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ecsecc
eastern cape socio economic
consultative council

INVITATION TO BID

REFERENCE NUMBER	ECS03/25/26	
SERVICES NEEDED	APPOINTMENT OF PANEL OF ESTATE AGENTS FOR 5 YEARS	
BRIEFING SESSION	N/A	
CLOSING DATE	26 SEPTEMBER 2025	
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		Ms ZOLA MSHUMPELA ZOLA@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 also governed by the ECSECC Act, Act No. 5 of 2024 which came to effect on 1 April 2025.
- 1.3 ECSECC is located in Vincent, East London and the current lease agreement is expiring at the end January 2026.
- 1.4 In an attempt to conclude a new lease agreement, ECSECC requires to develop a database of real Estate Agents from which providers will be selected to offer office accommodation for ECSECC.
- 1.5 It is against this background that ECSECC is inviting service providers specifically in the real estate industry with the aim of developing a panel of real estate agents for a period of five (5) years.

2 PURPOSE

The purpose of this document is to detail the required skills incorporating the tasks and responsibilities of the bidder with the aim of building a panel of prospective estate agents for a period of five (5) years. The overarching goal being to conclude a lease agreement for office accommodation for ECSECC.

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	5 September 2025
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	5 September 2025
Questions relating to the bid from bidders	5 September 2025 to 18 September 2025
Bid closing date and time	26 September 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	19 September 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 them 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 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 ECS03/25/26**.

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

- 9.3.1 An executive summary profiling the company, including:
 - 9.3.1.1 List of similar projects both past and current, and
 - 9.3.1.2 Reference letters from clients of completed projects.
- 9.3.2 Valid registration with Property Practitioners Regulatory Authority (PPRA) or certified copy.
- 9.3.3 Valid Fidelity Fund Certificate (FFC) or certified copy.
- 9.3.4 CV and certified copy of qualifications of the dedicated Lead Property Consultant.
- 9.3.5 Completed and signed SBD Forms supplied with this bid.

9.4 Bids must be submitted **before or on 26 September 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.

11 DURATION OF CONTRACT

- 11.1 The panel of service providers shall remain in place for a period of sixty (60) months.

12 OBJECTIVES

- 12.1 ECSECC intends to build a panel of prospective Estate Agent whose responsibilities will include:
- 12.1.1 Identification of office accommodation suitable for ECSECC.
 - 12.1.2 Facilitating the property leasing including the necessary due diligence.
 - 12.1.3 Develop database for properties in East London suitable for ECSECC offices.
 - 12.1.4 Any other related service that will ensure that ECSECC's corporate office needs are maintained.

13 SCOPE OF WORK

- 13.1 Identify office accommodation suitable for ECSECC
- 13.1.1 Assess ECSECC's office spatial needs.
 - 13.1.2 Identify suitable office space and provide relevant options.
 - 13.1.3 Advise ECSECC on market conditions, prices, legal requirements, and other related matters pertinent and material to the leasing of the property in question.
 - 13.1.4 Conduct site visits with ECSECC officials to inspect the possible properties and advise on suitability of the property visited.
 - 13.1.5 Advise on suitable office floor layout for proposed buildings.
 - 13.1.6 The Estate agent must have the landlord's mandate for all buildings that they propose.
- 13.2 Facilitate the leasing of property including the necessary due diligence
- 13.2.1 Collate the submission of all relevant documents.
 - 13.2.2 Coordinate the property viewing for the proposed buildings.
 - 13.2.3 Act as an intermediary between ECSECC (lessee) and the Lessor in the best interest of ECSECC at all times.
 - 13.2.4 Present the offer to lease to the Lessor within the relevant mandate and facilitate communication between the parties in respect of the said offer.
 - 13.2.5 Oversee the signing of the lease agreement.

- 13.3 Develop database for properties in East London suitable for ECSECC offices
- 13.3.1 Develop a database of properties with GLA of minimum of 1200 and maximum of 1600 square metres, including, but not limited to, property description, size, location, status of condition, and grading status, where possible.
- 13.3.2 Conduct market study to analyze demand and supply, including comparison of rates per square metre, crime statistics and any other information to display the property market outlook in East London.
- 13.3.3 Conduct valuation of properties to determine market related value.

14 SPECIAL CONDITIONS OF CONTRACT

14.1 Mandated to lease or sell properties	The bidder must have mandate from owners of the buildings or landlords for all properties that they propose for leasing or selling.
14.2 Provision of Services	ECSECC shall issue an RFP, when the need arises for office accommodation, to the service providers selected from the panel of estate agents. The RFP shall detail the evaluation and selection criteria.
14.3 Maintenance of Lease Agreement	The bidder must remain intermediary for the full duration of the lease.
14.4 Compliant to legislation	The bidder must be compliant with the Property Practitioners Act, Act No. 22 of 2019.
14.5 Prices	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.
14.6 Payment of invoices	Payment of invoices shall be made within thirty (30) days of the date on which the invoice and all supporting documentation is received.
14.7 Tax compliancy	a. No contract shall be concluded with any bidder whose tax matters are in not in order. b. The bidder must ensure that their tax matters are in order throughout the contract period.
14.8 Disputes Resolution	Should there be a disagreement between the service provider and ECSECC, the service provider may report the matter to the ECSECC CEO before engaging in the legal process. ECSECC will always attempt to address any disagreements with the service provider amicably.

15 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: Functionality Criteria	Bidder(s) are required to achieve a minimum of 80 points to be appointed into the panel of estate agents. When a need related to estate agents services arises, RFP will be circulated to service providers selected from the panel of estate agents.

15.1 **Gate 0: Prequalification**

- 15.1.1 The bidders must return the documents listed in **Table 1 below**.
- 15.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.
- 15.1.3 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.
- 15.1.4 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 7.2 -Contract Form	NO	Complete and sign the supplied pro forma document. This will be finalised before awarding.
5. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document.
6. Legal Compliance	YES	a. Registration with the Property Practitioners Regulatory Authority (PPRA) b. Fidelity Fund Certificate (FFC)

15.2 Gate1: Functionality Criteria

Bidders must meet a minimum score of 80 points to proceed to Gate 2.

Criterion Element	Weight
Relevant Experience The bidder must show relevant track record, reputation and experience that they are a reputable Estate Agent a. One (1) similar project completed (20 points) b. Two (2) similar projects completed (40 points) c. Three (3) similar projects completed (50 points) d. Four (4) similar projects completed (55 points) e. Five (5) similar projects completed (60 points) [points based on submission of a list of completed projects and letters of completion and/or reference letters from previous clients. Appointment letters, purchase orders and invoices will not be acceptable as proof of reference]	60
Relevant skills and experience for the Lead Property Consultant/Account Manager The bidder must identify the Lead Property Consultant/ Account Manager that they will deploy to this project with the following qualifications and experience: a. Minimum of NQF Level 5 Certificate in Property Management or related (15 points) b. 10 years' experience and above in providing similar projects (25 points) c. 6 years up to less than 10 years' experience in providing similar projects (20 points) d. 3 years up to less than 6 years' experience in providing similar projects (15 points) e. 1 year up to less than 3 years' experience in providing similar projects (10 points) f. Less than 1 year experience in providing similar projects (0 points) [points based on submission of CV and certified copies of qualifications of the dedicated Lead Property Consultant]	40
Total	100

- 15.3 Bidders that score a minimum of 80 points will be appointed into the panel of estate agents.
- 15.4 Bidders with a total score of less than 80 points for functionality will be deemed non-responsive.
- 15.5 All proposals submitted will be evaluated in accordance with the applicable preference principle at the stage where pricing will be required.

16 GENERAL CONDITIONS OF CONTRACT

- 16.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 16.2 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).
- 16.3 The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

17 SERVICE LEVEL AGREEMENT

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

18 CONDITIONS OF THIS BID

- 18.1 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.
- 18.2 ECSECC reserves the right to:

- 18.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 18.2.2 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).
- 18.2.3 Accept part of a bid rather than the whole bid.
- 18.2.4 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.
- 18.2.5 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.
- 18.2.6 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.
- 18.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 18.2.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 18.2.9 Not award the bid to the bidder whose financial statements are not in order.
- 18.2.10 Award to multiple bidders to spread the risk.

19 PROTECTION OF PERSONAL INFORMATION

- 19.1 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).
- 19.2 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.

- 19.3 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.

20 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 20.1 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".

20.1.1 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;

20.1.2 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;

20.1.3 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;

20.1.4 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;

20.1.5 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;

20.1.6 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;

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

20.1.8 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.

21 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

21.1 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.

21.2 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.

22 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.

23 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.

24 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.

25 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.

26 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.

27 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.

28 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.

29 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.

30 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.

31 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).