



CALL FOR BIDS

BID NO: ECDC /ELN/402/052024

BID SUBJECT: APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS FOR THE PROVISION OF DOMESTIC AND INTERNATIONAL TRAVEL MANAGEMENT, HOSPITALITY AND RELATED SERVICES FOR A PERIOD OF 36 MONTHS

The Request for Services (Returnable) – This Document

Service Providers are requested to please indicate by ticking below the area of expertise they wish to be evaluated and shortlisted for: Failure to indicate may result in ECDC not being able to evaluate the service provider.

- Domestic travel, hospitality, car hire and related travel management services
- International travel hospitality, car hire and related travel management services

Issued by:

Prepared By:

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BIDDER NAME :

CSD NUMBER:

CLOSING DATE:	14 JUNE 2024
CLOSING TIME:	12h00

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Board Members: V Jarana (Chairperson) • S Somdyala (Deputy Chairperson)
 N Pietersen • S Siko • M Makamba • P Bono • T Cumming • B Mhlubulwana • X Titus • A Wakaba (CEO)

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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
CSD	National Treasury Central Supplier Database for South African Government
OEM	Original Equipment Manufacturer
DPSA	Department of Public Service and Administration
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.

**SECTION A:
ABBREVIATIONS AND ACRONYMS**

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

**SECTION A:
ABBREVIATIONS AND ACRONYMS**

	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: <ul style="list-style-type: none"> ▪ 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 – <ul style="list-style-type: none"> ○ 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: <ul style="list-style-type: none"> ▪ 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 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
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: <ul style="list-style-type: none"> ▪ 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.

SECTION A: ABBREVIATIONS AND ACRONYMS	
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 way 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

1. General Information

1.1 Description of the bid content

Eastern Cape Development Corporation (ECDC) wishes to engage with competent service providers to form a panel of five travel agents to provide domestic and international travel management, hospitality and related services to the ECDC.

1.2 Eligibility to bid/Minimum Requirements

1.2.1 Domestic travel and hospitality management

- The Service Provider should be available during office hours, and after office hours; i.e. twenty four hours and seven days a week – The Service Provider must submit details of how they will be able to meet this requirement.
- Only Service Providers who are members of ASATA (Association of South African Travel Agents) who are in good standing will be considered for the bid (Attach valid Certificates)
- **Note:** ECDC reserves the right to verify the validity of the membership with ASATA as at the time of the closing date of bid and during the validity period of the bid.
 - Should the validity of the registration/membership or the Service Provider expire or be deregistered during the valuation and adjudication of the bid and during the duration of the contract period, it is required that the Service Provider provides an updated valid registration certificate. If they are unable to provide a valid registration certificate, their bid will be unresponsive or the contract will be terminated.

1.2.2 International travel and hospitality management

- Service Provider should be available during office hours, and after office hours; i.e. twenty four hours and seven days a week – The Service Provider must submit details of how they will be able to meet this requirement.
- Only Service Providers who are members of IATA (International Air Transport Association) and ASATA (Association of South African Travel Agents) who are in good standing will be considered for the bid (Attach valid Certificates)
- **Note:** ECDC reserves the right to verify the validity of the membership with IATA and ASATA as at the time of the closing date of bid and during the validity period of the bid.
 - Should the validity of the registration/membership or the Service Provider expire or be deregistered during the valuation and adjudication of the bid and during the duration of the contract period, it is

required that the Service Provider provides an updated valid registration certificate. If they are unable to provide a valid registration certificate, their bid will be unresponsive or the contract will be terminated.

1.3 Estimated timeline

Activity		Date	Time
1	Placing of Advert	24 May 2024 – ECDC Website, Print Media and E-Tender	12h00
2	Compulsory Briefing Meeting	<p>There will be a Compulsory briefing meeting.</p> <p>Details of the briefing session:</p> <p>Venue: ECDC Head Office Auditorium Moore Street Quigney 5200</p> <p>Date of the briefing session : 05 June 2024</p> <p>Time of the briefing session: 11:00 AM</p> <p>For any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention S. Matyaleni. Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za</p>	
3	Last day of questions	07 June 2024	N/A
4	Final date of submission of bids	14 June 2024	12h00
5	Bid Validity	6 months	

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

Any time or date in this bid is subject to change at ECDC's discretion. The establishment of a time or date in this bid does not create an obligation on the part of ECDC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if ECDC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

1.4 Compulsory Briefing Session

There will be a briefing meeting. For any enquiries relating to this Bid, please email the ECDC procurement department at tenders@ecdc.co.za for attention S Matyaleni and quote the Bid Number.

Communication with the Bidders and any clarity, queries of the Bid and answers to the queries will be posted on the website at www.ecdc.co.za and will also be communicated to the bidders via email where the Bidder has indicated to ECDC that they are interested in submitting a bid.

Very Important

Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting this bid stating the following:

- ✓ Bid Number
- ✓ Name of the Bidder
- ✓ Contact Person
- ✓ Contact Details

1.5 Submission of Bid Documents

All duly signed and completed bid documents (including USB or CD) together with any attachments or annexures must be placed in sealed envelopes labelled clearly as follows:

Bid Reference Number: **ECDC/ELN/400/042024**

Project Name: **APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS FOR THE PROVISION OF DOMESTIC AND INTERNATIONAL TRAVEL MANAGEMENT, HOSPITALITY AND RELATED SERVICES FOR A PERIOD OF 36 MONTHS.**

Attention: **S MATYALENI**

Delivered at: **ECDC HEAD OFFICE AT ECDC HOUSE,
OCEAN TERRACE PARK, MOORE STREET,
QUIGNEY, EAST LONDON.**

IMPORTANT

All bid documents are to be placed in the Bid Box on or before the final date and time of submission of proposals as indicated above in 1.3 (4) above.

One original duly signed (**authorised representative**) and firmly bound bid document inclusive of these terms and conditions of the original proposals are required to be submitted.

No faxed proposal or proposals sent via e-mail will be accepted. No late submissions will be eligible for consideration by ECDC.

The bid box is open on weekdays between 08h00 and 16h30.

1.6 Preferential Procurement

This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022 as applicable to provincial government business enterprises as listed under schedule 3D of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time as it is a panel.

1.7 Evaluation Criteria

This bid will be evaluated in the following stages:

Stage 1	Pre-Qualification (Mandatory Requirements)	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
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Stage 2	Functionality	<p>Involves an evaluation of functionality only –</p> <p>The proposals scoring a minimum of 70% for functionality points will be short listed to this panel and will be invited on a quotation basis, based on their area of expertise that they have been shortlisted to when the need arises. Submissions scoring less than 70% will be deemed to be non-responsive.</p> <p>ECDC reserves the right to limit the number of service providers on the panel.</p>
Stage 3	Preferential Procurement points for Pricing	Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

1.7.1 Bid Validity Period

Responses to this tender received from bidders will be valid for a period of **Six (6) Months** counted from the closing date of the tender

1.7.2 Pre-Qualification – Stage 1 (Mandatory Requirements)

Bidders to meet the following Mandatory Requirements in order to be evaluated on stage 2;

STAGE 1: Table 1: Mandatory Requirements

Description	Mandatory Requirement for Award	Disqualification if not submitted
<p>1 Bidders must be registered on the National Treasury Central Supplier Database (CSD). 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 bidders 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</p>	Yes	Yes

Description	Mandatory Requirement for Award	Disqualification if not submitted
<p>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> <ul 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>		
<p>2</p> <p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> • Bidders must ensure compliance with their tax obligations. • 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. • Bidders will be required to submit their unique personal identification number (PIN) issued by SARS to enable ECDC to view the Taxpayers profile and tax status prior to award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. <p>In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a</p>	Yes	Yes

Description	Mandatory Requirement for Award	Disqualification if not submitted
	proof of Tax Compliance Status and each party will be verified on the CSD.	
3	<p>Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted – Board Resolution to be signed by an authorised individual).</p>	Yes
4	Annexure A – Supplier Information (SBD 1) (Completed and signed by the delegated authority)	Yes
5	Annexure B - Area of expertise which the bidders are bidding for (Domestic and/or international)	Yes
6	Annexure C - Experience and qualification of key personnel	No, as long as we can determine it elsewhere within the document
7	Annexure D - Supplier performance assessment	Yes
8	Annexure E - (SBD 4): Bidder's Disclosure (bidder); (Signed and Completed by delegated authority)	No
9	Annexure F – Preference Point Claim in terms of the Preferential Procurement Regulations 2022 (Signed and Completed by delegated authority)	No
10	Attach a valid Original or Certified copy of original B-BBEE Certificate from an accredited verification agency or a valid Original or Certified Copy of valid B-BBEE Sworn Affidavit from a Commissioner of Oath.	No
11	<p>For bidders of international travel and hospitality services – A Certified copy of valid International Air Transport Association (IATA) membership certificates of Service Provider</p> <p>Note: ECDC reserves the right to verify the validity of the membership with IATA as at the time of the closing date of bid and during the validity period of the bid.</p> <p>Should the validity of the registration/membership or the Service Provider expire or be deregistered during the</p>	Yes

Description		Mandatory Requirement for Award	Disqualification if not submitted
	<p>valuation and adjudication of the bid and during the duration of the contract period, it is required that the Service Provider provides an updated valid registration certificate. If they are unable to provide a valid registration certificate, their bid will be unresponsive or the contract will be terminated.</p> <p>For bidders of domestic travel and hospitality services – A Certified copy of valid Association of South African Travel Agents (ASATA) membership certificates of Service Provider</p> <p>Note: ECDC reserves the right to verify the validity and good standing of the membership with ASATA as at the time of the closing date of bid and during the validity period of the bid.</p> <p>Should the validity of the registration/membership or the Service Provider expire or be deregistered during the valuation and adjudication of the bid and during the duration of the contract period, it is required that the Service Provider provides an updated valid registration certificate. If they are unable to provide a valid registration certificate, their bid will be unresponsive or the contract will be terminate.</p>		
The following will be applicable to Joint Ventures/Consortium			
12	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
13	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
14	<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.</p> <p>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).</p>	Yes	Yes

NOTE 1:KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

NOTE2 : Successful bidder’s Supplier Information, Bidders Disclosure, Location will be valid for three months and in the event that there is a change or three months has lapsed they will be updated and will be taken into consideration when RFQ’s are issued.

Stage 2 – Functionality Evaluation Criteria

Involves an evaluation of functionality –

The proposals scoring a minimum of 70% for functionality points will be short listed to this panel and will be invited on a proposal and quotation basis, based on their area of expertise that they have been shortlisted to when the need arises. Submissions scoring less than 70% will be deemed to be non-responsive.

ECDC reserves the right to limit the number of service providers on the panel to five. (ECDC will limit the number of service providers by using highest functionality points.)

PROVISION OF DOMESTIC AND INTERNATIONAL TRAVEL MANAGEMENT AND RELATED SERVICES

1. CRITERIA FOR FUNCTIONALITY – DOMESTIC TRAVEL MANAGEMENT AND RELATED SERVICES	
A. EXPERIENCE OF THE KEY PERSONNEL	
<p>Experience of the Operational Staff</p> <p>The team consists of at least the members as listed below. Each team member (as per the requirement for scoring eligibility) is to have at a minimum, a National Diploma or NQF Level 6 qualification in the Travel Management Field. (Submit detailed break-down of the team and CV's of the individual team members clearly defining their responsibilities in this project and their respective qualifications.)</p> <ul style="list-style-type: none"> • Domestic Travel: <ul style="list-style-type: none"> ○ Account Manager ○ Minimum of 3 (Three) Travel Consultants <p>Scoring:</p> <ul style="list-style-type: none"> • Account Manager with domestic travel experience = up to 15 points • Submission of team members as required above = 5 points per Travel Consultant who meet the criteria – up to 15 points • Non submission = 0 points <p><u>Account Manager:</u> Years of experience in domestic travel management of the Account Manager. Submit CV indicating the years of experience in domestic travel management and related services. Points will be allocated if the Account Manager has at least 5 years experience in Local Travel Management respectively. Years experience of the Account Manager:</p> <ul style="list-style-type: none"> • More than nine(9) years = 15 points • More than seven(7) years up to nine(9) years = 12 points • More than five (5) years up to seven(7) years = 9 points • At least five (5) years = 6 points <p><u>Documents to be submitted for Scoring:</u> Service Provider to submit organogram with CV's (or Complete Annexure C) of the individuals with valid accreditation/ training certificate or qualifications for the provision of travel management and related services.</p>	<p>15</p>
<p><u>Travel Consultants:</u></p> <p>Years of experience in domestic travel management of the Travel Consultants (Points will be aggregated). Submit CV indicating the years of experience in domestic travel management and related services. Points will only be allocated if there are a minimum of 3 Travel Consultants who have at least 2 years experience individually.</p> <ul style="list-style-type: none"> • At least 3 travel consultants, each with at least 5 years and above = 15 points each • At least 3 travel consultants, each with at least 4 years = 10 points each • At least 3 travel consultants, each with at least 3 years = 5 points each • At least 3 travel consultants, each with at least 2 years = 2 points <p><u>Documents to be submitted for Scoring:</u></p>	<p>15</p>

1. CRITERIA FOR FUNCTIONALITY – DOMESTIC TRAVEL MANAGEMENT AND RELATED SERVICES	
Service Provider to submit organogram with CV's (or Complete Annexure C) of the individuals with valid accreditation/ training certificate or qualifications for the provision of travel management and related services.	
B. EXPERIENCE AND TRACK RECORD – Provide reference letters from previous clients	
Experience and track record of the business:	<u>30</u>
<p>Number of years' experience in the domestic travel, hospitality and related services rendered to public sector and/or corporate institutions</p> <ul style="list-style-type: none"> • At least five (5) years' experience = 10 • At least seven (7) years' experience = 14 • At least nine (9) years' experience = 18 • At least eleven (11) years' experience = 22 • At least thirteen (13) years' experience = 26 • At least fifteen (15) years' experience = 30 <p>The company must submit a CIPC report showing when the business was established and operated within the domestic travel, hospitality and related services industry.</p>	
<p>Track Record of Service Provider (Provide reference letters from at least three (3) contactable existing/recent clients (within the past 3 years) with at least 1600 transactions (travel volume) <i>per annum</i>. ECDC's total number of transactions (travel volume) <i>per annum</i> is approx. 2000 (See para 2.2. The letter must include: company name, contact name, address, phone number, and duration of contract, total number of transactions (travel volume) per annum, a brief description of the services that you provided.</p> <ul style="list-style-type: none"> • No appointment letters will be accepted, it must be a reference letter. • The following scoring matrix will be used to evaluate this criterion: <ul style="list-style-type: none"> ○ No reference letters = 0 points ○ 3 reference letters = 6 points ○ 4 reference letters = 8 points ○ 5 or more reference letters = 10 points 	10
<p>Customer Service Evaluation– Service Provider to submit signed and/or stamped performance evaluation form from client (See Annexure D, form attached)</p> <ul style="list-style-type: none"> • Poor = 0 points • Satisfactory = 5 points • Good = 7 points • Excellent = 10 points 	10
C. FINANCIAL CAPACITY	
Documents to be Submitted	5
<p>Submission of latest Audited Annual Financial Statements and/or Latest Management Accounts.</p> <p>Scoring: Service Provider runs a profitable business</p> <ul style="list-style-type: none"> • Surplus on the Statement of Comprehensive Income = 5 points • Deficit on the Statement of Comprehensive Income = 0 points • Non submission of Annual Financial Statements or Management Accounts = 0 points 	

Cash flow solvency (liquidity): Current Ratio: <ul style="list-style-type: none"> • Current ratio of 2:1 = 15 points • Current ratio of 1:1 and 2:1 = 10 points • Current ratio of less than 1 = 0 points 	15
Total Points	100

2. INTERNATIONAL TRAVEL MANAGEMENT TEAM EXPERIENCE

2. CRITERIA FOR FUNCTIONALITY – INTERNATIONAL TRAVEL AND RELATED SERVICES	
A. EXPERIENCE OF THE KEY PERSONNEL	
<p>Experience of the Operational Staff</p> <p>The team consists of at least the members as listed below. Each team member (as per the requirement for scoring eligibility) is to have at a minimum, a National Diploma or NQF Level 6 qualification in the Travel Management Field. (Submit detailed break-down of the team and CV's of the individual team members clearly defining their responsibilities in this project and their respective qualifications.)</p> <ul style="list-style-type: none"> • International Travel: <ul style="list-style-type: none"> ○ Account Manager ○ Minimum of 3 (Three) Travel Consultants <p>Scoring:</p> <ul style="list-style-type: none"> • Account Manager with international travel experience = up to 15 points • Submission of team members as required above = 5 points per Travel Consultant who meet the criteria – up to 15 points • Non submission = 0 points <p><u>Account Manager:</u> Years of Experience in International Travel Management of the Account Manager. Submit CV indicating the years of experience in International Travel Management and Related Services. Points will be allocated if the Account Manager has at least 5 years experience in International Travel Management respectively. No points will be allocated above 6 (six) points if the Account Manager does not have experience beyond 5 years</p> <ul style="list-style-type: none"> • More than nine(9) years = 15 points • More than seven(7) years up to nine(9) years = 12 points • More than five (5) years up to seven(7) years = 9 points • At least five (5) years = 6 points <p><u>Documents to be submitted for Scoring:</u></p> <p>Service Provider to submit organogram with CV's (or Complete Annexure C) of the individuals with valid accreditation/ training certificate or qualifications for the provision of travel management and related services.</p>	15
<p><u>Travel Consultants:</u></p> <p>Years of Experience in International Travel Management of the Travel Consultants (Points will be aggregated). Submit CV indicating the years of experience in International Travel Management and Related Services. Points will only be allocated if there are a minimum of 3 Travel Consultants who have at least 2 years experience individually.</p> <ul style="list-style-type: none"> • At least 3 travel consultants, each with at least 5 years and above = 5 points each • At least 3 travel consultants, each with at least 4 years = 4 points each 	15

2. CRITERIA FOR FUNCTIONALITY – INTERNATIONAL TRAVEL AND RELATED SERVICES	
<ul style="list-style-type: none"> At least 3 travel consultants, each with at least 3 years = 3 points each <p>At least 3 travel consultants, each with at least 2 years = 2 points</p> <p><u>Documents to be submitted for Scoring:</u></p> <p>Service Provider to submit organogram with CV's (or Complete Annexure C) of the individuals with valid accreditation/ training certificate or qualifications for the provision of travel management and related services.</p>	
B. EXPERIENCE AND TRACK RECORD – Provide reference letters from previous clients	
<p><u>Experience and track record of the business:</u></p> <p>Number of years' experience in the international travel, hospitality and related services rendered to public sector and/or corporate institutions</p> <ul style="list-style-type: none"> At least five (5) years' experience = 10 At least seven (7) years' experience = 14 At least nine (9) years' experience = 18 At least eleven (11) years' experience = 22 At least thirteen (13) years' experience = 26 At least fifteen (15) years' experience = 30 <p>The company must submit a CIPC report showing when the business was established and operated within the international travel, hospitality and related services industry.</p>	30
<p>Track Record of Service Provider (Provide reference letters from at least three (3) contactable existing/recent clients (within the past 3 years) with at least 1600 transactions (travel volume) <i>per annum</i>. ECDC's total number of transactions (travel volume) <i>per annum</i> is approx. 2000 (See para 2.2. The letter must include: company name, contact name, address, phone number, and duration of contract, total number of transactions (travel volume) per annum, a brief description of the services that you provided.</p> <ul style="list-style-type: none"> No appointment letters will be accepted, it must be a reference letter. The following scoring matrix will be used to evaluate this criterion: <ul style="list-style-type: none"> No reference letters = 0 points 3 reference letters = 6 points 4 reference letters = 8 points 5 or more reference letters = 10 points 	10
<p>Customer Service Evaluation– Service Provider to submit signed and/or stamped performance evaluation form from client (See Annexure D, form attached)</p> <ul style="list-style-type: none"> Poor = 0 points Satisfactory = 5 points Good = 7 points Excellent = 10 points 	10
C. FINANCIAL CAPACITY	
<p>Documents to be Submitted</p> <p>Submission of latest Audited Annual Financial Statements and/or Latest Management Accounts.</p> <p>Scoring: Service Provider runs a profitable business</p> <ul style="list-style-type: none"> Surplus on the Statement of Comprehensive Income = 5 points Deficit on the Statement of Comprehensive Income = 0 points Non submission of Annual Financial Statements or Management Accounts = 0 points 	5

2. CRITERIA FOR FUNCTIONALITY – INTERNATIONAL TRAVEL AND RELATED SERVICES	
Cash flow solvency (liquidity): Current Ratio: <ul style="list-style-type: none"> • Current ratio of 2:1 = 15 points • Current ratio of 1:1 and 2:1 = 10 points • Current ratio of less than 1 = 0 points 	15
Total Points	100

Stage 3 : Preferential Procurement Points – Pricing

Notes:

1. Bidders must not change the number of transactions, estimated cost per service or the estimated total cost.
2. Bidders must use these estimates to apply the % fee which they would like to bid for.
3. Bidders may include an administration fee if applicable
4. Bidders must complete this table and indicate the total estimated cost to ECDC by adding the values determined for column A plus column B plus column C as per the table below.
5. Bidders must only complete the sections for the services which they are bidding for ie domestic or international or both.

Service Category	Number of Transactions FY 2022/23	Estimated Cost per service (Incl VAT)	A	Fee applied by bidder per transaction (% or fixed rate)	B	C	Total Estimated cost to ECDC (A + B + C)
			Estimated total cost Inc VAT)		Total Fee applied by bidder	Any admin fee applied by bidder (If applicable)	
DOMESTIC TRAVEL AND RELATED SERVICES							
Travel services							
Air travel – Domestic	497	3 500	1 739 500				
Car Rental and related services – Domestic	634	1 750	1 109 500				
Shuttle Services – Domestic	42	750	31 500				
Accommodation – Domestic	807	2 500	2 017 500				
Conferences/Events (including décor & catering related and similar services) 1 - 50 attendees	2	250 000	500 000				
Conferences/Events (including décor & catering related and similar services) 50 - 100 attendees	2	500 000	1 000 000				
Conferences/Events (including décor & catering related and similar services) 100 - 200 attendees	2	1 000 000	2 000 000				
Insurance	34	1 250	42 500				
Specific administrative services							
Air Travel - Domestic & Regional (re-issue)	10						
Air Travel - Domestic Refunds	10						
Changes to bookings	10						
Cancellations of any bookings	10						
After hours services	15						
Forex	20						
Total value for domestic travel and hospitality		2 095					
INTERNATIONAL TRAVEL AND RELATED SERVICES							
Air Travel - International	129	35 000	4 515 000				
Shuttle Services – International	30	1 500	45 000				
Accommodation - International	50	12 000	600 000				
Transfers - International	34	1 500	51 000				
Train - International	5	1 750	8 750				
Insurance	34	2 500	85 000				
Visa	30	1 500	45 000				
Forex	-		-				
Specific administrative services							
Air Travel - International (re-issue)	5						
Air Travel - International & Regional Refunds	10						
Visa Assistance	30						
Visa Assistance (provision of documents and advice)	30						
Visa Assistance (courier services for travel docs, visa & sms notifications)	30						
Changes to bookings	10						
After hours services	15						
Cancellations of any bookings	10						
Total value for international travel and hospitality		312					
Grand Total for domestic and international travel and hospitality		2 407					

Table 1 - Estimates to be used to determine total cost to ECDC

Travel Volumes

The current total volumes per annum for ECDC include air travel, accommodation, car hire, forex, conferences, etc. The table below details the number of transactions for the FY 2022/2023 as follows:

Service Category	Number of Transactions FY 2022/23
DOMESTIC TRAVEL AND RELATED SERVICES	
Travel services	
Air travel – Domestic	497
Car Rental and related services – Domestic	634
Shuttle Services – Domestic	42
Accommodation – Domestic	807
Conferences/Events (including décor & catering related and similar services) 1 - 50 attendees	2
Conferences/Events (including décor & catering related and similar services) 50 - 100 attendees	2
Conferences/Events (including décor & catering related and similar services) 100 - 200 attendees	2
Insurance	34
Specific administrative services	
Air Travel - Domestic & Regional (re-issue)	10
Air Travel - Domestic Refunds	10
Changes to bookings	10
Cancellations of any bookings	10
After hours services	15
Forex	20
Total value for domestic travel and hospitality	
	2 095
INTERNATIONAL TRAVEL AND RELATED SERVICES	
Air Travel - International	129
Shuttle Services – International	30
Accommodation - International	50
Transfers - International	34
Train - International	5
Insurance	34
Visa	30
Forex	-
Specific administrative services	
Air Travel - International (re-issue)	5
Air Travel - International & Regional Refunds	10
Visa Assistance	30
Visa Assistance (provision of documents and advice)	30
Visa Assistance (courier services for travel docs, visa & sms notifications)	30
Changes to bookings	10
After hours services	15
Cancellations of any bookings	10
Total value for international travel and hospitality	
	312
Grand Total for domestic and international travel and hospitality	
	2 407

Table 2 – estimated volume of transactions per service

Note: These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

- a) Only bids that have achieved the minimum qualifying score for functionality will be Shortlisted and accepted into the Panel.
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100$$

Where: Ps - percentage scored for functionality by bid under consideration

So - Total score for bid under consideration

Ms – Maximum possible score

- d) The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.8 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date of award.

1.9 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any Proposals will be borne by the Bidder 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, shall 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/quotations 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/SARS (TAX Pin will be requested from the service provider) prior to the bid award 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 eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

ECDC will also monitor Tax Compliance of the Service Providers that have been shortlisted on the Panel and Tax Status will be verified prior the awarding of their task instruction.

1.12 Confidentiality

- 1.12.1 The entire process of calling for Bids 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 different Committees in the Procurement process 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 either 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 The Service Provider shall 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 Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the various ECDC Procurement Committee's or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.
- 1.14.2 The Bidder 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 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 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 have reason to believe that competition issues may arise from any submission of a response to this bid invitation 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 invitation to bid.

1.15.6 In this regard bidders are required to complete the SBD 4, 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.

1.15.7 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.

1.15.8 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 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 Bid Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Proposals 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. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

1.17 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The ECDC reserves the right to appoint a bidder without conducting interviews.

1.17.1 Signing of documentation

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

1.18 Negotiations

In terms of the Bid/EOI (Expression of Interest) evaluation process short-listed bidders/interested parties will be invited to participate in the negotiation of standard rates for all panel members. The negotiations may entail the bidder/interested party being invited to a venue as determined by the Negotiation Committee. All transport and accommodation costs incurred by the bidder/interested party will be for the bidder's account and will not be reimbursed in any way. Failure to attend the scheduled negotiation meeting will lead to immediate disqualification from the bid process.

ECDC reserves the right not to award the Bidders who has not accepted the negotiated rates.

1.19 Contract Award/Shortlisting

- a) ECDC reserves the right to limit the number of Service Providers on the Panel
- b) Where a service provider is appointed to the panel, ECDC does not guarantee that such Service Provider will receive a request for quotation to quote for the service. ECDC will use the panel of the approved Service when the need arises for the services. The panel will be used on an "as and when required" basis.
- c) The interested parties to note that this does not amount to any contractual obligation on the part of ECDC. The purpose of this document is to assist ECDC in the identification and evaluation of potential Service Providers to

be included on the Panel who may subsequently be invited to quote for a particular task for on an as and when required basis.

- d) Service Providers will be notified of the short-listing and award in writing by the Procurement Department of ECDC.
- e) The final acceptance to be in the panel shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the shortlisted Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the shortlisted bidder.
- f) 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.
- g) ECDC reserves the right to award tasks instruction/s to approved Service Providers according to location, area/s of commodity, category of supplier, capacity of the team and the availability.
- h) 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.
- i) The ECDC will not entertain any request for feedback before the final awarding of the contract.

1.20 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.

2.21 Disclaimer

- 2.21.1 This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.
- 2.21.2 Interested Bidders 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.
- 2.21.3 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 Bid document or at any Compulsory briefing session.
- 2.21.4 The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.
- 2.21.5 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 bidder to pay penalties and/or damages to ECDC; and
- 2.21.6 The aggregate liability of the bidder 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.

2.22 Contact and Communication

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.

The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.

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	S. Matyaleni
Telephone number	043 704 5600
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 aids@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

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.

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).

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.

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

Eastern Cape Development Corporation (ECDC) wishes to engage with competent service providers to form a panel of service providers for the provision of travel management and related services.

Documents will be available for downloading from the ECDC website from date of the publishing i.e. 19 April 2024.

1. VISION

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

2. MISSION

To promote sustainable economic development in the Eastern Cape through focused:

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

3. LEGISLATIVE MANDATE

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statements and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT).

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

4. SCOPE OF TRAVEL MANAGEMENT, HOSPITALITY AND RELATED SERVICES REQUIRED

The travel management services will include airline ticketing (domestic and international), travel insurance, forex, visa services and incidental services such as issuance/delivery, revalidation, re-routing, reissuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrival) at most direct and lowest cost for persons travelling on official business for and on behalf of the ECDC.

The travel management services will include booking of car rental, shuttle services, bus and couches, transfers (domestic and international), parking, cancellations, re-routing, extensions and refunds.

The travel management services will include securing suitable accommodation within government rate (domestic and international), cancellations, extensions and refunds.

The travel management and related services will include securing conference/events/meeting accommodation not limited to the Eastern Cape which will include catering and décor, cancellations, extensions and refunds.

The travel management and related services will include an after hours services.

ECDC will use the panel of the approved Service Provider when the need arises for the above services.

Shortlisted service providers will be invited to submit proposals and quotations on a specific task. This request for quotations process will be subject to the preferential procurement policy framework Act and the ruling preferential procurement regulations, 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.

The panel will be for a period of 36 months. New entrants to the Panel will be permitted to apply to be added on the list of the approved panel annually after the anniversary of the contract i.e. every 12 months until the 36 months has ended OR where ECDC has evaluated and a number of shortlisted Bidders in the panel does not allow competitiveness in accordance to the ECDC SCM policy provisions. When the time comes ECDC will invite prospective suppliers that are not already on the panel to apply for accreditation and the same evaluation process will be carried out in order to shortlist for the prospective Service Provider.

4.1 The scope of the panel of Service Provider's involvement will be as follows: -

The Travel Agent shall provide travel services **from 8h00 to 16h30** during working days. In addition the Travel Agent shall provide a contact number, which shall be managed by an experienced travel consultant, for 24 hour emergency services, services during weekends and official holidays, where required.

4.1.1 Reservation and Ticketing:

- a) For every duly approved ECDC Travel request, the Travel Agent shall immediately make bookings and prepare appropriate itineraries and quotations based on the lowest fare and the most direct and convenient routing.
- b) In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
- c) For wait-listed bookings, the Travel Agent shall provide regular feedback on status of flight.
- d) The Travel Agent shall issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey: where necessary tickets and billings shall be modified or issued to reflect changes effecting travel and make appropriate adjustments for any change(s).
- e) The Travel Agent shall issue and deliver tickets or e-Tickets, based upon proper authority from the ECDC in case of official travel. Tickets shall routinely be provided not earlier than one or two days in advance of travel unless required otherwise.
- f) The Travel Agent shall accurately advise the ECDC of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
- g) The Travel Agent shall ensure that all travelling staff has complete travel documents required for their journeys, sufficiently before departure.
- h) The Travel Agent shall only act on travel requests for official travel submitted by the responsible staff, as communicated officially by ECDC, on behalf of the ECDC.
- i) The Travel Agent shall provide an information service to notify the ECDC and the traveler of such events as airport closings; canceled or delayed flights, train , buses voyages; and strike situations; as well as of local political or safety conditions, which affect travel to any particular destination.
- j) The Travel Agent shall provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Travel Agent can offer these services.
- k) The Travel Agent shall provide reconfirmation and revalidation of airline tickets, re-issued tickets, which are returned as a result of changed routing or fare structures and printed itineraries showing complete information on status of reservations on all carriers.

4.1.2 Traveler`s Itineraries

The Travel Agency shall provide each traveler a complete, printed itinerary document which includes the following:

- Flight number(s)
- Confirmation upgrade (if applicable);
- Departure and arrival time(s) for each segment of the trip.
- Intermediate stops;
- Airport and other taxes;
- Visa obtained or not obtained; and
- Any other relevant information as may be applicable, including, but not limited to changes in international date lines.

4.1.3 Accommodation and Transportation

- a) The Travel Agent may be requested to make reservations for hotel accommodation and /or transportation rental services when requested. This service shall include initiating and confirming reservations, and confirming the all-inclusive rate at which the reservation is made.
- b) The Travel Agent agrees to negotiate to the maximum extent possible, discount rates, for hotel accommodation applicable specifically to reservations by the ECDC for official travel and to arrange such services on a worldwide basis when requested to do so.

4.1.4 Other services

- a) The Travel Agent(s) shall assist ECDC in obtaining visas. The assistance shall consist of providing the form and applications for visa requests, providing visa information to travelers, conducting visa assistance follow – ups, keeping appropriate records thereon, using and making arrangements for issuance of visas, or any other assistance which may be necessary to meet the travel management and related service needs of ECDC.
- b) The Travel Agent shall provide information on health, immigration clearance, foreign exchange control regulations and other government restrictions, and assistance in obtaining passports and visas to the country.
- c) The Travel Agent shall carry out investigations on any complaints from Travelers.
- d) The Travel Agent may, as an extra service, provide personal travel services to ECDC staff provided that this service does not in any way interfere with the efficient processing of Official Travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of the ECDC. The ECDC assumes no financial liability for such services.

4.1.5 Traveler`s profile

The Travel Agent shall maintain profiles of the frequent travelers, as designated or defined from time to time by the ECDC, setting forth the traveler`s preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such traveler`s travel arrangements.

4.1.6 Refunds

The ECDC shall be reimbursed by the Travel Agent for partly or fully unused tickets, subject to applicable regulations.

4.1.7 Account Management

- a) An Account Management structure should be put in place to respond to the needs and requirements of the Government Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- b) The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the [Institution name]'s account.
- c) The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- e) Ensure that the [Institution name]'s Travel Policy is enforced.
- f) The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- g) Ensure that workshops/training is provided to Travellers and/or Travel Bookers
- h) During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

- 1.1 Notwithstanding the fact that a description of the services have 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 endeavors to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 1.3 The Services 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 is Not Applicable)

- 2.1 The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract.
- 2.2 The bidder 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 willful misconduct.

4. Force majeure

- 4.1 If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the cause thereof. Unless otherwise directed by ECDC in writing, the bidder 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 – public liability.

6. Responsibility to perform

6.1 Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.

6.2 If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder 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 notice, ECDC shall evaluate the situation and may at his discretion extend the bidder'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 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 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.

6.6 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 **August 2024** which will result in the signing of a Service Level Agreement is signed.

7.2 The contract duration will be for **36 months**.

7.3 Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder.

8. Payments and tax

8.1 Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the

bidder in this bid, 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.
- 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 reasonable 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. Prices

Prices charged by the supplier for services performed under this contract shall not vary from the prices quoted by the supplier in his bid/subsequent RFQ, except for any price adjustment authorized in SCC (N/A) or in purchaser's request for bid validity extension.

10. Settlement of Disputes

Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

11. Applicable Law

The contract shall be interpreted in accordance with South African laws.

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

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	MAAA
B-BBEE STATUS VERIFICATION	
<p>Very Important: (Attach B-BBEE Status Verification from Accredited Service Provider or B-BBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)</p>	
	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are 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?	(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 RSA	<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

- 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”)
- 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/BID 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 – AREA of EXPERTISE

Bidders to indicate the area of expertise that they are responding to or what to be evaluated for

- Domestic travel hospitality, car rental and related services
- International travel, hospitality, car rental and related services

SIGNATURE of the DELEGATED AUTHORITY		DATE	
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ANNEXURE C 1 : KEY PERSONNEL

1	How many full-time staff will be involved in this project?	
---	--	--

2	Provide the names of the full-time staff members and indicate the portfolios for which they are responsible.	
---	--	--

a)	DOMESTIC AND INTERNATIONAL TRAVEL MANAGEMENT AND RELATED SERVICES		
----	--	--	--

	Name of staff member	Designation	Accreditation to strategy, business planning, futurist, scenario planning bodies (Indicate Yes/No) Attach Certificate	Years of Experience to develop/ implement/facilitate strategy/business plan/ futurist/ scenario planning. Attach CV
		Senior Consultant/Lead		
		Consultant		

3. Comments:	
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ANNEXURE C 2 : EXPERIENCE**Attach Reference Letter as per requirement of Functionality****1 Provide details of the Company's experience in working on similar projects (maximum of 3).
Attach Reference Letter**

	Projects Completed	Date Completed	Approximate Cost	Contactable References
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number

2	Comments:
---	-----------

Annexure D

NAME OF BIDDER: _____

BID NUMBER: ECDC/ELN/402/052024 CLOSING: 14 June 2024

DESCRIPTION: Provision of domestic and international travel management, hospitality and related services for a period of 36 months

REFERENCE PERTAINING TO THE LEVEL OF PERFORMANCE STANDARDS OF THE TRAVEL AND HOSPITALITY SERVICE PROVIDER

ACCOUNT MANAGER NAME : _____

DURATION OF POLICY/CONTRACT: _____

Please rate the performance of the abovementioned expert in relation to the services comprehensive short-term insurance services.

Evaluation criteria: E = Excellent; G = Good; S = Satisfactory P = Poor

Please mark with (X), where applicable to show your response. There must be one mark per response	E	G	S	P
1. Relationship management (Did the company go the extra mile to build a good relationship with you)				
2. Efficiency of Services (Was the services provided, at the expected level)				
3. Problem solving and dispute resolution (Did the company resolve all queries and challenges to your satisfaction.)				

Comments:

Name and Surname

Signature

Name of Institution

Capacity

Contact Details: Cellular: _____ E-mail: _____

Institution Stamp:



ACCEPTANCE OF OFFER BY ECDC:

By signing this part of this form of offer and acceptance, ECDC accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the ECDC and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in the contract to be concluded and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and ECDC during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the ECDC:

Name of representative	Signature	Date

Witnessed by:

Name of witness	Signature	Date

Annexure E: 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 <input type="checkbox"/> No <input type="checkbox"/>
---	--

- 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:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.6 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.7 3.3 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.
- 3.8 3.4 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.
- 3.9 3.5 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.
- 3.10
- 3.11 3.6 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.
- 3.12 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.

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.

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

ANNEXURE F: 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	
---	--	-------------	--



CALL FOR BIDS

BID NO: ECDC

BID SUBJECT:

Annexure G: 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:

- (a) Price; and
(b) 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

3.1. 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:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. 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:

4.2. 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

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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:

National Treasury General Conditions of Contract will apply