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INVITATION TO BID

REFERENCE NUMBER	ECS01R/25/26	
SERVICES NEEDED	PROVIDE SUBSCRIPTION FOR MICROSOFT OVS LICENSES FOR 3 YEARS	
CLOSING DATE CLOSING TIME	14 NOVEMBER 2025 15H00	
EVALUATION CRITERIA	80/20 PREFERENCE POINT SYSTEM	
BIDDING PROCEDURES ENQUIRIES MUST BE DIRECTED TO:	TECHNICAL RELATED ENQUIRIES MUST BE DIRECTED TO:	
Ms NELISA TETANI TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM	MR LITHEMBA NTLOKONKULU LITHEMBA.NTLOLOKONKULU@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 and a provincial hub for socio-economic research, knowledge and innovation to support decision making, policy formulation and planning towards the sustainable development of the province.
- 1.2 It is a multi-stakeholder centre of excellence in strategic foresight, social collaboration and innovative solution design.
- 1.3 ECSECC is also governed by the ECSECC Act, Act No. 5 of 2024 which came to effect on 1 April 2025.
- 1.4 ECSECC is located in East London in the Eastern Cape only and has a staff complement of just less than 100 personnel.

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 to provide subscription of Microsoft OVS Licenses.

3 LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

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

3.2 Procurement Legislation

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

3.3 Technical Legislation and/or Standards

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

4 COMPULSORY BRIEFING SESSION

4.1 There is no briefing session planned for this RFP.

5 TIMELINE OF THE BID PROCESS

5.1 The period of validity of this bid and the withdrawal of offers, after closing date and time is **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	24 October 2025
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	24 October 2025
Questions relating to the bid from bidders	24 October 2025 to 6 November 2025
Bid closing date and time	14 November 2025 at 15H00
Notice to bidders: - Where possible, ECSECC will endeavor to inform bidders of the progress of the bid, including sharing questions and answers, through ECSECC website www.ecsecc.org/tenders	7 November 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 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 **Nelisa Tetani** 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 in writing and send them to the above email address.

- 6.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.
- 6.3 Any communication to an official or a person acting in an advisory capacity for ECSECC in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 6.4 All communication between the bidder(s) and ECSECC must be done in writing.
- 6.5 Whilst all due care has been taken in connection with the preparation of this bid, ECSECC makes no representations or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current, or complete. ECSECC and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- 6.6 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECSECC (other than minor clerical matters), the bidder(s) must promptly notify ECSECC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford ECSECC an opportunity to consider what corrective action is necessary (if any).
- 6.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECSECC will, if possible, be corrected and provided to all bidder(s) via ECSECC website, without attribution to the bidder(s) who provided the written notice.
- 6.8 All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

7 LATE BIDS

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

8 COUNTER CONDITIONS

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

9 SUBMISSION OF PROPOSALS

9.1 Bid documents will only be considered if received by ECSECC before the closing date and time, regardless of the method used to send or deliver such documents to ECSECC.

9.2 Bids may be submitted either by:

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

OR

9.2.2 Electronically by way of compressing the documents into a zip format OR and email to send through a link pointing to your cloud account for the file access by email to tenders@ecsecc.org and tenders.ecsecc@gmail.com quoting the reference of the **Bid Number ECS01R/25/26**.

9.3 The bidders must submit, **before or on 14 November 2025 at 15H00**, the following:

9.3.1 Itemized quotation.

9.3.2 Proof of competency requirements.

9.3.3 All pre-qualification documents are fully populated and signed.

10 DURATION OF CONTRACT

The duration of this contract will be 3 years.

11 SCOPE OF WORK

11.1 ECSECC solicits prospective service providers to provide a new subscription for Microsoft Open Value Subscription for three years starting 1 December 2025 until 30 November 2028.

11.2 The service provider must ensure that Microsoft Data Store stays in South Africa.

11.3 The service provider must submit customer information to Microsoft; place orders and the distributor must help manage licenses and Software Assurance benefits.

- 11.4 The service provider must submit reports monthly which include tracking ongoing activities and addressing emerging issues, ad hoc reports to specific events or challenges that arise during the contract period.
- 11.5 The service provider must plan annual software costs through price protection, lower initial licensing costs with annual payments, access to all the latest software and cloud services like Microsoft 365 and streamlined purchasing and renewal processes.
- 11.6 Only SITA accredited and certified service providers are invited to bid.
- 11.7 The Microsoft Open Value Subscription must be provided in accordance with the specifications outlined below.

12 SPECIFICATIONS

12.1 On Cloud Subscription

Subscription	Start Date	Expiry Date	
Microsoft OVS Licenses	1 December 2025	30 November 2028	
Product Description	Part Number	Quantity Ordered	
1. Microsoft® Power BI Pro Open All Languages Subscription Open Value Level D 1 Month AP	DW6-00004	15	
2. Microsoft® O365 E3 Open All Languages Subscription Open Value Level D 1 Month Each Enterprise	Q5Y-00030	110	
3. Microsoft® Visio Professional All Languages License & Software Assurance Open Value Level D 1 Year AP	D87-03975	5	
4. Microsoft® Project P5 Open All Languages Subscription Open Value Level D 1 Month AP	7YC-00004	2	
5. Microsoft® Project Online Essentials Open All Languages Subscription Open Value Level D1 Month AP	3PP-00004	10	
6. Microsoft® M365 Apps Enterprise Open All Languages Subscription Open Value Level D 1 Month AP	Q7Y-00004	5	
7. Copilot for Microsoft 365		15	
8. Microsoft Teams Enterprise		110	

12.2 On-prem Subscription

Subscription	Start Date	Expiry Date	
Microsoft OVS Licenses	1 December 2025	30 November 2028	
Product Description	Part Number	Quantity Ordered	
1. Microsoft® SharePoint Enterprise CAL All Languages License & Software Assurance Open Value Level D 1 Year Additional Product User CAL	76N-03092	72	
2. Microsoft® SQL CAL All Languages License & Software Assurance Open Value Level D 1 Year AP User CAL	359-04630	4	
3. Microsoft® Exchange Server Standard All Languages License & Software Assurance Open Value Level D 1 Year AP	312-03719	2	
4. Microsoft® Win Server Standard Core All Languages License & Software Assurance Open Value 16 Licenses Level D 1 Year AP	9EM-00444	10	
5. Microsoft® System Center Standard Core All Languages License & Software Assurance Open Value 16 Licenses Level D 1 Year AP	9EN-00372	1	
6. Microsoft® SQL Server Standard All Languages License & Software Assurance Open Value Level D 1 Year AP	228-07279	2	
7. Microsoft® Core CAL All Languages License & Software Assurance Open Value Level D 1 Year Enterprise User CAL	W06-01141	87	
8. Microsoft® SharePoint Server All Languages License & Software Assurance Open Value Level D 1 Year Additional Product	76P-00739	1	

13 COMPETENCY REQUIREMENTS

13.1 The bidders must demonstrate that they have the following attributes or qualities:

13.1.1 Registration with the Microsoft Partner Network (MPN),

13.1.2 Suitable reseller program like the Cloud Solution Provider (CSP) program, and

13.1.3 Active Microsoft Partner Network ID (MPN ID).

13.2 The bidders must have proven experience in providing Microsoft OVS.

14 SPECIAL CONDITIONS OF CONTRACT

14.1 Payment	The payment of invoices shall be made within thirty (30) days of the date on which the invoice and all supporting documentation is received. Payment will be processed by EFT to the successful service provider's bank account as recorded in the CSD and the SLA.
14.2 Breach of Contract	a. Should the successful service provider fail to deliver on their obligations, ECSECC Project Management Team shall escalate by reporting to the Line Manager. b. Should a. above fails, the dispute can be escalated by reporting to the Branch Manager/ Company Chief Executive Officer. c. Should b. above fails, the successful service provider can escalate their grievances to the ECSECC Chief Executive Officer. Failing which "Settlement of Disputes" clause in the SLA will apply.
14.3 Prices	The prices charged on the invoices shall not exceed the prices quoted and committed in the purchase order, unless prior approval by ECSECC.
14.4 Tax compliancy	No contract shall be concluded with any bidder whose tax matters are in order. The bidder must ensure that their tax matters are in order throughout the contract period.
14.5 Deliverables	The successful service provider is expected to provide the licenses as authorized and submit proof of license activation. Should ECSECC require additional services, such services must be authorized by an authorized purchase order prior delivery.

15 PRICING MODEL

- 15.1 The pricing must include all costs that will ensure that all requirements as outlined in the Specification, above is fully met.
- 15.2 Price must be in South African currency and must be inclusive of VAT.
- 15.3 Bidders must indicate the price in all elements listed in the pricing schedule supported by their proposals (**no hidden costs/ unknown costs will be accepted**).

16 EVALUATION AND SELECTION CRITERIA

ECSECC has set minimum standards (Gates) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.
Specification Validation (Gate 1)	Bidders must meet the following to proceed to Gate 2: - the full specification as detailed under paragraph 12 of this bid document, and - proof that the Microsoft Data Store is kept in South Africa.
Functionality Criteria (Gate 2)	Bidder(s) are required to achieve a minimum of 80 percent to proceed to Gate 3.
Price and Specific Goals (Gate 3)	Bidders will be evaluated out of 100 points, as per (Table 2) , below.

16.1 **Gate 0: Prequalification**

- 16.1.1 The bidders must return the documents listed in **Table 1 below**.
- 16.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.
- 16.1.3 During this phase Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.
- 16.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

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

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. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document.

16.2 Gate 1: Specification Validation

16.2.1 Bidders must submit a detailed quotation with full information that can be validated to proceed to Gate 2. The quotation must include, but not limited to, the following:

- 16.2.1.1 Product Description,
- 16.2.1.2 Part Number,
- 16.2.1.3 Quantity Offered,
- 16.2.1.4 The start date for activation,
- 16.2.1.5 The end date for activation,
- 16.2.1.6 Unit Cost, and
- 16.2.1.7 Total Cost.

16.2.2 Microsoft Data Store stays in South Africa.is kept in South Africa.

16.2.3 Failure to meet the full specification shall deem the bid non-responsive. Bidders that propose location of Microsoft Data Store outside of South Africa shall be deemed non-responsive.

16.3 **Gate2: Functionality Criteria**

Bidders must score 80 percent to proceed to Gate 3.

Criterion Element	Weight
Microsoft Cloud Partner Reseller a. Registration with the Microsoft Cloud Partner Program and the ID must be active (20 points) b. Reseller Certificate or Reseller Accreditation (20 points) [points based on submission of a confirmation letter or any proof from the Distributor/Microsoft]	40
Relevant experience and expertise of firm a. Minimum of 2 years' experience in purchasing Microsoft OVS (10 points) b. Above 2 years' experience in purchasing Microsoft OVS (20 points) [points based on submission of a confirmation letter or any proof from the Distributor/Microsoft]	20
Location a. Operating office within the borders of the Buffalo City Metro Municipality (10 points) b. Operating office in South Africa (5 points) [submit proof in the form of e.g. municipal utility bill or lease agreement, etc.]	10
Total	70

16.4 **Gate 3: Price and Specific Goals**

16.4.1 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).

16.4.2 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 with ownership of 51% or more by black person(s) (5 points) - EME or QSE or any entity with ownership of 51% or more by are women (5 points) - EME or QSE or any entity with ownership of 51% or more by youth (5 points) - EME or QSE or any entity with ownership of 51% or more by person(s) with disability (2 points) - Enterprises located and/or operating within the borders of the Eastern Cape (3 points)	
Total	100

17 GENERAL CONDITIONS OF CONTRACT

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

18 SERVICE LEVEL AGREEMENT

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

19 CONDITIONS OF THIS BID

- 19.1 Bidders must ensure compliance on a paragraph-to-paragraph basis. Bids that are not completed in the manner prescribed may be considered incomplete and rejected.
- 19.2 ECSECC reserves the right to:
- 19.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 19.2.2 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 19.2.3 Accept part of a bid rather than the whole bid.
- 19.2.4 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.

- 19.2.5 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.
- 19.2.6 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 19.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 19.2.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 19.2.9 Not award the bid to the bidder whose financial statements are not in order.
- 19.2.10 Award to multiple bidders to spread the risk.

20 BIDDER'S DECLARATION

- 20.1 The bidders are required to confirm that they will:
 - 20.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of ECSECC,
 - 20.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services,
 - 20.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests,
 - 20.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business,
 - 20.1.5 Make adequate disclosures of relevant material information including disclosures or actual or potential own interests, in relation to dealings with ECSECC,
 - 20.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.
 - 20.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECSECC as a client before any other consideration, and

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

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 ECSECC reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members, being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange, directors or members of senior management, whether in respect of ECSECC or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".

21.1.1 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

21.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ECSECC's officers, directors, employees, advisors or other representatives;

21.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

21.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is

in any way related to procurement or the bidding of any services to a Government Entity;

21.1.7 Has in the past engaged in any matter referred to above; or

21.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

22.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that ECSECC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by ECSECC against the bidder notwithstanding the conclusion of the SLA between ECSECC and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

23 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing ECSECC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24 INDEMNITY

If a bidder breaches the conditions of this bid and as a result of that breach, ECSECC incurs costs or damages (including, without limitation, the costs of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds ECSECC harmless from any and all such costs which ECSECC may incur and for any damages or losses ECSECC may suffer.

25 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided expressly amends this document by reference.

26 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. ECSECC shall not be liable to compensate the bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

27 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. ECSECC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent TCC to ECSECC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. ECSECC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

28 NATIONAL TREASURY

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. ECSECC reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by another government institution.

29 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors, if any, and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that ECSECC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and ECSECC will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with ECSECC's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by ECSECC remain proprietary to ECSECC and must be promptly returned to ECSECC upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure ECSECC's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

32 PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any ECSECC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any other bidder(s).