+27 (0)43 701 3400
+27 (0)43 701 3415

info@ecsecc.org
www.ecsecc.org

ecsecc
eastern cape socio economic consultative council

# INVITATION TO BID

| | |
|---|---|
| **REFERENCE NUMBER** | **ECS02/26/27** |
| **SERVICES NEEDED** | **MAINTENANCE AND UPGRADE OF WEBSITE FOR A PERIOD OF FIVE (5) YEARS** |
| **CLOSING DATE**<br>**CLOSING TIME** | **28 SEPTEMBER 2026**<br>**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**<br>TENDERS@ECSECC.ORG<br>TENDERS.ECSECC@GMAIL.COM | **MR ZWANGA MUKHUTHU**<br>ZWANGA.MUKHUTHU@ECSECC.ORG<br>TENDERS@ECSECC.ORG<br>TENDERS.ECSECC@GMAIL.COM |

## PROPOSAL SUBMITTED BY:

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

## Table of Contents


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

**29 TAX COMPLIANCE ..... 20**
**30 NATIONAL TREASURY ..... 20**
**31 GOVERNING LAW ..... 20**
**32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL ..... 21**
**33 CONFIDENTIALITY ..... 21**
**34 PROPRIETARY INFORMATION ..... 21**

# 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 on improving service delivery and to create a common platform for debate between the various development communities of the Eastern Cape.

**1.2** It is a multi-stakeholder centre of excellence in strategic foresight, social collaboration and innovative solution design.

**1.3** The ECSECC Act 5 of 2024 was promulgated effective from 1 April 2025.

**1.4** As a knowledge-based organization, ECSECC seeks to generate, effectively manage, and disseminate information and knowledge. Its core vision is a prosperous, productive and sustainable Eastern Cape where all people realize their potential.

**1.5** ECSECC is located at Vincent in East London in the Eastern Cape Province only and currently has an approved staff complement of 100 personnel.

# 2 BACKGROUND

**2.1** ECSECC launched its digital knowledge hub (www.ecsecc.org) in December 2020 to provide access to research, publications, and knowledge resources that support socio-economic development in the Eastern Cape. The platform is built on Microsoft ASP.NET 4.8, SQL Server, Bootstrap, and jQuery technologies and is hosted on legacy server infrastructure.

**2.2** While the platform has served its purpose effectively, it is now operating on outdated infrastructure, including IIS 6, which has reached end-of-life and no longer receives security updates or technical support. This exposes the website to security vulnerabilities, operational risks, and potential performance limitations. The legacy environment also restricts scalability, integration with modern technologies, and the implementation of enhanced digital services.

**2.3** To address these challenges, ECSECC requires a modernisation of its digital knowledge hub to improve security, reliability, performance, and user experience, while ensuring the platform remains sustainable and capable of supporting the organisation's future knowledge-sharing and stakeholder engagement needs.

## 2.4 Existing Architecture Description

**2.4.1** The current ECSECC website solution consists of two integrated components:

- **Front-End Website -** The public-facing platform that provides content display, information dissemination, and user interaction. It serves as the primary access point for stakeholders to access news, publications, events, tenders, vacancies, and other organisational information.
- **Back-End CMS -** The administrative platform used for content creation, management, and communication. The CMS includes several functional modules, namely:

- **Document Library Module** - for managing and publishing reports, publications, and knowledge resources.
- **Events Module** - for creating and maintaining event information and registrations.
- **Bulk Mailer Module -** for managing mailing lists, email templates, and stakeholder communications.
- **Tenders Module -** for publishing and administering procurement opportunities.
- **Recruitment Module -** for managing vacancies, applications, and candidate information throughout the recruitment process.

**2.4.2** Together, these components provide ECSECC with a centralised digital platform for stakeholder engagement, information management, and organisational communication.

**2.5** The overall objective is to transform the ECSECC website from a primarily information-sharing platform into a secure, modern, mobile-friendly, and transaction-oriented digital ecosystem that improves stakeholder engagement, service delivery, and organisational visibility.

**2.6** It is against this background that ECSECC is looking for a service provider to provide maintenance and upgrade of website for a period of five (5) years with an option to renew for an additional five (5) years in ECSECC's sole discretion.

# 3 DEFINITIONS

| | |
|---|---|
| API | Application Programming Interface |
| ASP.NET | Active Server Pages .NET |
| B.Sc. | Bachelor of Science |
| CEO | Chief Executive Officer |
| CMS | Content Management System |
| CSD | Central Supplier Database |
| CV | Curriculum Vitae |
| DNS | Domain Name System |
| ECSECC | Eastern Cape Socio-Economic Consultative Council |
| EME | Exempted Micro Enterprise |
| GA4 | Google Analytics 4 |
| GCC | General Conditions of Contract |
| HDI | Historically Disadvantaged Individuals |
| HR | Human Resources |
| HTML | HyperText Markup Language |
| ICT | Information and Communication Technology |
| IIS | Internet Information Services |
| IP | Intellectual Property |
| LTS | Long Term Support |
| MCTS | Microsoft Certified Technology Specialist |
| ND | National Diploma |
| OTP | Office of the Premier |
| PAIA | Promotion of Access to Information Act |
| PDF | Portable Document Format |
| PMP | Project Management Professional |
| POPIA | Protection of Personal Information Act |
| PPPFA | Preferential Procurement Policy Framework Act |
| PRINCE2 | Projects in Controlled Environments |
| QSE | Qualifying Small Enterprise |
| RFQ | Request for Quotations |
| RSA | Republic of South Africa |
| SARS | South African Revenue Service |
| SBD | Standard Bidding Documents |
| SCM | Supply Chain Management |
| SEO | Search Engine Optimization |
| SLA | Service Level Agreement |
| SQL | Structured Query Language |
| TCC | Tax Clearance Certificate |
| ToRs | Terms of References |
| UI/UX | User Interface / User Experience |
| VAT | Value Added Tax |
| WAF | Web Application Firewall |
| Web Development | Upgrade, Modernisation and Development |
| WCAG | Web Content Accessibility Guidelines |

# 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 | 04 September 2026 |
| Bid documents will be accessed from the ECSECC website; **www.ecsecc.org** | 04 September 2026 |
| Questions relating to the bid from bidders | 04 September 2026 To 17 September 2026 |
| Bid closing date and time | 28 September 2026 at 15H00 |
| Notice to bidders: ECSECC will endeavour to inform bidders questions and answers that came out during the publication of the bid through ECSECC website **www.ecsecc.org/tenders** | 18 September 2026 |

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

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

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

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

# 7 CONTACT AND COMMUNICATION

**7.1** A nominated official of the bidder**(**s**)** can make enquiries in writing quoting the Bid Number, to Malwande Ntongana for enquiries, via email **tenders@ecsecc.org** and**/**or **tenders.ecsecc@gmail.com** by phone at 043 701 3400/081 486 1009. Bidders must reduce all telephonic enquiries by writing and sending them to the above email address.

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

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

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

**7.5** Whilst all due care has been taken in connection with the preparation of this bid, ECSECC makes no representations or warranties that the content of the bid or any information communicated to or provided to the bidder**(**s**)** during the bidding process is, or will be, accurate, current, or complete. ECSECC and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.

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

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

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

# 8 LATE BIDS

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

# 9 COUNTER CONDITIONS

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

# 10 SUPPLIER DUE DILIGENCE

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

# 11 SUBMISSION OF PROPOSALS

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

**11.2** Bids may be submitted either by:

**11.2.1** Depositing **two (2) sets of original bid documents sealed by way of spiral-binded separately for ease of reference during the evaluation process and an electronic copy of the original document in .pdf on flash drive,** into the **tender box** placed in the reception at ECSECC, 69 Frere Road, Vincent, KuGompo City, the tender box is accessible during weekdays from 08:00 to 16:30.

**OR**

**11.2.2** Electronically by way of compressing the documents into a zip format OR an email to send through a link pointing to your cloud account for the file access by email to **tenders@ecsecc.org** **and** **tenders.ecsecc@gmail.com** quoting the reference of **the Bid Number ECS02/26/27.**

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

**11.3.1** Costed proposal on the following:

**11.3.1.1** Ability to perform the services.

**11.3.1.2** Total estimate price offer for the assignment.

**11.3.2** Bidders must submit proof of competency for the proposed team that will be dedicated to this assignment, which includes:

**11.3.2.1** Certified copy of qualification/s.

**11.3.2.2** CV showing experience.

**11.3.3** Completed and signed SBD Forms supplied with this bid.

**11.3.4** Certified copy of B-BBEE Certificate from accredited agency or Sworn Affidavit

**11.4** Bids must be submitted **before or on 28 September 2026 at 15H00**

# 12 PRESENTATION/DEMONSTRATION

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

# 13 DURATION OF CONTRACT

The successful bidder shall be appointed for a period of five (5) years with an option to renew for an additional five (5) years in ECSECC's sole discretion.

# 14 SCOPE OF WORK

**14.1** The successful bidder shall provide comprehensive website management, upgrade, hosting, maintenance, modernisation, cybersecurity, and digital transformation services for the ECSECC Digital Knowledge Hub (www.ecsecc.org).

**14.2** The service provider must render the following services:

**14.2.1 Website Maintenance and Support**

- The bidder must perform ongoing maintenance, technical support, performance monitoring, bug fixes, software updates, upgrades, and content publishing support.

**14.2.2 Infrastructure and Database Management**

- Administration of Windows Servers, IIS environments, ASP.NET applications, Web APIs, and Microsoft SQL Server databases, including backups, monitoring, and performance optimisation.

**14.2.3 Domain and Hosting Migration**

- The Service Provider shall act as ECSECC's domain registrar and provide comprehensive domain management services, including domain registration, DNS administration, renewals, and
- The service provider must conduct migration and perform management of the following domains from the current hosting environment: ecsecc.org, www.ecsecc.org, app.ecsecc.org, autodiscover.ecac.org.za, ecac.org.za, mail.ecsecc.org, autodiscover.ecsecc.org, gis.ecsecc.org, webmail.ecsecc.org, and mail-2016.ecsecc.org.
- The service provider must ensure all website hosting is local to South Africa to comply with national data privacy and protection requirements.

**14.2.4 Legacy System Modernisation**

- The service provider must develop a Legacy Decommissioning and Migration Roadmap within the first three months of the contract.
- The service provider must perform migration from IIS 6 to IIS 10+ on Windows Server 2022 or 2025 and progression from .NET Framework 4.8 to .NET 8 LTS.

**14.2.5 Website and Content Modernisation**

- The service provider must enhance the users' experience through mobile-first design, improved website performance, conversion of PDF content into searchable HTML, and implementation of modern web technologies.

#### 14.2.6 Tender and Recruitment System Enhancement

- The service provider must modernise the Tender Management Module to reflect all procurement stages.
- The service provider must enhance the online recruitment platform to improve vacancy management and candidate engagement.

#### 14.2.7 Analytics and Conversion Optimisation

- The service provider must install GA44 for conversion tracking, funnel analysis, performance reporting, and optimisation of user engagement pathways.

#### 14.2.8 Cybersecurity and Disaster Recovery

- The service provider must implement cybersecurity controls including vulnerability assessments, penetration testing, WAF, secure development practices, and disaster recovery capabilities with defined recovery objectives.

## 15 SPECIAL CONDITIONS OF CONTRACT

| | |
|---|---|
| Intellectual Property | All intellectual property related to the website, code, and content belongs exclusively to ECSECC. |
| Handover Protocol | A full technical handover and documentation package must be completed three (3) months prior to the contract termination date to ensure continuity. |
| Reporting and Knowledge Transfer | The service provider must provide operational reports, technical documentation, user support, and attend review meetings.<br>The service provider must provide knowledge transfer to ECSECC employees on IIS 10 management and GA4 reporting. |
| Compliance and Accessibility | The service provider must comply with POPIA, PAIA, and WCAG 2.2 Level AA accessibility standards, including annual audits and reporting. |
| Responding to Service Request | The service provider, when responding to service request, must follow this process:<br>Submit diagnostic or assessment report, proposed solution and quotation for the problem submitted.<br>Present the solution to the users as part of the knowledge transfer. |
| Communication: | The service provider must maintain clear and consistent communication with ECSECC throughout the project.<br>ECSECC will maintain open communication channels with the service provider to ensure everyone is informed of progress and any questions arising are addressed promptly.<br>The meetings will be held virtually when required. |
| Access to information: | ECSECC Project Leader will be the key contact for information regarding this project.<br>ECSECC Project Leader will be responsible for facilitating the meetings to engage in the report.<br>The service provider must maintain strict confidentiality throughout the engagement. |
| Decision-Making: | ECSECC will provide timely decisions on any critical aspects of the project that require our input. |
| 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. |

| | |
|---|---|
| Prices: | The prices charged on the invoices shall not exceed the prices quoted and committed in the purchase order, unless prior approval by ECSECC. |
| Tax Compliancy: | No contract shall be concluded with any bidder whose tax matters are not in order.<br>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. |

# 16 COMPETENCY REQUIREMENTS

**16.1** The prospective service provider must provide evidence of the proposed team with the following attributes:

| Role | Minimum Qualifications | Required Experience |
|---|---|---|
| **Lead Developer** | • B.Sc. Computer Science or ND Information Technology<br>• SQL Certification (MCTS or equivalent) | Minimum of 5 years in:<br>• Web/app development,<br>• script languages, and<br>• SQL database administration. |
| **Project Manager** | Professional Project Management Certification (PMP, PRINCE2, or equivalent) | Minimum of 5 years' experience in technical project management, specifically leading in any of IT systems, software development, website modernisation projects. |
| **Copywriter** | B. Degree/ND in Communication, Marketing, or Journalism | Minimum of 5 years in:<br>• Professional digital copywriting<br>• Content strategy. |
| **Senior Graphic Designer** | B. Degree/ND in Graphic Design | Minimum of 5 years in:<br>• Professional graphic design<br>• UI/UX layouts. |

**16.2** Prospective service providers should have a proven track record of implementing similar projects as evidenced by at least five (5) similar websites developed within the last five (5) years.

# 17 PRICING MODEL

**17.1** The pricing must include all costs that will ensure that all services will be provided to ECSECC.

**17.2** Price must be in South African currency and must be inclusive of VAT.

**17.3** Bidders must indicate the price in all elements listed in the pricing schedule supported by their proposals (**no hidden costs**/ **unknown costs will not be accepted**).

# 18 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. | Bidder(s) are required to achieve a minimum of **70** points to 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 and exceeded the threshold of 70 points. |

## 18.1 Gate 0: Prequalification

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

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

**18.1.3** 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.

**18.1.4** 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.<br>**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.<br>**c.** ECSECC does not transact with service providers that have a non-compliant tax status. |
| **3. SBD 3.3 -Pricing Schedule** | **YES** | Complete and sign the supplied pro forma document. |
| **4. SBD 4 -Bidders' Disclosure** | **YES** | Complete and sign the supplied pro forma document. |
| **5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022** | **NO** | Complete and sign the supplied pro forma document.<br>Non-submission will lead to a zero (0) score on Specific Goals. |

| | | |
|---|---|---|
| **6. SBD 7.2 -Contract Form** | **NO** | Complete and sign the supplied pro forma document.<br>This will be followed up at award stage. |
| **7. General Conditions of Contract (GCC)** | **YES** | Complete and sign the supplied pro forma document. |
| **8. B-BBBE Certificate** | **NO** | Submit a valid certified copy of B-BBEE certificate or a sworn affidavit.<br>Non-submission will lead to a zero (0) score on Specific Goals. |
| **9. Costed proposal showing how the scope of work will be accomplished** | **YES** | Proposal must show:<br>**a.** How the scope of work requirements including functional requirements will be accomplished.<br>**b.** Proof of meeting all competency requirements.<br><br>Non-submission will render bid non-responsive. |

## 18.2 Gate1: Functionality Criteria

Bidders must score 70 points to proceed to Gate 2.

| **Element** | **Weight** | **Reference page for your response** |
|---|---|---|
| **Understanding of scope of work**<br>a. Comprehensiveness and Practicality of the Technical Solution including all the service requirement under clause number 14 “Scope of Work”<br><br>The bidder must provide a detailed, feasible, and practical methodology that addresses all core modernisation tasks, including:<br><br>Website Maintenance and Support<br>Infrastructure and Database Management<br>Domain and Hosting Migration<br>Legacy System Modernisation<br>Website and Content Modernisation<br>Tender and Recruitment System Enhancement<br>Analytics and Conversion Optimisation<br>Cybersecurity and Disaster Recovery<br><br>The proposal must address the Intellectual Property and Handover Protocol as per requirement under clause number 15 “Special Conditions of Contract”<br><br>The proposal must also show adequate capacity to render services.<br><br>- **Excellent:** Comprehensive proposal covering all requirements in a., above **(30 points)**<br>- **Good:** Good and innovative proposal but lacking some minor requirements **(20 points)**<br>- **Average:** Average and theoretical proposal demonstrating substantial lack in some areas **(10 points)**<br>- **Poor / Non-Responsive:** Unclear proposal or irresponsive to the requirements **(0 points)**<br><br>**[points based on submission of proposal for the project]** | 30 | |

| | | |
|---|---|---|
| **Firm capacity and experience**<br>a. Service providers should have a proven track record of implementing similar projects as evidenced by at least 5 similar websites developed or modernised within the last 5 years (5 years is effective from 2020).<br><br>- 5 website projects successfully implemented **(30 Points)**<br>- 4 website projects successfully implemented **(20 Points)**<br>- 3 website projects successfully implemented **(10 Points)**<br>- Less than 3 website projects implemented **(0 Points)**<br>- Inactive website projects **(0 Points)**<br><br>**[points will be based on signed reference letters from previous or current clients indicating URLs for the projects successfully implemented on the official company letterhead.]** | 30 | |
| **Capacity of the Proposed Team**<br><br>a. Lead Developer must have the following qualifications and experience:<br>Qualifications (Max 5 Points):<br>- B.Sc. in Computer Science or ND in IT, or equivalent: **(3 Points)**<br>- Microsoft SQL Server Certification (MCTS or equivalent): **(2 Points)**<br><br>Relevant Professional Experience (Max 5 Points):<br>- 5 or more years of experience in web/app development, scripting languages, and SQL: **(5 Points)**<br>- 3 to less than 5 years of experience: **(3 Points)**<br>- Less than 3 years of experience: **(0 Points)**<br><br>b. Project Manager must have the following qualifications and experience:<br>Qualifications (Max 3 Points):<br>- Professional Project Management Certification (PMP, PRINCE2, or equivalent): **(3 Points)**<br><br>Relevant Professional Experience (Max 4 Points):<br>- 5 or more years of experience in technical project management: **(4 Points)**<br>- 3 to less than 5 years of experience: **(2 Points)**<br>- Less than 3 years of experience: **(0 Points)**<br><br>c. Senior Graphic Designer must have the following qualifications and experience:<br>Qualifications (Max 3 Points):<br>- B. Degree or ND in Graphic Design or ND in UI/UX Design, or equivalent: **(3 Points)**<br><br>Relevant Professional Experience (Max 4 Points):<br>- 5 or more years of experience in professional graphic design and UI/UX layouts: **(4 Points)**<br>- 3 to less than 5 years of experience: **(2 Points)**<br>- Less than 3 years of experience: **(0 Points)**<br><br>d. Copywriter must have the following qualifications and experience:<br>Qualifications (Max 3 Points):<br>- B. Degree or ND in Communication or Marketing or Journalism, or equivalent: **(3 Points)**<br><br>Relevant Professional Experience (Max 3 Points):<br>- 5 or more years of experience in digital copywriting and content strategy: **(3 Points)**<br>- 3 to less than 5 years of experience: **(1.5 Points)**<br>- Less than 3 years of experience: **(0 Points)**<br><br>**[points will be based on submission of (a) Comprehensive CVs for all four key roles, highlighting specific experience relevant to their assigned project tasks. (b) Certified copies of academic degrees, diplomas, or professional certifications (certified within the last 6 months).]** | 30 | |

| | | |
|---|---|---|
| **Location of the Firm**<br>a. Firm located within the borders of the Eastern Cape **(10 points)**<br>b. Firm located outside the borders of the Eastern Cape **(5 points)**<br><br>**[points will be based on submission physical presence (e.g., lease agreement, municipal bill, or company registration indicating Eastern Cape address etc.]** | 10 | |
| **Total** | 100 | |

### 18.3 Gate 3: Price and Specific Goals

**18.3.1** 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**)**.

**18.3.2** 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**)**<br>- Enterprises owned by at least 51% black people **(5 points)**<br>- EME or QSE or any entity owned by at least 51% women **(5 points)**<br>- EME or QSE or any entity owned by at least 51% youth **(5 points)**<br>- EME or QSE or any entity with at least 51% ownership by people living with disability **(2 points)**<br>- Enterprises located and/or operating within the borders of the Eastern Cape. **(3 points)** | |
| **Total** | 100 |

## 19 GENERAL CONDITIONS OF CONTRACT

**19.1** Any award made to a bidder**(**s**)** under this bid is conditional, amongst others, upon-

**19.2** 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**)**.

**19.3** The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

# 20 SERVICE LEVEL AGREEMENT

**20.1** 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.

# 21 CONDITIONS OF THIS BID

**21.1** 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.

**21.2** ECSECC reserves the right to:

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

**21.2.2** 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**)**.

**21.2.3** Accept part of a bid rather than the whole bid.

**21.2.4** 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.

**21.2.5** 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.

**21.2.6** 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.

**21.2.7** Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.

**21.2.8** Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.

**21.2.9** Not award the bid to the bidder whose financial statements are not in order.

**22.2.10** Award to multiple bidders to spread the risk.

## 22 BIDDER'S DECLARATION

**22.1** The bidders are required to confirm that they will:

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

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

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

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

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

**22.1.6** Avoid fraudulent and misleading advertising, canvassing, and marketing.

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

**22.1.8** 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.

## 23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

**23.1** 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".

**23.1.1** 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;

**23.1.2** 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;

**23.1.3** 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;

**23.1.4** 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;

**23.1.5** 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;

**23.1.6** 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 form, 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;

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

**23.1.8** 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.

## 24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

**24.1** 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.

**24.2** 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.

## 25 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.

## 26 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.

## 27 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.

## 28 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.

## 29 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.

## 30 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.

## 31 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.

## 32 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.

## 33 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.

## 34 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**)**.