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INVITATION TO BID

| | | |
|---|--|---|
| REFERENCE NUMBER | ECS02R/25/26 | |
| SERVICES NEEDED | PROVISION OF SECURITY GUARDING SERVICES FOR A PERIOD OF THREE (3) YEARS | |
| CLOSING DATE | 07 APRIL 2026 | |
| CLOSING TIME | 15H00 | |
| EVALUATION CRITERIA | 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 | | MRS NATASHA AUGUST NATASHA.AUGUST@ECSECC.ORG TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM |

PROPOSAL SUBMITTED BY:

| | |
|------------------|--|
| NAME OF COMPANY | |
| PHYSICAL ADDRESS | |
| | |
| | |
| | |
| | |



Table of Contents

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

28 PRECEDENCE 20

29 LIMITATION OF LIABILITY 20

30 TAX COMPLIANCE 21

31 NATIONAL TREASURY 21

32 GOVERNING LAW 21

33 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER’S PERSONNEL 21

34 CONFIDENTIALITY 21

35 PROPRIETARY INFORMATION 22

1 INTRODUCTION

ECSECC is a Schedule 3C public entity reporting to the Office of the Premier (OTP) which was established as a multi-stakeholder Council to advise the provincial government on improving service delivery and to create a common platform for debate between the various development communities of the Eastern Cape.

ECSECC as a knowledge-based organization, seeks to generate, effectively manage, and disseminate information and knowledge. Its core vision is to reduce poverty in the Eastern Cape by means of providing policy advice through facilitation of multi-agency partnerships for execution of provincial priorities, strategic intelligence, and platforms for short- and long-term innovations.

ECSECC is located at 12 Gloucester Road, Vincent in East London in the Eastern Cape Province and is in the process of finding a new lease agreement. It has a staff complement of just fewer than a hundred (100) personnel. To safeguard its property, personnel, and assets, ECSECC requires a twenty-four (24) hour physical security guarding service for a period of three (3) years.

The appointed service provider would replace the existing security services and mitigate any risks such as theft, burglary, and vandalism.

The current setup includes:

- 24-hour physical security guards with radio linked control system.
- A guard hut on the premises.
- An alarm system connected to a radio control centre, supported by armed response from Red Alert Service Solutions.
- Perimeter walls, security cameras, and electronic beams (maintained by the landlord).

It is against this background that ECSECC is soliciting a service provider to provide security guarding services.

2 PURPOSE

The purpose of this document is to detail the scope of work, incorporating the tasks and responsibilities of the bidder required by ECSECC for providing security guarding services for thirty-six (36) months.

3 DEFINITIONS

- 3.1 **ECSECC** refers to Eastern Cape Socio Consultative Council
- 3.2 **Entrances and Exits** refers to the Main Gate and Second Gate
- 3.3 **Evening Shift** refers to time between 18H00 and 06H00
- 3.4 **Main Gate** refers to the entrance door accessed through Gloucester Road
- 3.5 **Normal working hours** refers to hours outside evening shift
- 3.6 **OTP** refers to the Office of the Premier in the Eastern Cape
- 3.7 **Pedestrian Gate** refers to the side gate used by visitors coming to ECSECC on foot, accessed through Gloucester Road
- 3.8 **PSIRA** refers to Private Security Industry Regulation Act
- 3.9 **Second Gate** refers to the entrance door accessed through Leicester Road
- 3.10 **Site Procedures Manual** refers to the set of procedures with regard to guarding service.
- 3.11 **SLA** means Service Level Agreement which is a contract that defines the level of service expected from the service provider
- 3.12 **Visitors' book** refers to a logbook which records information including date, name & surname, ID number, vehicle registration number, company from the visitor comes, reason for visiting, time in & out, signature of visitor.
- 3.13 **VAT** refers to Value Added Tax

4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

Bidders must be compliant when submitting a proposal to ECSECC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

4.2 Procurement Legislation

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.

4.3 Technical Legislation and/or Standards

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

5 COMPULSORY BRIEFING SESSION

- 5.1 There is no briefing session planned for this RFP.

6 TIMELINE OF THE BID PROCESS

6.1 The period of validity of this bid and the withdrawal of offers, after closing date and time is **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 | 13 March 2026 |
| Bid documents will be accessed from the ECSECC website; www.ecsecc.org | 13 March 2026 |
| Questions relating to the bid from bidders | 13 March 2026 To 30 March 2026 |
| Bid closing date and time | 07 April 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 www.ecsecc.org/tenders | 31 March 2026 |

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

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

6.4 The establishment of a time or date in this bid does not create an obligation on the part of ECSECC to take any action or create any rights in any way for any bidder to demand that any action be taken on the date established.

6.5 The bidder accepts that, if ECSECC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7 CONTACT AND COMMUNICATION

7.1 A nominated official of the bidder(s) can make enquiries in writing 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 by writing and sending them to the above email address.

7.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.

7.3 Any communication to an official or a person acting in an advisory capacity for ECSECC in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.

7.4 All communication between the bidder(s) and ECSECC must be done in writing.

7.5 Whilst all due care has been taken in connection with the preparation of this bid, ECSECC makes no representations or warranties that the content of the bid or any information communicated to or provided to 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.

7.6 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECSECC (other than minor clerical matters), the bidder(s) must promptly notify ECSECC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford ECSECC an opportunity to consider what corrective action is necessary (if any).

7.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECSECC will, if possible, be corrected and provided to all bidder(s) via ECSECC website, without attribution to the bidder(s) who provided the written notice.

7.8 All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

8 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

9 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions may result in the invalidation of such proposals.

10 SUPPLIER DUE DILIGENCE

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

11 SUBMISSION OF PROPOSALS

11.1 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.

11.2 Bids may be submitted either by:

11.2.1 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

11.2.2 Electronically by way of compressing the documents into a zip format OR an 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 ECS02R/25/26**.

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

11.3.1 A costed proposal must include the following information:

- a. Profile/description of the company.
- b. Primary business activity.
- c. Previous and current clients.
- d. Relevant proven experience.
- e. Show how the contract would be dealt with if ECSECC moves from its current premises.
- f. Management, shareholders, partners, directors including name, position, race and gender etc.

11.3.2 Completed and signed SBD Forms supplied with this bid.

11.3.3 Reference letter from your client.

11.3.4 Valid proof of your operating offices.

11.4 Bids must be submitted **before or on 07 April 2026 at 15H00**

12 PRESENTATION/DEMONSTRATION

ECSECC reserves the right to request presentations/demonstrations from the short-listed bidders as part of the bid process.

13 DURATION OF CONTRACT

The successful bidder shall be appointed for a period of three (3) years with an option to renew or extend at the sole discretion of ECSECC for an additional two (2) years.

14 SCOPE OF WORK

ECSECC invites prospective service providers to render security guarding services 24/7 at ECSECC offices.

- 14.1** ECSECC requires the deployment of at least one (1) Grade C security guard during the day and one (1) Grade C security guard at night to be deployed at 12 Gloucester and 4 Leicester Roads Vincent, East London.
- 14.2** The security guards are required to guard the premises of ECSECC daily for twenty-four (24) hours and conduct access control of all visitors to the premises.
- 14.3** The security guards are also required to conduct hourly surveillance of the premises at 12 Gloucester and 4 Leicester Roads Vincent, East London.
- 14.4** A visitor's logbook detailing the full name, contact information, identity number and reason for the visit to the property must be logged in the log-sheet with the accompanying signature of the visitor.
- 14.5** The security service should include control of all entries and exits and visual searches for incoming visitors other than the staff working at the building.
- 14.6** The security guards are expected to provide the first layer of security for ECSECC and must receive, monitor and register all visitors and staff driving vehicles or walking through.
- 14.7** Since they are the first layer of security, the security guard will be permitted to conduct random searches of any parcels and/or vehicles, if there is suspicion of any person's intention to commit a crime or if they receive a directive from management

14.8 Tasks the security guard is expected to do are as follows:

| Area | Tasks |
|--|---|
| Main Entrance Door | <ul style="list-style-type: none"> a. They must visually search visitors and register them in the visitor's logbook when they enter and leave the premises. b. The security guard shall perform his/her duties at ground floor level, at the front of the building, in the parking area and at any other places on the premises, as instructed by the Office Management. |
| Second Entrance Door | <ul style="list-style-type: none"> a. The security guard must cover this area by inspecting it regularly throughout the day. |
| Receiving of visitors & staff | <ul style="list-style-type: none"> a. The security guard must assist visitors upon their arrival at the building in an effective, polite and professional manner, registering their names, and directing them to the Reception. b. They must register all visitors coming to the building to pay a visit, irrespective of their identity, and record any electronic devices, i.e. laptops. c. The security guard must record entries and exits of staff after normal working hours in the staff logbook. |
| Watch and control | <ul style="list-style-type: none"> a. The security guards must conduct a three hundred and sixty (360) degree inspection of the building every evening between 18h00pm and 06h00am and notify the Office Manager of any open windows or doors. b. The security guard must receive daily newspapers and other correspondence brought to the building and check them for safety before handing them over to the Receptionist. c. The security guard must in no case allow entry into the building of such persons as salesmen, beggars, peddlers, etc. d. In case of an emergency (fire, theft, sabotage, attack, bombing alert, flood, etc.) the security guard must first assess the emergency, ensure maintenance of proof and evidence of crime, and immediately notify the Fire Department and or Police Department. e. The security guard must not allow any unauthorized parking in the parking bays of ECSECC. |

15 SPECIAL CONDITIONS OF CONTRACT

| | |
|--------------------------------|---|
| Personnel | <ul style="list-style-type: none"> a. The service provider shall be fully responsible for all work and services performed by its security guards and shall for these purposes employ qualified, competent and well-trained security guards to perform the services under the contract. b. The service provider should take all reasonable measures to ensure that security personnel conform to the highest standards of moral and ethical conduct. ECSECC may, at any time, request in writing, the withdrawal or replacement of any personnel assigned by its service provider to perform work or services under this contract. The service provider shall, at its own cost and expense, withdraw or replace such personnel forthwith. c. The service provider should ensure that ECSECC is informed timeously of any change in new security guards doing a shift. d. ECSECC shall not be liable for any action, omission, negligence or misconduct of the service provider's employees, or sub-contractors nor for any insurance cover which may be necessary or desirable for the purpose of this contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the contractor's employees, or subcontractors performing work or services in connection with this contract. |
| Service level standards | <ul style="list-style-type: none"> a. The security guard shall not become overly familiar, or act in an informal way with the staff and visitors for any reason whatsoever. The security guard shall not perform any other services for staff and visitors beyond those listed in this scope of work. b. The security guard should support the Office Manager with a variety of other functions pertaining to the implementation of a Security Plan and Security Directives in-line with the Procedures Manual of ECSECC. These will be provided to the appointed service provider. c. The services provided must ensure that their employees are paid and not be reliant on ECSECC invoices. d. For the performance of the security services herein, the guards will be given a remote control for the gate(s) of the building. e. The service provider will be required to familiarize itself with the ECSECC mandate and requirements. f. The successful bidder will be oriented to the site procedures manual of the organization, and all security guards will be expected to follow procedures and meet the standards as specified. |

| | |
|-------------------------------|---|
| | <p>g. The security guard shall immediately become acquainted with the staff working in the building. All other people shall be regarded as visitors.</p> <p>h. If for whatever reason ECSECC has to move offices during the contract period, the contract would be binding, in the fact that the services would need to move with ECSECC.</p> <p>i. There should be no interruption of the required service during weekdays, weekends, and public holidays.</p> <p>j. The visitors must be visually searched, but not in an intrusive way. This implies doing the job with courtesy and respect for the person.</p> |
| Watch and control duty | <p>a. This is undertaken at the place of assignment (main entrance) and aims to prevent parking of outsiders' cars and placement of foreign objects in the parking area and in front of the building.</p> |
| Payment | <p>a. The payment of invoices shall be made within thirty (30) days of the date on which the invoice and all supporting documentation is received.</p> <p>b. Payment will be processed by EFT to the successful service provider's bank account as recorded in the CSD and the SLA.</p> |
| Prices | <p>a. The prices charged on the invoices shall not exceed the prices quoted and committed in the purchase order, unless there is prior approval by ECSECC.</p> |
| Tax compliancy | <p>a. No contract shall be concluded with any bidder whose tax matters are not in order.</p> <p>b. The bidder must ensure that their tax matters are in order throughout the contract period.</p> |

16 EXPECTED DELIVERABLES

16.1 Security guarding services for three (3) years including:

16.1.1 Allocation of security guards at Grade C in accordance with PSIR Act 2001, 24 hours for seven (7) days a week at ECSECC offices.

16.1.2 The allocated security personnel must meet all the requirements as outlined in this Bid document.

17 COMPETENCY REQUIREMENTS

- 17.1** The security company must have a fully operational office in East London and not just a building. This would be needed for quick responses.
- 17.2** Company to be registered as a security service provider, in terms of the PSIRA 2001 (proof of valid certification).
- 17.3** The security guards must have valid accreditation with the PSIRA.
- 17.4** Security guards must have basic knowledge of English in reading, writing and speaking.
- 17.5** The security guards must have undergone training appropriate to their grade (Security Guard Grade C) and proof of valid certification.
- 17.6** The bidder must have evidence that the services required have been provided to other institutions (contactable reference letters from previous and current clients).
- 17.7** The bidder must have a management support structure of security experts for effective control and monitoring of the security guards, liaison with the organization and provision of a good security guarding and monitoring system.

18 PRICING MODEL

- 18.1** The rates should be compliant as regulated by Private Security Industry Regulation Act (PSIRA).
- 18.2** The pricing must include all costs that will ensure that all services will be provided to ECSECC.
- 18.3** Price must be in South African currency and must be inclusive of VAT.
- 18.4** Bidders must indicate the price in all elements listed in the pricing schedule supported by their proposals (**no hidden costs/ unknown costs will not be accepted**).

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:

| Pre-qualification Criteria (Gate 0) | Functionality Criteria (Gate 1) | Site Inspection Evaluation Criteria (Gate 2) | Price and Specific Goals (Gate 3) |
|--|--|---|--|
| Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1. | Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Site Inspection Evaluation Criteria). | Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 3 (Price and Specific Goals). | Bidder(s) will be evaluated out of 100 points, as per (Table 2) , below and Gate 3 will only apply to bidders who have met and exceeded the threshold of 80 points . |

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 4 -Bidders' Disclosure | YES | Complete and sign the supplied pro forma document. |
| 4. 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. |
| 5. SBD 7.2 -Contract Form | NO | Complete and sign the supplied pro forma document. This will be followed up at award stage. |
| 6. General Conditions of Contract (GCC) | YES | Complete and sign the supplied pro forma document. |
| 7. Costed proposal showing how the scope of work will be accomplished | YES | Proposal must show: a. How the scope of work requirements including functional requirements will be accomplished. b. Proof of meeting all competency requirements. Non-submission will render bid non-responsive. |

19.2 Gate1: Functionality Criteria

Bidders must score 80 points to proceed to Gate 2.

| Criterion Element | Weight | Reference page for your response |
|--|--------|----------------------------------|
| Understanding scope of work The proposal for the security guarding service must show: <ul style="list-style-type: none"> ▪ Profile/description of the company. ▪ Primary business activity. ▪ Previous and current clients. ▪ Relevant proven experience. ▪ How they will work with the existing alarm service provider. ▪ Show how the contract would be dealt with if ESCECC moves from its current premises. ▪ Management, shareholders, partners, directors including name, position, race and gender etc. b. Costed proposal covering all requirements in a., above (30 points) c. Good and innovative proposal but lacking some minor requirements (25 points) d. Average and theoretical proposal demonstrating substantial lack in some areas (15 points) e. Unclear proposal or unresponsive to the requirements (0 points) [points will be based on submission of the costed proposal] | 30 | |
| The company registered as a security service provider with PSIRA. a. Proof of valid registration certification submitted (10 points) b. Proof of valid registration certification not submitted (0 points) [points will be based valid certification of proof of company registered as a security service provider, in terms of the PSIRA 2001] | 10 | |
| All security guard's valid accreditation with PSIRA. a. Proof of valid accreditation submitted (20 points) b. Proof of valid accreditation not submitted (0 points) [points will be based on proof of all security guards' valid certificate from PSIRA] | 20 | |
| Relevant training of all the security guards. a. Proof of training submitted (20 points) b. Proof of training not submitted (0 points) [points will be based on proof of valid PSIRA Grade C certificate.] | 20 | |
| Relevant experience of the firm a. Above 10 years' experience (15 points) b. 5 - 10 years' experience (10 points) c. Less than 5 years' experience (5 points) [points will be based on submission of reference letter(s) from previous or current clients of similar projects.] | 15 | |
| Location a. Operational offices in Buffalo City Municipality (BCM) [submit proof in the form of municipal utility bill or lease agreement, etc.] | 5 | |
| Total | 100 | |

19.3 Gate 2: Site Inspection Evaluation Criteria

Bidders must score a minimum of 80 points in order to proceed to Gate 3

| Element | Weight |
|--|--------|
| Operational Office a. Is office operational ✓ An operational building for easy access to employees and contractors. (10 points) ✓ Be staffed (10 points) ✓ Operations/Contracts Manager (10 points) | 30 |
| Infrastructure a. Control room ✓ Equipment (Radio Contact Control) for interaction of guards. (15 points) ✓ Control operator (15 points) b. Vehicles [proof of company registration] (10 points) | 40 |
| Organizational Structure a. Organogram (10 points) b. Grade C Security Guards (must have an ID card) (10 points) c. Security Guards Uniforms and tools of work (10 points) | 30 |
| Total | 100 |

19.4 Gate 3: Price and Specific Goals

19.4.1 In terms of regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

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

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

Table 2: Price and Specific Goals Evaluation

| Element | Weight |
|---|--------|
| Price | 80 |
| Specific Goals | 20 |
| Historically Disadvantaged Individuals (HDIs) - Enterprises owned by at least 51% black people (5 points) - EME or QSE or any entity owned by at least 51% women (5 points) - EME or QSE or any entity owned by at least 51% youth (5 points) - EME or QSE or any entity with at least 51% ownership by people living with disability (2 points) - Enterprises located and/or operating within the borders of the Buffalo City Metro Municipality. (3 points) | |
| Total | 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, ECSECC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by ECSECC.

22 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 BIDDER'S DECLARATION

23.1 The bidders are required to confirm that they will:

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

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

23.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests,

23.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business,

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

23.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.

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

23.1.8 Ensure that any information acquired by the bidder(s) from ECSECC will not be used or disclosed unless the written consent of ECSECC has been obtained to do so.

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).