



CALL FOR BIDS

BID NO: ECDC

BID SUBJECT: **/ELN/411/082024**

REQUEST FOR PROPOSALS FROM SUITABLE AND EXPERIENCED ICT SOLUTION SERVICE PROVIDERS FOR THE DEVELOPMENT OF AN EASTERN CAPE AGRO INDUSTRY DEVELOPMENT SUPPORT PORTAL FOR THE PERIOD OF 36 MONTHS

Issued by:

Prepared By

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BIDDER NAME:

CSD NUMBER:

CLOSING DATE:	23 SEPTEMBER 2024
CLOSING TIME:	12h00

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SECTION A:
ABBREVIATIONS AND ACRONYMS

B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference

B: DEFINITIONS

Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall

	include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Broad based black empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people.
Broad based black empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any

	other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under a certain value as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of

	bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as "Contract"
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as 'Bid" above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

General Information

1.1 Description of the bid content

The Eastern Cape Development Corporation (ECDC) requires proposals from suitably qualified and competent service provider(s) for the development of an Eastern Cape Agro Industry Development Support Portal.

1.2 Eligibility to Bid /Minimum Requirements

Bidders must ensure that all the required returnable documents and annexures are submitted together with this bid document, fully completed and signed as required in Table 1 below for mandatory returnable and Annexures.

1.3 Estimated Timeline

Activity	Date	Time
Placing of Advert	30 August 2024 ECDC Website, E-Tender Portal and Print Media	N/A
Compulsory Briefing	There will be a non-compulsory briefing meeting on a virtual platform. Details of the briefing session: Date: 10 September 2024 Time: 10:00 AM A LINK WILL BE PROVIDED UNDER THIS BID ON THE ECDC WEBSITE For any enquiries relating to this Bid/Expression of Interest, please email the procurement department at tenders@ecdc.co.za , for the attention of S Matyaleni. Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting an Expression of Interest for ease of communication.	
Last date of questions	16 August 2024	16h30
Final date of submission proposals	23 September 2024	12h00
Validity Period	6 Months	

1.4 Compulsory Briefing Session

There will be a non-compulsory briefing meeting on a virtual platform for this Bid. Please email the procurement department at tenders@ecdc.co.za, attention S Matyaleni.

Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za

1.4.1 Submission of Bid Documents

The entire bid document together with any attachment, annexures must be placed in sealed envelopes labelled clearly as follows:

Bid Reference Number: **ECDC/ELN/411/082024**

Project Name: **REQUEST FOR PROPOSALS FROM SUITABLE AND EXPERIENCED ICT SOLUTION SERVICES PROVIDERS FOR THE DEVELOPMENT OF AN EASTERN CAPE AGRO INDUSTRY DEVELOPMENT SUPPORT PORTAL**

Attention: **S MATYALENI**

Delivered at: **ECDC Head Office at ECDC House,
Ocean Terrace Park, Moore Street,
Quigney, East London, 5201**

All bid documents are to be **completed in permanent ink** and placed in the Bid Box on or before the final date and time of submission of proposals as indicated above.

Important: The Bid Document should not be submitted as loose pages or pages stapled in sections. The Bid Document must be BOUND TOGETHER. ECDC will not be held responsible for pages that go missing during evaluation where the Bid document was not bound together.

NO ALTERATIONS OF THE BID DOCUMENT WILL BE ALLOWED.

One firmly bound original duly signed (**by authorised representative**) bid document and one (1) soft copy (**PDF Copy of the original** duly signed Bid Document) inclusive of these terms and conditions of the original bid document are required to be submitted.

No faxed proposal/bid or proposals/bids sent via e-mail will be accepted. No late submissions will be eligible for consideration by ECDC **QUIGNEY, EAST LONDON.**

The bid box is open on weekdays between 08h00am and 16h30pm.

1.5 Preferential Procurement

This bid and during the time of Request for Quotation the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022 as applicable to Provincial Government Business Enterprises as listed

under Schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time will apply.

1.6 Evaluation Criteria

All submitted Quotations will be evaluated in the following 3 stages:

Pre- Qualification	Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified. Service providers that have passed this will be evaluated on Stage 1.
Stage 1	Involves an evaluation of Functionality only: At this stage Service Provider/Bidders must score a minimum percentage of 80% for functionality AND technical requirements to be shortlisted for further valuation on price and preference points.
Stage 2	Preference point system: In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive price quotations and tenders/bids with a Rand value equal to, or above R2 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.

Pre-Qualification Stage (Mandatory requirements)

Bidders to meet the following Mandatory Requirements to be evaluated:

PRE-QUALIFICATION MANDATORY REQUIREMENTS		
Description	Mandatory Requirement	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD).</p> <p>The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p> <p><u>Directors/Employees in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee. <p>ECDC reserves the right to verify such information from their AO/AA</p> <p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD</p>	Yes	Yes

PRE-QUALIFICATION MANDATORY REQUIREMENTS			
Description		Mandatory Requirement	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. 	Yes	No
3.	<p>Letter of Authority</p> <p>A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances.</p> <ul style="list-style-type: none"> Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf. <p>OR</p> <ul style="list-style-type: none"> Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf. Note: The Letter of Authority MUST be signed by all directors of the Bidder/ Directors that meet the quorum in order for the Letter of Authority to be valid (or a signed Board Resolution authorising the signatory will be accepted – Board Resolution to be signed by the duly authorised individual (Chairperson of the Board/Company Secretary). 	Yes	Yes
4.	<p>Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.</p>	Yes	Yes
5.	<p>Annexure B – Form of offer and acceptance offer (Signed and Completed by delegated authority)</p>	Yes	Yes

PRE-QUALIFICATION MANDATORY REQUIREMENTS			
Description		Mandatory Requirement	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
6.	<p>Annexure C– Pricing Schedule (Signed and Completed by delegated authority)</p> <p>Price quotation from the service provider: (Signed by the Delegated Authority and /or in the Bidder's Letterhead)</p>	Yes	Yes
7.	<p>Annexure D– (SBD 4): Bidders Disclosure (To be Signed and Completed by the Duly Authorised Signatory).</p> <p>Important Note:</p> <ul style="list-style-type: none"> ✓ Bidders should declare all the entities (companies) they have interest (directorship/shareholder/member etc) in whether or not those companies are bidding for this contract ✓ Bidders can check their CSD and CIPC for the companies they have interest in. 	Yes	Yes
8.	<p>Annexure E - Statement of Consent to Data Processing (Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority.</p>	Yes	No (Should be completed before evaluation)
9.	<p>Annexure F– (SBD 6.1.): Preferential Points Claim (Signed and Completed). Preferential Points Claim (Signed and Completed).</p> <p>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</p>	No	No
10.	<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No
11.	<p>Project Methodology</p> <p>The consulting company must clearly outline the approach in the form of a proposal on how the project will be executed. This approach must be supported by an outline project plan identifying the high-level activities to be undertaken, the key project milestones, and an indicative timeframe indicating the duration of the activity.</p>	Yes	Yes

PRE-QUALIFICATION MANDATORY REQUIREMENTS			
Description		Mandatory Requirement	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
12	Hosting of the Platform Platform and Data must be hosted within the borders of South Africa	Yes	Yes
The following will be applicable to Joint Ventures/Consortium Bidders should not that the calculation of points for Joint Ventures/ Consortiums will be calculated in line with the provisions of Circular 02 of 2023/24			
13.	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
14.	Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
15.	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
16.	Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed). Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality. CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document for all JV / Consortium members	No	No
17.	Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.	No	No

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

1.6.1 Stage 1 – Functionality Evaluation Criteria

Involves an evaluation of functionality of the Bidder. The proposals scoring a minimum of **80%** for functionality AND technical requirements points will be short listed for further evaluation. Submissions scoring less than **80%** on **both functionality and technical requirements** will be deemed to be non-responsive.

Description	Functionality Evaluation Criteria	Maximum Score
<p>Track Record and Previous Experience</p>	<p>Bidders are required to demonstrate evidence that the software solution has successfully been implemented.</p> <p>Submit a minimum of three (3) letters of completion and reference letters with contact details to confirm the successful completion of projects in the past 3 years. = 20 points</p> <p>On client's letterhead</p> <ul style="list-style-type: none"> - Description of scope of work - Duration of project - Contact details of contact person <p>More than 3 letters = 20 points 3 letters = 15 points Less than 3 letters = 0 points</p>	<p>20</p>
<p>Methodology</p>	<p>Detailed methodology, Approach and Project Plan to be provided</p> <p>Detailed Methodology and approach = 5 points No detailed Methodology and approach = 0 points</p> <p>Project Implementation Plan with detailed deliverables = 5 points No detailed project implementation plan = 0 points</p> <p>Mobile Application for Verification = 10 points No Mobile Application for Verification = 0 points</p>	<p>20</p>
<p>Readiness</p>	<p>Specialist service provider with existing platforms or similar are sought in this request for proposals</p> <p>Deployment of the portal within 2 months = 30 Deployment of the portal within 2-6 months = 15 Deployment of the portal in 6 months and above = 0</p>	<p>30</p>
<p>Governance</p>	<p>Compliance with relevant Industry Standards including ISO 27001, Protection of Personal Information (POPIA) and Payment Card Industry Data Security Standard requirements</p> <p>Valid certification for Industry Standard requirements and compliance with POPIA = 5 points</p> <p>No Valid certification for Industry Standard requirements and compliance with POPIA = 0 points</p>	<p>5</p>
<p>Key Personnel Experience</p>	<p>Project Manager - min 8 years' experience in managing ICT related projects and Senior Developer- min 8 years' experience in developing any web or mobile applications Agro industry expert – demonstrate relevant experience in agri sector ICT platform development</p> <p>Compliance with all the above requirements = 5 points Non-Compliance with all the above requirements = 0 points</p> <p>(Bidders to submit CVs as evidence of the above detailing achievements / deliverables/ applications)</p>	<p>5</p>
<p>TOTAL POINTS</p>	<p>Minimum Requirement (64)</p>	<p>80</p>

Following the functional requirements, technical capability assessment will be done as per the table below and an 80% score is required for any service provider to proceed further. The service providers are required to complete the column on the process definition for compliance.

Detailed Functional Requirements: Evaluation Table						
Below is a table designed to score the systems based on the detailed functional requirements provided. Each requirement includes specific criteria that the ICT solutions service provider must meet.						
Functional Requirement	Does your system have the capability? [Y/N]	If No, indicate the % gaps	Indicate the estimated time to deliver the capability	Evaluation Criteria (Experience (provide information on experience))	Provide steps for compliance	Maximum Score
1. Integration and Alignment Platform						10
a) Comprehensive platform to integrate and align provincial agro-industry value chain activities. (5)						
b) Enable stakeholders to view the status of agri enterprises, assess market developments, and monitor job creation. (5)						
2. Support for Small-Scale Enterprises and Clustering						10
a) Facilitate the collective delivery of volumes by small-scale enterprises. (5)						
b) Support for clustering and collaborative efforts among small enterprises. (5)						
3. Information Provision for Planning						5
a) Provide detailed industry information for planning purposes to stakeholders, including ECDC, provincial development bodies, and support agencies. (5)						
4. Market and Producer Meeting Platform						10
a) Enable producers and markets to engage on transactions. (5)						
5. Geographic Coverage						5
a) Coverage for both rural and urban areas within the province, ensuring widespread accessibility and use. (5)						
6. Informed Production Planning						5

a) Assist in production planning for producers and local suppliers, linking them with sector players such as distributors, support agencies, and auctioneers. (5)						
7. Agriculture Market Intelligence						40
a) Sales and Marketing: Tools and analytics for effective market engagement. (5)						
b) Farmers: Support for individual farmers and their operations. (5)						
c) Retailers and Distributors: Integration with retail and distribution channels. (5)						
d) Customer Advisory and Industry Support Agencies: Advisory services and support functions. (5)						
e) Input Suppliers: Management of supplies like seeds, fertilizers, and medicine. (5)						
f) 4IR Capabilities: Incorporation of IoT-based solutions for modern agricultural practices. (5)						
g) Data Management and Analytics: Advanced data handling and analytics capabilities for informed decision-making. (5)						
h) Capability to customize and build user-required reports and dashboards based on the requirements of the ECDC and industry. (5)						
8. Country of Origin						10
a) Locally developed or adapted product for South African market. (10)						
9. Security						10
a) Complies with the information security management standards (e.g. ISO 27001) (5)						
b) Secure payment gateway (PCI Standard) (5)						
10. Data Model Configuration						10
a) Enable close-loop traceability and audit reporting. (5)						

b) Data portability (5)						
11. Integration						15
a) Ability to push and pull data from various systems (e.g. loan management, farmer database, legacy systems) via API (10)						
b) Interface with social media platforms such as WhatsApp (5).						
12. Platform						15
a) Accessible via web or mobile device, with mobile device as a priority. (5)						
b) Disaster resilient and easy to recover in case of disaster. Daily backups with periodic disaster recovery testing, with a requirement for a secondary location. (10)						
13. Communication						10
a) Capability to send SMS and/or WhatsApp messages to farmers and value chain stakeholders, including buyers. (10)						
14. Configuration						10
a) Configurable to the policies and procedures of the ECDC and key role players. (10)						
15. Voucher Issuing, Redemption, and Reimbursement						10
a) Ability to issue electronic vouchers to farmers based on program rules set by the ECDC, redeem electronic vouchers on web or mobile application, and enable payments to agricultural input providers within 3-5 days. (10)						
16. Value Chain Management						10
a) Enable coordination and facilitation of services and transactions between farmers and value chain players on web or mobile application. (10)						

17. Extension Officer/Advisor Management Application						10
a) Enable the ECDC to onboard extension officers or advisors and manage program milestones on web or mobile application. (10)						
Total						200

NOTE: SERVICE PROVIDERS THAT HAVE OBTAINED 80% OF FUNCTIONAL AND TECHNICAL REQUIREMENTS WILL BE EXPECTED TO PRESENT/DEMONSTRATE THEIR PLATFORMS TO THE BID EVALUATION COMMITTEE TO CONCLUDE THE EVALUATION PROCESS. FAILURE TO MAKE A PRESENTATION WILL LEAD TO A DISQUALIFICATION.

It is expected that in expanding from the above requirements, the system should provide at the least for the details below:

Requirement	Description
1. User Roles	Ability to register and manage users with different roles (producers, processors, distributors, support organizations).
2. Producers	Publish demand for agricultural products (type, quantity, desired quality). Browse and respond to demand postings from processors
3. Processors	Publish demand for agricultural products (type, quantity, desired quality, pricing model - optional). Browse and respond to offerings posted by producers
4. Support Organizations	Ability to view and analyze market information in an aggregated format (restricted access based on organization type)
5. Communication and Negotiation	A platform for users to directly communicate and negotiate through secure messaging or chat functionalities
6. Transaction Facilitation	Integrate secure payment processing and order management functionalities.
7. Reporting and Analytics	Generate reports on market trends, demand by commodity, offerings by commodity (with appropriate access controls).
8. Data Visualization Tools	Utilize charts, graphs, or interactive dashboards to present market information
9. Security	Implement robust security measures to protect user data and system integrity
10. User Interface (UI) and User Experience (UX)	Design a user-friendly and intuitive interface
11. Scalability and Maintenance	Develop with a scalable architecture and plan for ongoing maintenance
12. Integration	Integrate with existing platforms for data exchange.

1.6.1.1 Only proposals that have achieved the minimum qualifying score for functionality AND technical requirements will be shortlisted to be evaluated further on price and preference points.

1.6.1.2 All proposals that fail to achieve the minimum score will be disqualified.

1.6.1.3 The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100 \text{ Where:}$$

Ps = percentage scored for functionality by proposal under consideration

So = Total score for proposal under consideration

Ms = Maximum possible score

1.6.1.4 The percentages of each member of the evaluation committee shall be added and divided by the number of

members (evaluation committee) to establish the average percentage obtained by each bidder for functionality.

1.8 Alteration or withdrawal of Proposals

Interested Parties may withdraw their proposal by written notification before the Bid Award

1.9 Costs for preparation of proposals/presentations

The costs incurred by interested parties in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the interested party and the ECDC shall in no way be liable to reimburse such costs incurred.

1.10 Ownership of proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, become the owner thereof and the ECDC shall not be obliged to return any proposal.

1.11 Tax Clearance Certificate requirements

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD or SARS prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za

1.12 Confidentiality

1.12.1 The entire process of call for expression of interest/ bid/quotation was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

1.12.2 The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

1.12.3 The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.

1.12.4 Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.13 Inventions Patent and Copyrights

- 1.13.1 The service provider cedes, assigns, and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.
- 1.13.2 Provide ECDC the sole and exclusive right to alter and adapt the work.
- 1.13.3 The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.14 Ethics

- 1.14.1 Any attempt by an interested service provider to obtain confidential information or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the process of examining, evaluating and comparing Bids/Proposals/Interest or Quotations will lead to the rejection of its bid/quotation/proposal/interest in its entirety.
- 1.14.2 The interested service provider must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.15 Competition

- 1.15.1 Bidders/interested service providers and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.15.2 In general, the attention of bidders/interested service provider is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.15.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.15.4 If bidders/interested service provider have reason to believe that competition issues may arise from any submission of a response to this bid/expression of interest they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.15.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this bid/ expression of interest.
- 1.15.6 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

- 1.15.7 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in
- 1.15.8 addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.16 Cancellation of Expression of Interest/Bidding Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals/Expression of Interest and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this Bid/Expression of Interest. The publication of the bid/expression of interest does not commit the ECDC to appoint any of the qualifying Bidders.

1.17 Contract Award/Shortlisting

- 1.17.1 As a guideline regarding the content of the service level agreement, the bidder/interested party is referred to the general conditions of contract of ECDC. The terms and conditions as agreed upon during the negotiations and as approved by the ECDC Delegated Authority will be included in the Service Level Agreement.
- 1.17.2 ECDC reserves the right to award task instruction/s to service providers according to each service provider's location, area/s of capability of the team members, capacity of the team and the availability.
- 1.17.3 Until such time that an appropriate contract has been concluded in writing between the ECDC and the successful Service Provider, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this Bid/proposal/expression of interest.
- 1.17.4 The ECDC will not entertain any request for feedback before the final awarding of the contract.

1.18 Signing of documentation

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

1.19 Supplier Due Diligence

ECDC 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 and requests for additional information.

1.20 Disclaimer

- 1.20.1 This Bid document has been prepared for the purpose of providing information to interested service providers. The provision of any additional information about the organization to the interested service provider, are disclosed and will be made available to enable the prospective service providers to submit comprehensive proposals.
- 1.20.2 Interested service providers are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.
- 1.20.3 The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this EOI document or at any Compulsory briefing session.
- 1.20.4 The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken because of the preparation and dissemination of this EOI request.
- 1.20.5 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the interested service provider to pay penalties and/or damages to ECDC; and
- 1.20.6 The aggregate liability of the interested service provider to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.21 Contact and Communication

- 1.21.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 1.21.2 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.21.3 Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	Sinethemba Matyaleni
Telephone number	043 704 5640
E-mail address	tenders@ecdc.co.za

ETHICS & FRAUD HOTLINE REPORTING CHANNELS

HOTLINE DETAILS

Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	ecdc@behonest.co.za aidc@behost.co.za
SMS Number:	48691
Free Post	BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075
Website Link	www.behonest.co.za
Chat	www.behonest.co.za

1.21.4 Where Service Providers want to report any fraudulent activity/ies they should report to the following

1.21.5 Whilst all due care has been taken in connection with the preparation of this bid, ECDC 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. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

1.21.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

1.21.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

1.21.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of 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.

SECTIONS C
TERMS OF REFERENCE / BID SPECIFICATIONS

ABOUT ECDC

About the Eastern Cape Development Corporation

VISION

A leader in facilitating inclusive sustainable economic growth.

MISSION

To promote and coordinate inclusive economic development through innovative finance and investment solutions.

OUTCOMES/ STRATEGIC OBJECTIVES

1. Competitive and sustainable micro, small and medium enterprises (MSME) sector that contributes to the socio-economic development of the Eastern Cape
2. A growing diversified and inclusive economy
3. A sustainable ECDC that offers competitive products and services.

Background

The Eastern Cape Development Corporation, in line with its mandate of coordinating economic development, trade and investment in the province is supporting activities aimed at ensuring inclusive agro industry development in the province. The support is provided in the form of facilitating development, providing development finance and enterprise support in line with the priority sectors as per the Provincial Economic Development Strategy, of which agro industry is but one of the sectors. The objective for the agro industry development is an inclusive and growing sector for local and regional economic development as well job creation in the province.

Currently, the province is struggling to produce its food requirements as a result some agricultural products are trucked in for the local market and retailers, such that at the Fresh Produce Markets about 70-80% of the products traded daily on the market floor is sourced from outside the Eastern Cape province. This comes with lost opportunities in terms of jobs and revenue generation for the local economy. This scenario is occurring while the provincial government has been and still investing millions of rands in agriculture development focussing on developing and small-scale farmers on an annual basis. The province is dominated by small-scale farmers who struggle to sell their products while the buyers (agro processors, retailers, hotels, government hospitals) need agricultural products and some end up importing the products from other provinces. Of importance for the buyers is the consistent availability of quality products in the required volumes.

However, for the developing farmers, the intelligence on the demand and specification of agricultural products is of critical importance thus ensuring sustainability through informed production planning. Therefore, for the sector to grow, farmers need to know what the market wants to plan production, accordingly, thereby produce the right products, provided with the relevant technical and financial support for them to run successful enterprises. The successful enterprises with informed production plans will assist the Development Finance Institutions (DFIs) who are providing funding to the farmers for inputs and working capital as they have been challenged by varying degrees of success linked with repayments.

The ECDC has appreciated the value of Information Technology and Communication (ICT) in providing solutions for linking industry players as part of digitising transactions while ensuring integration and alignment for value chain optimisation. The ECDC is therefore seeking to appoint suitable, competent and experienced ICT solutions service provider for the development of a system providing a platform for integration and alignment of the provincial agro industry value chain activities for impact which can be viewed in terms of agri enterprises including their status (whether formal or informal as well their progression towards sustainability), available markets/markets

developed/accessed/revenue generated/jobs created. The systems should consider that the sector is dominated by small-scale enterprise who will struggle to deliver the volumes individually but collectively can realise the scales thus providing the foundation for clustering. Therefore, the system should be able to provide information about the industry for planning purposes by the relevant sector stakeholders which include the likes of ECDC and the provincial development of agriculture as well as other support agencies for the sector. The solution is intended to close the gap between all the sector players and providing a meeting platform for the producers and the market to make informed transactions. This platform should be able to cover the geographic spread of the province where there are rural and urban areas. The intended outcome is informed production planning for the producers and local suppliers for the market (agri-processors and markets) while linking all sector players such as distributors, support agencies, auctioneers, and support agencies to create an opportunity to grow Province's economy. The elements of the Market Intelligence are presented as per figure below are to be covered in providing the solution:



Figure 1: Elements of a market intelligence (adapted from Anju Yadav & Meena, 2020.p 132)

1.3. Scope of Services Required /Goods required.

The ECDC is looking for an experienced ICT specialist service provider for the development of digital platform for the Eastern Cape Agro industry development support programme.

The professional service provider is expected to perform the following tasks:

- Design and develop a software/platform for the integration and alignment of agro industry players (producers, processors, retailers and support agencies (technical and financial) as well as distributors) for the sector development providing for the following:
 - Create a linkage of the market developments with the government programmes aimed at developing local producers and agro processors
 - Provide an opportunity for identification of leakages with the value chains of critical importance in the province
 - Create linkage of the portal with other market information databases which include exports and imports of agricultural and processed agricultural products in the province as well as the country.
 - Create linkages with agro industry support organisations for informed production support of enterprises in the sector.

- Create linkages with the linkages with other industry players (distributors, auctioneers, industrial properties and farms including agents where possible) for responsive support to the sector
- Provide support towards the management of the portal/service by the ECDC including post implementation support provision.
- In developing and rolling out the portal, the service provider is expected to follow a phased approach which is structured as follows:

- Phase 1 (Pilot) requirements:

Value chain	Vegetable production
Number of Districts	1
Number of farmers	600 farmers
Area radius	50km
Number of off takers	10
District	OR Tambo District Municipality

- Phase 2 requirements:

Value chain	Vegetable and wool/mohair production
Number of districts	2
Number of farmers	1000
Area radius	100km
Number of off takers	20
District	TBC

- Phase 3/ Full scale requirements:

Value chain	Vegetable wool/mohair and livestock production including veterinary services
Number of districts	All
Number of farmers	5000
Number of off takers	>20
District	Province wide

1.4. Deliverables

The professional service provider is expected to deliver the following:

1.4.1. A Digital platform providing for the linkage of farmers, markets and support agents in the agricultural sector in the Eastern Cape Province

1.4.2. A pilot report on the performance of the portal as per the approach provided above on the objectives section

1.4.3. A post implementation support plan for the entity during the roll-out stage of the platform

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

- 1.1 Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 1.2 The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 1.3 The Service providers shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

2. Obligation to perform and sub-contracting (Sub –Contracting)

- 2.1 The service provider shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the EOI. Such notification, in the original EOI or later, shall not relieve the interested service provider from any liability or obligation under the contract.
- 2.2 The interested service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

3. ECDC facilities

- 3.1 Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cellphone, fax and computer facilities to perform the services.
- 3.2 The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:
- 3.3 Abide by the health, safety and security measures as prescribed by ECDC from time to time.
- 3.4 To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

4. Force majeure

- 4.1 If a force majeure situation arises, the bidder/interested service provider shall promptly notify ECDC in writing of such condition and the cause thereof. Unless otherwise directed by ECDC in writing, the bidder/interested service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

5. Insurance

5.1 The service provider shall be fully insured in a freely convertible currency against loss or damage incidental to the service provided and public liability.

6. Responsibility to perform.

6.1 Delivery of the goods and performance of services shall be made by the service provider in accordance with the time schedule prescribed by ECDC in the contract/task instruction.

6.2 If at any time during performance of the contract, the bidder/panel member or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder/panel member shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's/panel member's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's/panel member's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

6.3 ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

6.4 A delay by the bidder/panel member in the performance of its delivery obligations may render the bidder liable to the imposition of penalties unless an extension of time is agreed upon without the application of penalties.

6.5 ECDC reserves the right to re-issue the task instruction should the panel member (service provider) delay in performance of the works.

6.6 ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

6.7 ECDC may also consider termination of the contract.

7. Duration of the contract

7.1 It is anticipated that the appointment/shortlisting will be made during end **November 2024** which will result in the signing of a Service Level Agreements with the panel service providers.

7.2 The project has a duration of 36 months.

7.3 Upon any delay beyond the delivery period in the case of provision of works as per the scope of work above ECDC shall, be entitled to cancelling the contract, if the action is deemed to be in the interest of ECDC.

7.4 Work may only be commenced by service providers acknowledgement of receipt of a written task instruction by ECDC and once an order for the task instruction has been generated.

8. Payments and tax

- 8.1 Payments shall only be made in accordance with the standard rates as negotiated and agreed upon during the negotiation and award stage of the bid. Payments will not be processes where written task instructions have not been issued by ECDC. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the standard rates negotiated and agreed upon by the panel service providers, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.
- 8.2 ECDC will re-imburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation. This will only be permitted in line with the terms and conditions as agreed upon during the negotiation and award stage of the bid and as agreed upon in the task instructions issued by ECDC.
- 8.3 The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.
- 8.4 Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- 8.5 The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.
- 8.6 Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.
- 8.7 A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- 8.8 A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

9. VALUE ADDED TAX (VAT)

- 9.1 **Prices quoted by VAT Vendors MUST be inclusive of VAT** and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1) be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price.
- 9.1.1 In all instances where bidders (including VAT Vendors) have excluded VAT from the prices quoted, such prices must be evaluated excluding VAT and if the bidder is successful, the letter of award of contract will state that the price at which the contract is awarded is exclusive of VAT and the VAT will not be added on at any stage. **The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.**

9.1.1.1 **Prices quoted by non-VAT Vendors MUST NOT include VAT.** However non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover to be above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Services (SARS) as VAT Vendors. The award of such a contract would be conditional pending the successful Bidder submits proof of registration as a VAT Vendor with SARS.

ANNEXURES

ANNEXURE A: SUPPLIER INFORMATION

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-compliant.

Legal Name of Bidder: (Same as CSD)			
Trading Name of Bidder: (Same as CSD)			
Registration Number (Same as CSD)			
Physical Address			
Postal Address			
Contact Person			
Title/Position in the Firm			
Mobile Number			
Bidder Telephone Number			
Facsimile Number			
Email Address of Contact Person			
Email Address of Bidder			
VAT Registration Number (Same as CSD)			
Central Supplier Database Number			
Is the Accredited Representative in South Africa for the Goods /Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
Is the Entity a resident of the Republic of South Africa (RSA)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No

Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have any source of income in the Republic of South Africa	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the answer is “No” to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register

VERY IMPORTANT
Directors/Employees in the Service of State

Where a person within the Bidding Entity is an Employee of the State, Bidder should

- a)** submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- “the PFMA”)
- b)** submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee

ECDC reserves the right to verify such information from their AO/AA

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR QUOTATION AND ACKNOWLEDGE

THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure B: Form of Offer and Acceptance Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of Eastern Cape Development Corporation

Failure on the part of a bidder to fill in as required, sign this form and submit a letter of authority of the signatory will lead to the Bid being disqualified.

PROJECT: REQUEST FOR PROPOSALS FROM SUITABLE AND EXPERIENCED ICT SOLUTION SERVICE PROVIDERS FOR THE DEVELOPMENT OF AN EASTERN CAPE AGRO INDUSTRY DEVELOPMENT SUPPORT PORTAL

Bid No: ECDC/ELN/411/082024

The tenderer, identified in the offer signature block, has examined the documents listed and requested in this Quotation and all returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions identified in this Quotation.

The offered price for the supply of goods and services, inclusive of value added tax carried forward from: **Summary of Fees**, is.

R (In figures)

Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
And: whose registration number is:

.....
And: whose income tax reference number is:

.....
Trading under the name and style of:

.....

<p>AND WHO IS:</p> <p>Represented herein, and who is duly authorized to do so, by:</p> <p>Mr/Mrs/Ms/Dr/Prof:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p>	<p>Note:</p> <p>A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.</p>
--	---

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

The tenderer elects as its *domicilliumcitandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

.....

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

--

Annexure D: BIDDER'S DISCLOSURE (SBD4)

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive.

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state? Yes No

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? Yes No

- If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? Yes No

- If so, furnish particulars:

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 5.1 I have read and I understand the contents of this disclosure;
- 5.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 5.5 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 5.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 5.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 5.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 5 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA
SCM INSTRUCTION 05 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

ANNEXURE E: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____(full names of the **client/applicant**),

Identitynumber _____ (“**the applicant**”)

do hereby grant my consent to the Eastern Cape Development Corporation (“the ECDC”) and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.

- 2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
- 3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
- 4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
- 5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document.**
- 6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
- 7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
- 8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
- 9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**
- 10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

SIGNATURE of the DELEGATED AUTHORITY		DATE	
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Annexure F: SBD 6.1 Preference Point Claim in terms of the Preferential Procurement Regulations 2022

SBD 6.1: Complete in full and sign

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1 GENERAL CONDITIONS

1.4 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.5 Principle applicable for this tender /quotation is:

- a) The value of this bid is estimated to be from R1 million but not exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.6 Points for this tender shall be awarded for:

- (i) Price; and
- (ii) Specific Goals.

1.7 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
51% and above black owned enterprise	10
Eastern Cape based supplier	5
51% and above women owned enterprise	3
51% and above youth owned enterprise	2
Total points for Price and SPECIFIC GOALS	100

1.8 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2 DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

2.2. PROCUREMENT

2.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point

system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS				
51% and above black owned enterprise		10		
Eastern Cape based supplier		5		
51% and above women owned enterprise		3		
51% and above youth owned enterprise		2		
SPECIFIC GOALS		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

3.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

ANNEXURE G : National Treasury General Conditions of Contract will apply