul style="list-style-type: none"> <li>- To accommodate a seventy (70)-seater conference table with chairs, twelve (12) training chairs and three tables.</li> <li>- To accommodate an Edu-board.</li> </ul> <p><b>Mini Meeting Rooms</b></p> <ul style="list-style-type: none"> <li>- Building must allow for three (3) mini meeting rooms to accommodate ten (10)-seaters per room.</li> </ul> <p>c. Server Room</p> <p>d. Archive Rooms</p> <p>e. Printer Rooms</p> <p>f. 3 x Kitchens</p> <p>g. Toilets:</p> <ul style="list-style-type: none"> <li>- 6x Female</li> <li>- 6 x Male</li> </ul> <p>h. Open plan “social/dinning’ area</p> <p>i. Store/filing Room</p> <p>j. Sick Bay</p> <p>k. Open plan offices that accommodate desks</p> <p>l. Offices for Programme Managers and Project Leaders:</p> <ul style="list-style-type: none"> <li>- 16 x Single offices</li> <li>- 16 x 2 in an office</li> <li>- 3 x 4 in an office</li> <li>- 1 x 6 in an office</li> </ul> <p>m. Entrance, stairs, corridors, ceilings, floors, power skirting, air conditioners, firefighting equipment, fire escape doors with signage &amp; walls.</p> <p>n. Parking areas.</p> <ul style="list-style-type: none"> <li>- Open area to accommodate hot-desks with protector screens.</li> </ul>
<b>SECURITY OF THE EXTRIOR BUILDING</b>	The external perimeter must be well illuminated at night.
<b>TOILETS</b>	<ul style="list-style-type: none"> <li>▪ There must be provision of male and female toilets in the building and be enough to cater for the number of people using the building.</li> <li>▪ All toilets must have hand washing basins, taps, hand soap dispensing facilities, mirrors, automatic touchless hand-paper dispensers and sanitary pack holders, etc.</li> <li>▪ All toilets must be clearly and adequately marked.</li> <li>▪ There must be one (1) toilet provided for security guards, and they must access it without entering the main building.</li> </ul>
<b>KITCHEN(S)</b>	<ul style="list-style-type: none"> <li>▪ There must be a provision of at least three (3) kitchens on each floor for any building that has more than one (1) floor, in which a sink with hot and cold water is supplied.</li> <li>▪ Sink must be housed in an appropriate floor mounted cabinet complete with matching wall mounted cabinet above. Cabinet tops must be fitted with at least thirty-two (32mm) millimeter composite board.</li> <li>▪ Kitchens must have ducted air extraction fans that vents to outside or open windows to outside.</li> </ul>
<b>SOUNDPROOFING</b>	<p>All boardrooms, meeting rooms, the Chief Executive Office, all Programme Managers Offices, should have soundproofing.-</p> <ul style="list-style-type: none"> <li>▪ These should have a noise reduction factor of less than eight-five (85) decibels.</li> <li>▪ The bidder will need to facilitate the testing of this during the site inspection.</li> </ul>

## **15 GENERAL REQUIREMENTS**

- 15.1 The bidder must allow for the corporate image of ECSECC to be enhanced and clearly visible from the front of the street.
- 15.2 The bidder is required to grant ECECC an opportunity to effect installations to the building prior to the occupational date and is required to confirm in their proposal whether a tenant installation allowance will be made available for ECSECC to affect the installations.
- 15.3 The bidder is required to advise ECSECC without delay if the availability status of the property changes.
- 15.4 The corporate office accommodation must provide adequate access for the physically challenged group and a safe and secure ramp and rails for wheelchairs.
- 15.5 All entrance and exit doors must be aluminum framed with tinted glass.
- 15.6 The land and building must be safe, secure and have a tranquil environment that does not present a security risk to ECSECC staff who work after hours.

## **16 ZONING RIGHTS**

- 16.1 All site related issues like zoning rights, servitudes, environment, heritage, municipal requirements and other related statutory requirements must be cleared or must be in order.
- 16.2 The bidder must have corporate business zoning rights approved by the municipality and written confirmation that commercial zoning rights are already pre-approved by the municipality for the proposed property.



## 17 SPECIAL CONDITIONS OF CONTRACT

<b>General Responsibilities</b>	a. The bidder will be responsible for the cost of alterations necessary to adapt the accommodation offered to the specific needs in accordance with the norm document and/or specified and minimum requirements.
<b>Problems Identification and Reporting</b>	a. The bidder shall be proactive in reporting to ECSECC, any matter which it may become aware of, which may impact on the business continuity or operations of ECSECC. Without detracting from the generality of this statement, the bidder shall: <ul style="list-style-type: none"> <li>i. Without delay, inform ECSECC Project Leader of all incidents or accidents which may occur at the relevant building which involve demolitions or the building,</li> <li>ii. Cooperate fully with ECSECC through its Project Leader in analysing and investigating such incidents or accidents.</li> </ul>
<b>Other Service Providers</b>	The bidder acknowledges that it may be required to provide the services in conjunction with third party service providers and shall, where requested by ECSECC, cooperate fully with such persons.
<b>Regulations and Statutes</b>	The bidder shall, in the provision of the services, observe and comply with all relevant provisions of all applicable legislation and regulations.
<b>Hazardous Materials</b>	The bidder will be liable for any expenses that may be incurred by ECSECC as a result of damage to property and injury to personnel as a result of poor-quality products.
<b>Fire Risks</b>	The bidder shall ensure that their personnel report to ECSECC immediately, any matter that their personnel believe to constitute a fire risk. The bidder must take such remedial action as may be necessary.
<b>Lease Agreement</b>	The bidder may, from time to time, agree in writing to additional quality requirements, whether engaged in a service contract or when repair is required out of guarantee without maintenance contract option, and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a lease agreement if required and signed by both parties.
<b>Performance Measurement Provisions</b>	<p>Compliance</p> <p>For the purposes of the contract, compliance by the bidder with stipulated responsibilities and service standards will be determined:</p> <ul style="list-style-type: none"> <li>a. With reference to reports provided by the bidder</li> <li>b. With reference to reports or complaints received from third parties</li> <li>c. By means of ECSECC satisfaction surveys</li> <li>d. By means of service reviews, inspections or any audit carried out by or on behalf of ECSECC</li> </ul> <p><u>Records</u></p> <ul style="list-style-type: none"> <li>a. The bidder shall at all times keep full and accurate records of all services provided in terms of the contract and shall retain such records for the currency of the contract.</li> </ul>



	<p>b. Upon termination of the contract, such records must be provided to ECSECC upon request.</p> <p><u>Measurement of Performance</u></p> <p>a. ECSECC Project Leader shall carry out periodic checks, at the intervals which will be determined by ECSECC, with the purpose of which shall be to determine whether the bidder is providing the services or leasing the property according to the terms and conditions of the contract.</p> <p>b. All service complaints, deviations, non-conforming services and suggestions that are reported to the bidder by ECSECC or its Project Leader or any party shall be given proper and speedy consideration by the bidder. The bidder shall investigate such complaints, deviations and non-conforming services in accordance with procedures approved by ECSECC.</p>
<b>Sub-Landlords</b>	<p>a. The bidder may only sub-contract its obligations under the contract with the prior consent of ECSECC and then only to a person and to the extent approved by ECSECC and upon such terms and conditions as ECSECC require.</p> <p>b. It is recorded that where such a consent is given the bidder shall remain liable to ECSECC for the performance of the services.</p>

## 18 PRICING MODEL

18.1 The pricing must include all costs of leasing the office accommodation to ECSECC.

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

18.3 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).

18.4 The Pricing Schedule supplied must show the estimated cost for the full contract lease period.

18.5 The Pricing Schedule supplied must show the estimated cost for the full contract lease period.

## 19 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:

<b>Gate 0:</b> Pre-qualification	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.
<b>Gate 1:</b> <b>Mandatory Requirements</b>	These are the minimum requirements that the bidders must meet to proceed to Gate 2. A bidder that fails to meet these mandatory requirements will be disqualified from further evaluation.
<b>Gate 2:</b> <b>Functionality Criteria</b>	Bidder(s) are required to achieve a minimum of <b>80</b> points to proceed to Gate 3
<b>Gate 3:</b> <b>Site Visit</b>	Compulsory site inspection of the building will be conducted only for those bidders who have scored a minimum of <b>80</b> points in Gate 2. Bidder(s) are required to achieve a minimum of 80 points to proceed to Gate 4.
<b>Gate 4:</b> <b>Price and Specific Goals</b>	Bidders will be evaluated out of 100 points, in terms of regulation 4 of the Preferential Procurement Regulations, 2022 in accordance with 80/20 or 90/10 preference point system.

### 19.1 **Gate 0: Prequalification**

- 19.1.1 The bidders must return the documents listed in **Table 1 below**.
- 19.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.
- 19.1.3 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.
- 19.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

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

Document that must be submitted Non-submission may result in disqualification?		
1. SBD 1 -Invitation to Bid	YES	Complete and sign the supplied pro forma document.
2. Tax Clearance Certificate	YES	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.
3. SBD 3.3 Pricing Schedule	YES	Complete the supplied pro forma document.
4. SBD 4 -Bidders' Disclosure	YES	Complete and sign the supplied pro forma document.
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	NO	Complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on Specific Goals.
6. SBD 7.2 -Contract Form	NO	Complete and sign the supplied pro forma document. This will be followed up at award stage.
7. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document.
8. Proposal showing how the scope of work will be accomplished	YES	Non-submission will render bid non-responsive.

## 19.2 Gate1: Mandatory Requirements

Bidders must meet all these below stated requirements to proceed to Gate 2. A bidder that fails to meet the below mandatory requirements will be disqualified from further evaluation.

MANDATORY REQUIREMENTS	COMPLIANT YES/NO	MAKE REFERENCE TO ACTUAL DOCUMENT SUBMITTED AS PROOF
<b>1. Proposed Office Premises Location</b> The building is in the vicinity of Vincent, Berea, Stirling, Nahoon and Beacon Bay in East London in the Buffalo City Metropolitan Municipality, Eastern Cape. <b>[submit GPS coordinates and physical address]</b>		
The building is located within a radius of 1 kilometer of proximity of public transport. <b>[state the radius of proximity of public transport alongside each type]</b>		
The building is zoned as a commercial business approved by the municipality. <b>[submit verifiable planning certificate from</b>		

<b>local municipality confirming approval commercial zoning]</b>		
The building is serviced with municipal electricity, water, fire, sanitation and refuse removal services. <b>[submit proof from the municipality (municipal clearance)]</b>		
<b>2. Property Ownership</b> Bidder is the owner of the property proposed for lease. <b>[submit certified copy of the Title Deed, if owner is bidding OR signed deed of sale agreement by both the buyer and seller OR if acting on behalf of the owner, attach both Title Deed and the power of attorney]</b>		
<b>3. Property Size</b> The GLA of the proposed building minimum of 1575m <sup>2</sup> , variance of 5% below and above will be accepted. <b>[support with submitting area certificate confirming the GLA and the floor plan layout]</b>		
<b>4. Parking Space</b> The building premises have a minimum of fifty-five (55) parking bays. <b>[state precisely the number of bays offered]</b>		
<b>5. Availability of Premises for Occupation</b> The building will be available for occupation within two (2) months from receipt of the letter of award. <b>[the bidder must also state the earliest possible time the building will be available for occupation]</b>		
<b>6. Compliance Requirement</b> Attach property prospectus which must highlight: a. schematic drawings/ design concepts plans b. Stand/ERF number <b>[submit the floor plan layout and compliance of building laws]</b>		
<b>7. Minimum Grade A building is acceptable</b> <b>[submit proof of South African Property Owner's Association (SAPOA) membership]</b>		

### 19.3 Gate2: Functionality Criteria

Bidders must score 80 points to proceed to Gate 2.

Criterion Element	Weight	Reference page for your response
<b>Project Methodology/Development Implementation Plan</b> a. The bidder must provide a detailed plan depicting how requirements will be met and delivered including: <ul style="list-style-type: none"> <li>▪ The required building showing how workspace will be allocated as per the floor layout requirements</li> <li>▪ Delivery timelines, processes and workflows</li> <li>▪ List of current and former clients whom the bidder has provided similar services to</li> <li>▪ How will the bidder deal with crisis management ensuring ECSECC's business continuity</li> </ul> [comprehensive proposal covering all requirements above <b>(40 points)</b> good and innovative proposal lacking some minor requirements <b>(30 points)</b> average and theoretical proposal demonstrating substantial lack in some requirements <b>(20 points)</b> unclear proposal or irresponsible to the requirements <b>(0 points)</b> <b>[points will be based on submission of the proposal]</b>	40	
<b>Management and maintenance of the building</b> a. Maintenance plan, both routine and reactive, pertaining to the following requirements: <ul style="list-style-type: none"> <li>▪ Airconditioning</li> <li>▪ Fire suppression system</li> <li>▪ Generator</li> <li>▪ Water tanks</li> <li>▪ Cleaning and gardening maintenance</li> <li>▪ Lifts, if applicable to proposed building</li> <li>▪ Electricity</li> <li>▪ Plumbing</li> </ul> [comprehensive proposal covering all requirements above <b>(40 points)</b> good and innovative proposal lacking some minor requirements <b>(30 points)</b> average and theoretical proposal demonstrating substantial lack in some requirements <b>(20 points)</b> unclear proposal or irresponsible to the requirements <b>(0 points)</b> <b>[points will be based on submission of the proposal]</b>	40	
<b>Relevant skills, experience and office accommodation leasing industry exposure</b> a. Above 10 years' experience in providing office accommodation leasing services <b>(20 points)</b> b. More than 5 but less than 10 years' relevant experience in providing office accommodation leasing services <b>(15 points)</b> c. Less than 10 years' relevant experience in providing office accommodation leasing services <b>(0 points)</b> <b>[points based on submission of a minimum of three recent signed reference letters or testimonials from clients indicating their satisfaction levels of the service provided by the bidder. Such letters should indicate the services rendered, total square metres and total lease period.]</b>	20	
<b>Total</b>	100	

#### 19.4 **Gate 3: Site Visit Evaluation Criteria**

Bidders must score a minimum of **80** points in order to proceed to Gate 4

<b>BUILDING PREMISES</b>	<b>WEIGHT</b>	<b>COMMENT</b>
1. Physical access	5	
2. Property boundaries and surroundings	5	
3. Office grading	5	
4. Pedestrian walkways	5	
5. Proximity to public transport	5	
6. Proximity to amenities i.e. shops & restaurants	5	
7. General state of the facility -internal	5	
8. General state of the facility -external	5	
<b>[each element listed above will be individually evaluated on the sliding as follows:</b> 5 -excellent: meets and exceeds functionality requirements 3 -good: satisfactory compliance with requirements 1 -average: lacking substantial requirements		

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

19.5.1 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 or 90 points) and
- Specific Goals (maximum 20 or 10points).

19.5.2 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>	<b>Weight</b>
Price	80	90
Specific Goals	20	10
Historically Disadvantaged Individuals (HDIs)		
- Enterprises with ownership of 51% or more by person(s) who are black persons <b>(5 points)</b>		
- Enterprises with ownership of 51% or more by person(s) who are women <b>(5 points)</b>		
- Enterprises with ownership of 51% or more by person(s) who are youth <b>(5 points)</b>		
- Enterprises with ownership of 51% or more by person(s) with disability <b>(2 points)</b>		
- Enterprises located and/or operating within the borders of the Buffalo City Metro Municipality. <b>(3 points)</b>		
<b>Total</b>	<b>100</b>	<b>100</b>

## 20 GENERAL CONDITIONS OF CONTRACT

- 20.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 20.2 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).
- 20.3 The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

## 21 SERVICE LEVEL AGREEMENT

- 21.1 Upon award,
- 21.1.1 ECSECC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by ECSECC.
- 21.1.2 The landlord will conclude a lease agreement that will be signed by ECSECC and the landlord.

## 22 CONDITIONS OF THIS BID

- 22.1 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.
- 22.2 ECSECC reserves the right to:
- 22.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 22.2.2 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).
- 22.2.3 Accept part of a bid rather than the whole bid.
- 22.2.4 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.
- 22.2.5 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.

22.2.6 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.

22.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.

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

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

22.2.10 Award to multiple bidders to spread the risk.

## **23 PROTECTION OF PERSONAL INFORMATION**

23.1 ECSECC will collect and process personal information about the bidder that is necessary for the purposes of evaluating the bid and awarding the contract only. Personal information will be collected and processed in accordance with the Protection of Personal Information Act, 2013 (POPIA).

23.2 ECSECC will take all reasonable steps to protect the personal information of the bidder from unauthorized access, use, disclosure, alteration, or destruction. Personal information will be stored in a secure location and access to it will be restricted to authorized personnel.

23.3 The bidder has the right to access their personal information and to request that it be corrected or deleted. The bidder has the right to lodge a complaint with the Information Regulator if they believe that their personal information has been mishandled.



## **24 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 24.1 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”.
- 24.1.1 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;
- 24.1.2 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;
- 24.1.3 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;
- 24.1.4 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;
- 24.1.5 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;
- 24.1.6 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;
- 24.1.7 Has in the past engaged in any matter referred to above; or
- 24.1.8 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.

## **25 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

25.1 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.

25.2 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.

## **26 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.

## **27 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.

## **28 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.

## **29 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.

### **30 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.

### **31 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.

### **32 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.

### **33 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.

### **34 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.

### **35 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).