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INVITATION TO BID

REFERENCE NUMBER	ECS01/25/26		
SERVICES NEEDED	RENEWAL OF MICROSOFT OPEN LICENSE SUBSCRIPTION		
ONLY SITA ACCREDITED AND CERTIFIED SERVICE PROVIDERS ARE INVITED TO BID FOR THESE GOODS/SERVICES			
CLOSING DATE	30 MAY 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		MR LITHEMBA NTLOKONKULU LITHEMBA.NTLOKONKULU@ECSECC.ORG TENDERS@ECSECC.ORG TENDERS.ECSECC@GMAIL.COM	

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	



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1 INTRODUCTION

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

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 has a Microsoft Open License Subscription with an Agreement ID of **V 8234185** which started on the 19 April 2023 and expires on the 30 April 2026.

ECSECC has tailored some of its programs to meet the needs of the organization. ECSECC wants an easier and more affordable way to run software across multiple computers and use Online Services across multiple users within an organization.

The Microsoft software subscriptions as determined from our current internal business needs assessment should be valid for the period specified above ECSECC requires all the Microsoft Licenses below to perform its day-to-day operations

It is against this background that ECSECC is soliciting a service provider to provide a central printing solution.

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 renewing Microsoft Open License Subscription for a year.

The current subscription cycle expires on 30 April 2025. ECSECC also wants to continue with the cloud subscription services after they have expired in December 2025 for the month-to-month rental until 30 April 2026

3 DEFINITIONS

3.1 **CSP** refers to the Cloud Solution Provider

3.2 **ECSECC** refers to Eastern Cape Socio Economic Consultative Council

3.3 **ICT** refers to Information and Communication Technology

3.4 **MPN** refers to the Microsoft Partner Network

3.5 **OVS** refers to Open Value Subscription

3.6 **OTP** refers to the Office of the Premier in the Eastern Cape

3.7 **VAT** refers to the Value Added Tax as per VAT Act

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 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 **90** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertising of bid on Government e-Tender Portal/ Eastern Cape Tender Bulletin/ ECSECC Website	09 May 2025
Bid documents will be accessed from the ECSECC website. www.ecsecc.org	09 May 2025
Questions relating to the bid from bidders	12 May 2025 To 23 May 2025
Bid closing date and time	30 May 2025 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	23 May 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 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.

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 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 Bidding 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 **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 Reference Number ECS01/25/26**.

9.3 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.

9.4 Bidders are required to submit, before or on **30 May 2025 at 15H00**, the following:

9.4.1 Itemized quotation that is verifiable.

9.4.2 All pre-qualification documents.

10 DURATION OF CONTRACT

The successful bidder will be appointed for a period of a year.

11 SCOPE OF WORK

- 11.1 ECSECC has a Microsoft Agreement number: **V8234185**, that started 19 April 2023 and will expire 30 April 2026 and whose user database is located locally.
- 11.2 The current subscriptions include on-premises and cloud licenses which expire on the 30 April 2025 and 02 December 2025 respectively.
- 11.3 We are looking for a prospective Service Provider that will finish the remainder of the agreement. Thus, within our portal there are cloud subscriptions which expire on 02 December 2025.
- 11.4 ECSECC requires service providers to renew the Microsoft Open License Subscription as follows:
 - 11.4.1 For on-premises licenses renew from 1 May 2025 to 30 April 2026, and
 - 11.4.2 For cloud licenses renew from 3 December 2025 to 30 April 2026
- 11.5 The specifications detailing requirements are listed below.
- 11.6 In addition, the Service Provider must assist with assessment of licensee usage by users in preparation for the required licenses for the upcoming 3-year contract. This means going through the agreement and setting up a licensing plan according to business requirements.
- 11.7 The service must with management of the agreement including implementing changes and additions where necessary.
- 11.8 The service provider must ensure that user database remains in South Africa.

12 SPECIFICATIONS

12.1 On-premises renewal Period: 12 Months (01 May 2025 to 30 April 2025)

Part Number	Product Description	Quantity
76N-03092	Microsoft SharePoint Enterprise CAL All Languages License & Software Assurance Open Value Level D 1 Year Additional Product User CAL	67
359-04630	Microsoft SQL CAL All Languages License & Software Assurance Open Value Level D 1 Year AP User CAL	4
312-03719	Microsoft® Exchange Server Standard All Languages License & Software Assurance Open Value Level D 1 Year AP	2
9EM-00444	Microsoft® Win Server Standard Core All Languages License & Software Assurance Open Value 16 Licenses Level D 1 Year AP	10
9EN-00372	Microsoft System Centre Standard Core All Languages License & Software Assurance Open Value 16 Licenses Level D 1 Year AP	1
228-07279	Microsoft SQL Server Standard All Languages License & Software Assurance Open Value Level D 1 Year AP	2
W06-01141	Microsoft Core CAL All Languages License & Software Assurance Open Value Level D 1 Year Enterprise User CAL	87
7JQ-00129	Microsoft SQL Server Enterprise Core All Languages License & Software Assurance Open Value 2 Licenses Level D 1 Year AP	1
76P-00739	Microsoft SharePoint Server All Languages License & Software Assurance Open Value Level D 1 Year Additional Product	1

12.2 Cloud license renewal period from 3 December 2025 to 30 April 2026

Part Number	Product Description	Quantity
DW6-00004	Microsoft Power BI Pro Open All Languages Subscription Open Value Level D 1 Month AP	15
Q5Y-00030	Microsoft O365 E3 Open All Languages Subscription Open Value Level D 1 Month Each Enterprise (must include MS Teams)	110
D87-03975	Microsoft Visio Professional All Languages License & Software Assurance Open Value Level D 1 Year AP	10
7YC-00004	Microsoft Project P5 Open All Languages Subscription Open Value Level D 1 Month AP	2
3PP-00004	Microsoft Project Online Essentials Open All Languages Subscription Open Value Level D 1 Month AP	10
Q7Y-00004	Microsoft M365 Apps Enterprise Open All Languages Subscription Open Value Level D 1 Month AP	5

13 COMPETENCY REQUIREMENTS

- 13.1 The Service Provider must be registered with the Microsoft Cloud Partner Program (formerly known as Microsoft Partner Network) and the ID must be active.
- 13.2 The service provider must have a minimum of 5 years' experience in purchasing Microsoft OVS.
- 13.3 The Service Provider must be a suitable reseller for the Cloud Solution Provider or Solutions Partners program.

14 SPECIAL CONDITIONS OF CONTRACT

Location of user database	User database must be located in South Africa only.
Management of the contract	ECSECC will grant successful bidder access to the portal.
Payment of invoices	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 annually on activation of the license.
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.
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.
Disputes Resolution	Should there be disagreement between the service provider and the project officials pertaining to this contract, the service provider may escalate 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:

Pre-qualification Criteria (Gate 0)	Functionality Criteria (Gate 1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Only bidders meet competency requirement and quotations that are compliant to the published specification shall proceed to Gate 2 (Price and Specific Goals).	Bidders will be evaluated out of 100 points, as per (Table 2) , below and Gate 2 will only apply to bidders who have met full specification fully.

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 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	NO	Complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on Specific Goals.
6. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document
7. Itemized quotation	YES	Quotation must be verifiable and compliant with the full specification.

15.2 Gate 1: Functionality Criteria

15.2.1 All bids shall be evaluated against the specification as outlined in paragraph 12 above. Failure to comply may result in your bid being non-responsive.

15.2.2 Bidders meet all the competency requirements below. Failure to submit proof may result in your bid being non-responsive.

Submit proof to substantiate your claim.

Competency	Description	Submitted Yes/No
User database	Location must be in South Africa [submit proof of location of the user database]	
Bidders experience	The bidder must have a minimum of 5 years' experience in purchasing Microsoft OVS. [submit confirmation letter or any proof from the Distributor/Microsoft]	
Microsoft cloud partner reseller	The bidder must be registered with the Microsoft Cloud Partner Program and the ID must be active. [submit confirmation letter or any proof from the Distributor/Microsoft]	
	The bidder must be a suitable reseller of Cloud Solution Provider or Solution Partner [submit confirmation letter or any proof from the Distributor/Microsoft]	

15.3 **Gate 2: Price and Specific Goals**

15.3.1 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).

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

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 CONDITIONS OF THIS BID

17.1 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.

17.2 ECSECC reserves the right to:

17.2.1 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.

- 17.2.2 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).
- 17.2.3 Accept part of a bid rather than the whole bid.
- 17.2.4 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.
- 17.2.5 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.
- 17.2.6 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.
- 17.2.7 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 17.2.8 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 17.2.9 Not award the bid to the bidder whose financial statements are not in order.
- 17.2.10 Award to multiple bidders to spread the risk.

18 BIDDER'S DECLARATION

- 18.1 The bidders are required to confirm that they will:
 - 18.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of ECSECC,
 - 18.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services,
 - 18.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests,
 - 18.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business,
 - 18.1.5 Make adequate disclosures of relevant material information including disclosures or actual or potential own interests, in relation to dealings with ECSECC,

- 18.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.
- 18.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECSECC as a client before any other consideration, and
- 18.1.8 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.

19 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

19.1 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”.

- 19.1.1 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.
- 19.1.2 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.
- 19.1.3 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.
- 19.1.4 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;
- 19.1.5 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;
- 19.1.6 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.

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

19.1.8 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.

20 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

20.1 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.

20.2 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.

21 PREPARATION COSTS

21.1 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 to place 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.

22 INDEMNITY

22.1 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.

23 PRECEDENCE

23.1 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.

24 LIMITATION OF LIABILITY

24.1 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 damage suffered as a result of the bidder's participation in this bid process.

25 TAX COMPLIANCE

25.1 No tender shall be awarded to a bidder who is not a 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 a bidder does not remain tax compliant for the full term of the contract.

26 NATIONAL TREASURY

26.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appears on the Register of Tender Defaulters kept by the 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.

27 GOVERNING LAW

27.1 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.

28 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

28.1 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.

29 CONFIDENTIALITY

- 29.1 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.
- 29.2 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.
- 29.3 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 the requirement may result in disqualification from the bid process and civil action.
- 29.4 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.

30 PROPRIETARY INFORMATION

- 30.1 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).