

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

REFERENCE NUMBER	ECS06/24/25	
SERVICES NEEDED	PROVIDE OFFICE ACCOMMODATION FOR PERIOD OF 5 YEARS	
CLOSING DATE CLOSING TIME	24 MARCH 2025 15H00	
EVALUATION CRITERIA	EITHER 90/10 PREFERENCE POINT SYSTEM OR 80/20 PREFERENCE POINT SYSTEM	
BIDDING PROCEDURES ENQUIRIES MUST BE DIRECTED TO:	TECHNICAL RELATED ENQUIRIES MUST BE DIRECTED TO:	
MR MALWANDE NTONGANA TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM	MS NATASHA AUGUST NATASHA.AUGUST@ECSECC.ORG TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM	

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 is located in Vincent, East London and the current lease agreement is expiring at the end of July 2025.
- 1.3 It is against this background that ECSECC is soliciting a service provider for the provisioning of suitable office accommodation lease in Vincent, East London, for the period of five 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 of suitable office accommodation lease in Vincent, East London, 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 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

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	28 February 2025
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	28 February 2025
Questions relating to the bid from bidders	3 March 2025 to 14 March 2025
Bid closing date and time	24 March 2025 at 15H00
Notice to bidders: - ECSECC will endeavor to inform bidders of the progress of the bid through ECSECC website www.ecsecc.org/tenders	17 March 2025

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 and/or 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 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 the 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 and tenders.ecsecc@gmail.com quoting the reference of **the Bid Number ECS06/24/25**.

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

9.3.1 A proposal with all the required documentations 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 24 March 2025 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 2025, 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 one month prior 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 located in Vincent, East London in the Buffalo City Municipality, within a radius of 2 kilometres of proximity of public transport, which is taxis, buses and trains.
- 12.3 The premises must be located within a radius of 2 kilometres to amenities, which are shops and restaurants.

13 DESIGN CRITERIA

- 13.1 The following design criteria for the corporate office accommodation must be taken into account:
- 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. They will be divided into open and covered parking bays as per ECSECC structure and needs.
 - 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 to public transport in the East London area in the Eastern Cape.

14 SPECIFICATIONS

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

14.1 Building Requirements

REQUIREMENT	DETAILED SPECIFICATION
LOCATION	a. The building should be in the vicinity of Vincent, East London in the Buffalo City Municipality, Eastern Cape. b. The building must be within a radius of 2 kilometres of proximity of public transport, which is taxis, buses and trains.

BUILDING	a. Minimum Gross Lettable Area (GLA) of 1200m² , variance of 5% below and above will be accepted b. The premises may be single or double storey building and at minimum, the ground floor must be fully accessible to the physically challenged group. c. The multi-tenant occupancy scenario and/or sharing the building with other tenants is not permitted. d. The building must be no less than Grade A building e. The premises must have a minimum of two (2) access points for entry and exit. f. The building must be serviced with municipal electricity, water, refuse removal, sewage, fire and other related services. g. The land and buildings must comply with all the applicable laws and the by-laws. The land and building must comply, but not limited to, with the following specifications, laws and local authority requirements: (i) Occupational Health and Safety Act 1993, Act 85 of 1993, as amended. (ii) The National Building Regulations and Building Standards Act 1977, Act 103 of 1977, as amended. (iii) SABS 0114:1996 for interior lighting. (iv) The municipal by-laws and any special requirements of the local supply authority. (v) The local Fire Regulations of Buffalo city Municipality. (vi) Fire protection equipment must be installed in compliance with SANS101070-T (vii) Water supply and drainage for the building must be installed in compliance with SANS 10252-1 (viii) Electrical Certificate of Compliance h. A minimum of one (1) toilet each for male and female on the ground floor and they must be accessible and suitably sized for the physically challenged group with disability fixtures, and they must comply with SANS 10400-S. i. Each office or workspace must have a minimum of one (1) window that allows for natural light and ventilation. j. Each office or workspace must be air-conditioned such that air temperature is able to be regulated for the individual office or workspace. k. All windows must be in good working condition, must be intact and able to close and open.
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	l. The building must allow for a minimum of three (3) conference rooms fully fitted with air conditioners. m. There must be a wall suitable for the installation of a video wall which can fit audio visual screens in one of the conference rooms. The wall should be 2.65 metres height and 5.16 metres length. n. The building must have a fire suppression system throughout the entire building. (i) All fire equipment must be clearly marked. (ii) All fire escape routes must be clearly marked.
PARKING SPACE	a. The building must have a minimum of thirty (30) parking bays of which 70 per cent must be under cover and one (1) dedicated for the physically challenged group. b. Parking must be provided within the same building and must be safe, secure and access controlled.
SECURITY	a. The perimeter of the property must be enclosed with a wall or palisade fence. b. All gates, both for vehicles and pedestrians, must be lockable, automatic and remote controlled. c. All gates must be monitored with CCTV. d. All entrances to the building must be operated by an electronic card or fingerprint access control. e. Ground floor windows must be barred or have electronic security beams. f. All entrances into the building must have an alarm system which shall be linked to armed response via telephone and/or radio. g. The alarm system must allow for the building to be partitioned into sectors so to enable staff to work in certain areas while the rest of the building is armed.
FIREPROOFING	At minimum, the server room must have walls, ceilings and doors with four (4) hour fireproof materials.
POWER AND COMMUNICATION	a. The building must have: i. a minimum of 105 power points to accommodate workspaces, conference rooms, kitchens, and printing rooms. ii. A minimum of 61 telephone and PC/IT points. b. The cables must be inserted behind the skirting and in the ceiling to the server. c. Fiber infrastructure must be in place and capable of 500mbps broadband.

LIGHTING	a. Ceiling lights must be florescent or LED or conventional downlighters. b. The lux levels must meet the minimum requirements for office accommodation. c. All interior lighting must be in compliance with SANS 10114-1. d. All light bulbs and light fittings must comply with Energy Saving Regulations.
EMERGENCY POWER SUPPLY	a. The building must have a securely fitted generator and solar panel system to ensure power backup is catered for essential areas are functioning in the event of power outages and/or loadshedding. The essential areas include are lights, server room, backup, alarm system, electrical plugs, printers. b. The generator must be automatic and must have a capacity of 50KVA. c. The bidder will be responsible for the maintenance and repairs of the generator. d. ECSECC will be responsible for the generator fuel.
EMERGENCY WATER SUPPLY	a. The building must have a minimum of two (2) good quality plastic tanks with a capacity of 15kl as a water backup supply during office hours. b. The water tanks must be fitted with pressure pump(s) and must be able to supply water in the whole building in cases of water shedding. c. The bidder is responsible for the regular maintenance of all water related equipment and repairs during the lease period.
ELECTRICAL SUPPLY	a. The building must have: i. A minimum of 105 power points to accommodate workspaces, conference rooms, kitchens and printing rooms. ii. A minimum of 61 telephone and PC/IT points. b. All cables must be inserted behind the skirting and in the ceiling to the server room. c. The building must have adequate trunking and communication service shafts for network communication infrastructure. d. The electrical supply to the building must cater for normal power.

	e. Electrical circuits for socket outlets should be secured by means of single phased earth leakage relays having a sensitivity of 25mA. f. The installation of all electrical components must comply with i. SANS 10142-2003, ii. Occupational Health and Safety Act and Regulations, iii. Local Electrical Supply Authority.
FLOORS	a. All floors must be carpeted except for the stairs, entrance, bathrooms and kitchens. b. Carpets must comply with the ISO 10361 standard. c. All carpeted offices on the ground floor should have underfelt to prevent the cold from protruding. d. Floors on the stairs, entrance, bathrooms and kitchens must be tiled. e. Toilet walls must be fully tiled from floor to ceiling. f. The floors must be of an acceptable standard and quality for at least ten (10) years.
KITCHEN	a. The building must have a minimum of two (2) kitchens. b. All kitchens must have maximum utilization of under counter and eye level space for storage cupboards. c. All kitchens must have provision for a utility cupboard for cleaning material and cleaning equipment, such as vacuum cleaners. d. All kitchens must be equipped with hydro-boiler (hot and cold water) and ducted air extraction fans that vents to outside. e. All kitchens must have necessary plumbing and electric power. f. All kitchens must have allowance to power at least a microwave, dishwasher, refrigerator, kettle or urn, coffee machine, toaster and hydro-boiler.
AIRCONDITIONING	a. The building must be fitted with a suitable and effective cassette unit air-conditioning system which offers sleek, efficient and powerful heating and cooling solutions. b. The air conditioners must comply with SANS 1125 (SABS 1125) and must be fitted in each work area as zones which operate independently. c. The bidder must indicate the type of air-conditioning system fitted in the building.

	d. The bidder will be responsible for the maintenance and repairs of the air conditioning system during the lease period. e. Complaints in respect of reported air conditioning problems logged must be responded to within 24 hours of being reported. f. Complaints in respect of reported air conditioning problems must be resolved within 5 working days after the initial report.
SERVER ROOM	a. The server room's walls, ceiling and doors must be installed with a 4-hour fireproof material. b. The server room must be fitted with the following: i. Fire suppression system ii. Access control with thumb-pad iii. CCTV monitoring and environmental control iv. Airconditioning (dual) v. 3x Dedicated plugs for UPS vi. Emergency exit control vii. CAT6 cabling viii. Fibre cabling ix. Telecommunication fibre lines x. Minimum of 4 dedicated plugs for equipment xi. Fireproof door xii. Recommended server room flooring material i.e. raised flooring xiii. Water leak detection system xiv. Recommended server room flooring material xv. Dedicated switch for 12 dedicated plugs
INTERNET	The building must be a fibre-ready building with: a. Secondary backup fibre line b. A minimum of 5 public IPs
SECURITY GUARDING	a. There must be a guard hut at the main entrance gate with lighting and electricity installed. b. There must be provision of a separate bathroom facility with toilet, wash basin and clean flushing water for security guards to utilize without accessing the main building.
AVAILABILITY	a. The building must be available for occupancy within three (3) months from receipt of the letter of award. b. In the case where the building is not ready within 3 months of accepting the award, the bidder will be liable for rental whereby ECSECC is still in occupancy of another building.

14.2 Other Requirements

MATERIAL AND FINISHES	All walls and ceilings, whether painted or finished otherwise, should be a neutral colour.
ROOM AREA AND PARTITIONS	All walls and partitioned walls should have a noise reduction factor or not less than 45Db within a range of 100 to 100 hertz.
FLOOR TO CEILING HEIGHTS	a. A clear floor to ceiling height should 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 must be identified and the height specified as part of the accommodation particulars. b. Conduits, water, pipes, airducts and other services should not be visible underneath the ceiling in offices and public areas.
DOORS, LOCKS AND KEYS	a. All offices should be provided with a door of at least 813 millimeters and each fitted with good quality 5-pin cylinder with 2 keys fitting one lock and which shall be handed over to the ECSECC Office Manager upon occupation of the building. b. Two (2) master keys which can unlock the locks of all offices should be provided.
FLOOR COVERING	The floor covering must be safe, durable and cleanable.
LIGHTING	a. Each office must be provided with its own lights switch in a suitable position near the door. b. Ceiling lights can either be fluorescent, LED or conventional downlighters provided that lux levels meet the minimum requirements of the corporate office accommodation. c. Exterior lights should automatically switch on in the evenings.
TELECOMMUNICATION	a. Each office, conference room and kitchen must be fitted with the necessary telephone jacks, which is CAT5/6. b. The bidder shall make provisions for conduits, draw wires and telephone jacks. ECSECC will negotiate with the bidder as to the number of telephone lines that are to serve the building. c. The building should be provided with RJ45 for voice IP phones, connectors and analogue connectors for selected areas.

TRUNKING	The trunking servicing the building must conform to the latest technological standards.
FLOOR LAYOUT REQUIREMENTS	The floor layout must provide for the following: a. Reception b. 1x Conference room that can cater for a video wall, 14-seater conference table c. 1x Conference room that can cater for a 20-seater conference table d. 1x Conference room that can cater for an 8-seater conference table e. Server room f. Archive room g. Printer room h. Kitchens i. Open plan social/dining area j. Storeroom k. Offices l. Female toilets m. Male toilets
APPEARANCE/ LAYOUT	a. The external and internal appearance of the building must be “aesthetically corporate” b. The bidder must provide a general description of and 3D visual floor plan depicting workable space of the layout of the building and clear digital quality colour pictures of the following areas of the building: i. Entrance foyer and reception ii. Open plan office space areas iii. Closed office space areas iv. Corridors v. Conference rooms/ meeting rooms/ boardrooms vi. Kitchens vii. Toilets viii. Staircases ix. Ceilings x. Floors xi. Power skirting xii. Airconditioning units xiii. Firefighting equipment xiv. Fire escape doors and signage xv. Parking areas

SECURITY OF THE EXTERIOR BUILDING	The external perimeter must be well illuminated at night.
TOILETS	a. There must be provision for male and female toilets in the building sufficient to cater for the number of people using the building. b. Each toilet must have hand wash basins, taps hand soap dispensing facilities, mirrors, automatic touchless hand paper dispensers and sanitary pack holders. c. All toilets must be clearly and adequately marked. d. There must be one toilet provided for security guards, and they must access it without entering the main building.
LIFTS	If a building uses lift(s) for access in the workplace, the bidder must submit a "Lift Condition Report" on the current condition of the lift(s).
SOUNDPROOFING	All partitioned walls should be soundproofed.

15 GENERAL REQUIREMENTS

- 15.1 The bidder must provide 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 effect 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

14.1 General Responsibilities	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.
14.2 Problems Identification and Reporting	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: 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, ii. Cooperate fully with ECSECC through its Project Leader in analyzing and investigating such incidents or accidents.
14.3 Other Service Providers	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.
14.4 Regulations and Statutes	The bidder shall, in the provision of the services, observe and comply with all relevant provisions of all applicable legislation and regulations.
14.5 Hazardous Materials	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.
14.6 Fire Risks	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.
14.7 Lease Agreement	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.
14.8 Performance Measurement Provisions	Compliance For the purposes of the contract, compliance by the bidder with stipulated responsibilities and service standards will be determined: - With reference to reports provided by the bidder - With reference to reports or complaints received from third parties - By means of ECSECC satisfaction surveys - By means of service reviews, inspections or any audit carried out by or on behalf of ECSECC Records - 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. - Upon termination of the contract, such records must be provided to ECSECC upon request. Measurement of Performance - 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. - 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.
14.9 Sub-Landlords	- 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. - It is recorded that where such a consent is given the bidder shall remain liable to ECSECC for the performance of the services.

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 Detailed information may be tabled in the proposal.

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:

Gate 0: Pre-qualification	Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.
Gate 1: Mandatory Requirements	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.
Gate 2: Functionality Criteria	Bidder(s) are required to achieve a minimum of 80 points to proceed to Gate 3
Gate 3: Site Visit	Compulsory site inspection of the building will be conducted only for those bidders who have score a minimum of 80 points in Gate 2. Bidder(s) are required to achieve a minimum of 80 points to proceed to Gate 4.
Gate 4: Price and Specific Goals	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.
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
1. Proposed Office Premises Location The building is in the vicinity of Vincent, East London in the Buffalo City Municipality, Eastern Cape [submit GPS coordinates and physical address]		
The building is located within a radius of 2 kilometres of proximity of public transport, which is a. Taxis b. Buses c. trains [state the radius of proximity of public transport alongside each type stated above in i. ii. and iii]		
The building is zoned as a commercial business approved by the municipality [submit verifiable planning certificate from local municipality confirming approval commercial zoning]		
The building is serviced with municipal electricity, water, fire, sanitation and refuse removal services. [submit proof from the municipality (municipal clearance)]		
2. Property Ownership Bidder is the owner of the property proposed for lease. [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]		

3. Property Size The GLA of the proposed building 1200m ² , variance of 5% below and above [support with submitting area certificate confirming the GLA and the floor plan layout]		
4. Parking Space The building premises have a minimum of thirty (30) parking bays. 70% of parking bays are under cover. [state precisely the number of bays offered]		
5. Availability of Premises for Occupation The building will be available for occupation within three (3) months from receipt of the letter of award. [the bidder must also state the earliest possible time the building will be available for occupation]		
6. Compliance Requirement Attach property prospectus which must highlight: a. schematic drawings/ design concepts plans b. Stand/ERF number [submit the floor plan layout and compliance of building laws]		
7. Minimum Grade A building is acceptable [submit proof of South African Property Owner's Association (SAPOA) membership]		

19.3 Gate 2: Functionality Criteria

Bidders must meet a minimum score of 80 points to proceed to Gate 3.

Criterion Element	Weight
Project Methodology/Development Implementation Plan a. The bidder must provide a detailed plan depicting how requirements will be met and delivered including: ▪ The required building showing how workspace will be allocated as per the floor layout requirements ▪ Delivery timelines, processes and work flows ▪ List of current and former clients whom the bidder has provided similar services to ▪ How will the bidder deal with crisis management ensuring ECSECC's business continuity [comprehensive proposal covering all requirements above (40 points) good and innovative proposal lacking some minor requirements (30 points) average and theoretical proposal demonstrating substantial lack in some requirements (20 points) unclear proposal or irresponsible to the requirements (0 points)]	40
Management and maintenance of the building b. Maintenance plan, both routine and reactive, pertaining to the following requirements: ▪ Airconditioning ▪ Fire suppression system ▪ Generator ▪ Water tanks ▪ Cleaning and gardening maintenance ▪ Lifts, if applicable to proposed building ▪ Electricity ▪ Plumbing [comprehensive proposal covering all requirements above (40 points) good and innovative proposal lacking some minor requirements (30 points) average and theoretical proposal demonstrating substantial lack in some requirements (20 points) unclear proposal or irresponsible to the requirements (0 points)]	40
Relevant skills, experience and office accommodation leasing industry exposure a. Above 10 years' experience in providing office accommodation leasing services (20 points) b. 10 years' relevant experience in providing office accommodation leasing services (15 points) c. Less than 10 years' relevant experience in providing office accommodation leasing services (0 points) [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. The letters should be for contracts of a minimum value of R20 million and above.]	20
Total	100

19.4 **Gate 3: Site Visit**

The bidders must score a minimum of **80** percent to proceed to Gate 4

BUILDING PREMISES		WEIGHT	COMMENT
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. restaurants	5	
7	General state of the facility -internal	5	
8	General state of the facility -external	5	
[each element listed above will be individually evaluated on the sliding as follows: 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 or 90/10 preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 or 90points) and
- Specific Goals (maximum 20 or 10 points).

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

Element	Weight	Weight
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 (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 Buffalo City Metro Municipality (3 points)		
Total	100	100

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, the 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 the 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 a 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).