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INVITATION TO BID

REFERENCE NUMBER	ECS07/25/26	
SERVICES NEEDED	PROVISION AND MANAGEMENT OF MOBILE CONNECTIVITY FOR 5 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.NTLOKONKULU@ECSECC.ORG TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM	

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	



Table of Contents

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

28 TAX COMPLIANCE..... 19

29 NATIONAL TREASURY..... 19

30 GOVERNING LAW..... 19

31 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER’S

PERSONNEL..... 20

32 CONFIDENTIALITY..... 20

33 PROPRIETARY INFORMATION..... 20

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 and manage mobile connectivity for a period of 5 years.

3 BACKGROUND

- 3.1 ECSECC participated in the transversal contract RT15-2021 which is expiring on 31 December 2025.
- 3.2 ECSECC manages the provisioned corporate APN via a web-enabled management portal. The service from this contract includes 500GB monthly data pool and 5GB of data allocated to each employee at the beginning of the month.
- 3.3 ECSECC intends to harness the power of the Managed Corporate APN services to ensure a highly connected mobile workforce with multiple networks for maximum connectivity coverage in the Eastern Cape, making the mobile workforce more efficient and managing use accounts in real time, simplifying billing, keeping connectivity with secure data access.
- 3.4 It is against this background that ECSECC solicits a service provider to provide and manage mobile connectivity for a period of 5 years.

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	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

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 **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.
- 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 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 SUBMISSION OF PROPOSALS

10.1 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.

10.2 Bids may be submitted either by:

10.2.1 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

10.2.2 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 ECS07/25/26**.

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

10.3.1 Costed proposal showing how they will meet the service requirements as outlined in the Scope of Work and Specifications.

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

11 DURATION OF CONTRACT

The successful bidder will be appointed for a period of 5 years.

12 SCOPE OF WORK

- 12.1 ECSECC solicits prospective service providers to provide mobile communication that supports mobile broadband expansion including 3G, 4G and 5G.
- 12.2 The service must be such that it is most effective, economical and efficient communication. Mobile connectivity platforms must ensure that employees are always connected to unlock the potential value of a mobile and agile ECSECC workforce.
- 12.3 ECSECC is using Windows 10 and 11.
- 12.4 The service provider must ensure that:
 - 12.4.1 Additional or replacement of SIM cards is easily ordered, should the need arise;
 - 12.4.2 Mobile data contract enables scaling up easily, should the need arise;
 - 12.4.3 Maximum secure mobile internet connectivity using multiple networks suitable for all areas of Eastern Cape for all ECSECC employees;
 - 12.4.4 National and International coverage ideally with network failover;
 - 12.4.5 Data secure and internet browsing is kept in check;
 - 12.4.6 Administrators (ECSECC IT Unit) are trained for access to self-service portal; and
 - 12.4.7 Support is available 24/7.
- 12.5 The service provider must collect and analyze data on network performance and usage; and give feedback to refine strategies, address gaps and report progress and impact to ECSECC, including:
 - 12.5.1 The specific details must include tracking network speed coverage and customer usage data via its platforms to ensure the mobile service effectively meets ECSECC objectives and improves connectivity experience; and
 - 12.5.2 Submit reports monthly to ECSECC.
- 12.6 The service provider must supply the following products as outlined below.

13 SPECIFICATIONS

13.1 Hardware Requirements:

Agreement ID Number	Quantity	Frequency
1. SIMs with APN solution and registered with default warranty - SIMs must be compatible with Windows starting from Windows 10	100	Once-off
2. Dongles with APN solution configuration	5	Once-off

13.2 Software Requirements:

Item Description	Features	Frequency
1. Uncapped data	500GB of data pool - Uncapped data without applying a fair usage policy - Data not fully used by the month-end must be carried over	Monthly

13.3 ECSECC will provide the successful service provider with the list of Users for allocating data, at the beginning of the contract.

13.4 The service provider must maintain the following quality standards:

13.4.1 High-Quality Voice and Data for high-quality voice services and a range of advanced data applications;

13.4.2 Multimedia and IP Services to support various services like web browsing, multimedia, high-speed data transfer and Voice over Internet Protocol (VoIP) is essential; and

13.4.3 Scalability and User capacity to emphasize improvements in network scalability and an increased ability to handle a larger number of users concurrently.

14 COMPETENCY REQUIREMENTS

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

14.1.1 Affiliation with authorized official bodies like Internet Service Provider Association (ISPA).

14.2 The bidders must have proven experience in implementing, managing and supporting a Managed Corporate APNs.

15 SPECIAL CONDITIONS OF CONTRACT

15.1 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.
15.2 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.
15.3 Prices	The prices charged on the invoices shall not exceed the prices quoted and committed in the purchase order, unless prior approval by ECSECC.
15.4 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.

16 PRICING MODEL

- 16.1 The pricing must include all costs that will ensure that all requirements are fully met.
- 16.2 Price must be in South African currency and must be inclusive of VAT.
- 16.3 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**).

17 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)	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 full specification as detailed under paragraph 13 of this bid document to proceed to Gate 2.
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.

17.1 **Gate 0: Prequalification**

17.1.1 The bidders must return the documents listed in **Table 1 below**.

17.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.

17.1.3 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.

17.1.4 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.
6. Affiliation with Internet Service Provider Association (ISPA)	YES	Submit active proof of pre-agreement with the ISPA or any valid legal proof

17.2 Gate 1: Specification Validation

17.2.1 Bidders must submit a detailed quotation with full information that can be validated to proceed to Gate 2.

17.2.2 Failure to meet the full specification shall deem the bid non-responsive.

17.3 **Gate2: Functionality Criteria**

Bidders must score 80 percent to proceed to Gate 3.

Criterion Element	Weight
Network performance, data speed and reliability a. The bidder's solution offers superior network performance, lightning-fast data speeds and unwavering reliability [points based on submission of a proposal]	20
Data Provisioning/Management a. Uncapped data without applying a fair usage policy (5 points) b. Data not fully used by the month end is carried over (5 points) [points based on submission of a proposal]	20
APN security and privacy features -customizable firewalling and filtering a. The bidder's solution must ensure that connection is robustly safeguarded against potential threats [points based on submission of a proposal]	20
A mobile of APN's compatibility with devices a. The bidder must demonstrate that the solution integrates seamlessly with devices that ensure data flows, updates are received, and commands are sent without any hitches [points based on submission of a proposal]	10
Customer service and technical support a. The bidder's solution must demonstrate robust structures that ensure smooth operations but also reflects the commitment of the provider to their clientele [points based on submission of a reference letter from a client previous or current]	5
Management of portal functionality: analytics, reporting, capping, top-ups and more a. The bidder's solution must demonstrate: - how effective data usage management will be; - how will unexpected charges be avoided allowing ECSECC to maintain better control over the data consumption and expenses [points based on submission of a proposal]	15
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	100

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

17.4.1 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).

17.4.2 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

18 GENERAL CONDITIONS OF CONTRACT

- 18.1 any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 18.2 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).
- 18.3 The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

19 SERVICE LEVEL AGREEMENT

- 19.1 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.

20 CONDITIONS OF THIS BID

- 20.1 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.
- 20.2 ECSECC reserves the right to:
- 20.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
 - 20.2.2 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).
 - 20.2.3 Accept part of a bid rather than the whole bid.
 - 20.2.4 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.

- 20.2.5 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.
- 20.2.6 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.
- 20.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 20.2.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 20.2.9 Not award the bid to the bidder whose financial statements are not in order.
- 20.2.10 Award to multiple bidders to spread the risk.

21 BIDDER'S DECLARATION

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

- 21.1.8 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.

22 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

22.1 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".

22.1.1 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;

22.1.2 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;

22.1.3 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;

22.1.4 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;

22.1.5 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;

22.1.6 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;

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

22.1.8 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.

23 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

23.1 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.

23.2 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.

24 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.

25 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.

26 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.

27 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.

28 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.

29 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.

30 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.

31 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.

32 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.

33 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).