



CALL FOR BIDS

BID NO: ECDC ECDC/INFRA/26/122023

BID SUBJECT: EOI - FOR THE INCLUSION OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS TO A PANEL FOR A PERIOD OF 3 YEARS

Consisting Of:

The Request for Proposals (Returnable) - This Document

Issued by:

Prepared By

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BIDDER'S NAME:

CSD NUMBER:

CLOSING DATE:	9 FEBRUARY 2024
CLOSING TIME:	12h00

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INDEX		
Nr	DETAILS	PAGE
SECTION A		
A	Abbreviations	4
B	Definitions	4
SECTION B – GENERAL INFORMATION		
1.1	Bid Content	8
1.2	Eligibility to Bid	9
1.3	Estimated Timeline	9
1.4	Compulsory Briefing Session	10
1.5.	Submission of Invitation For Bid Documents	10
1.6.	Preferential Procurement	11
1.7.	Evaluation Criteria	11
1.8.	Alteration or Withdrawal of Proposals	17
1.9.	Cost for Preparation of Proposals	17
1.10.	Ownership of Proposals and Presentations	17
1.11	Tax Clearance Certificate Requirements	17
1.12	Confidentiality	17
1.13	Inventions Patent and Copy rights	18
1.14	Ethics	18
1.15	Competition	18
1.16	Cancellation of Bid Process	19
1.17	Interviews	19
1.18	Signing of documentation	19
1.19	Contract Award	19
1.20	Supplier Due Diligence	20
1.21	Disclaimer	20
1.22	Contract and Communication	20
SECTION C – TERMS OF REFERENCE		
1.	Background to ECDC	22
2.	Scope of Services Required	22
3.	Required Expertise, Skills, Experience & Track Record	22
4.	Responsibilities and duties	24
5.	Obligation to perform and sub-contracting	24
6.	Performance guarantee	24
7.	Anti -dumping and countervailing duties and rights	24
8	ECDC facilities	25
9.	Force Majeure	25
10.	Spare parts	25
11.	Insurance	25
12.	Responsibility to perform	25
13	Duration of the contract	26
14.	Payments and Tax	27
SECTION D – REQUIRED DOCUMENTATION		
A	General bidder information	28
B	Location	30
C	Functionality - Profile	32
D	Functionality – Experience	33
E	Prices – services	34

F	Bidders declaration of interest	36
G	Statement of Consent to Data Processing	38
H	Client Reference for Completed Projects	39

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	Central Supplier Database for Government
ECSA	Engineering Council of South Africa
SACQSP	South African Council For The Quantity Surveying Profession
SAGC	South African Geomatics Council
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 Proposals or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Broad based black empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people.
Broad based black empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Exempt Micro Enterprise (EME)	Means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act.
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	The written Agreement entered into between the service provider and ECDC, as recorded in the contract form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
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 exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act.

Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.

Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid” above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

1. General information

1.1. Invitation

Eastern Cape Development Corporation (ECDC) intends to create a panel of Built Environment Professional Service Providers to render professional services and management support for programmes to be implemented at ECDC for a period of 3 years.

Services to be listed are as follows:

- Project Managers
- Quantity Surveyors
- Architects
- Structural Engineers
- Civil Engineers
- Electrical Engineers
- Mechanical Engineers
- Land Surveyors
- Social Facilitators
- Health and Safety Agents
- Environmental Consultants.
- Town Planners

The panel will be for a period of 3 years (36 months). New entrants to the Panel will be permitted to apply to be added on the list of approved panel, annually after the anniversary of the contract .i.e. every 12 months until the 36 months has ended. Annually ECDC will invite prospective service providers that are not already on the panel to apply for accreditation and the same evaluation process will be carried out to shortlist for the prospective Service Provider.

NOTE 1

Awarding of the Bid

- **Bidders are to indicate which Discipline in the Bid they are responding to.**
- **Should a Bidder wish to submit for more than one professional discipline, Bidders to Mark the professional services they wish to be considered for and submit all required documents per discipline.**

1.2 Eligibility To Bid

The professional service providers are expected to be professionally registered with the following Built Environment statutory bodies:

1. **South African Council for Project Managers Profession (SACPMP)** for the provision of Project Management services
2. **South African Council for the Architectural Profession (SACAP)** for the provision of Architectural services.
3. **South African Council for the Quantity Surveying Profession (SACQSP)** for the provision of Quantity Surveying services.
4. **Engineering Council of South Africa (ECSA)** for the provision of Civil & Structural Engineering services, Mechanical Engineering services and Electrical Engineering services.
5. **South African Geomatics Council (SAGC)** – for the Land Surveying services
6. **South African Council for Project Managers Profession (SACPMP)** for the provision of Health and Safety
7. **South African Council for Natural Scientific Professions (SACNASP)** for the provision of Environmental Science services
8. **South African Council for Planners (SACPLAN)** for the provision of Town Planning Services.
9. **Social Facilitator to have National Diploma in Social Sciences or Rural Development.**

1.3 Estimated Timeline

Activity		Date	Time
1.	Placing of Advert	Daily Dispatch, E-Tender and ECDC Website for 30 Days after Advert	N/A
2.	Compulsory Briefing Meeting	<p>A compulsory briefing meeting will be held on the 24 January 2024 starting at 11H00 at</p> <p>ECDC Head Offices, Ocean Terrace Park, Moore Street, Quigney, East London.</p> <p>Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za</p>	
3.	Last day of questions	7 Days before closing Date	N/A
4.	Final date of submission of bids	9 February 2024	12h00 pm
5.	Bid Validity	90 days (Working Days)	

1.4. Compulsory Briefing

A compulsory briefing meeting will be held on the **24 January 2024** starting at **11H00** at Eastern Cape Development Corporation, Head offices in East London.

Site Location:

ECDC Head Office at ECDC House,
Ocean Terrace Park,
Moore Street,
Quigney,
East London.

For any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention Ms. B Fukweni.

Communication with the Bidders and any clarity on Bid 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.

1.5. Submission of Bid Documents

The entire bid document together with any attachments or annexures must be submitted as follows:

- a) Bids to be placed in sealed envelopes in the Bid Box on or before the final date and time of submission of proposals as indicated above labelled clearly as follows:

Bid/Quotation Reference Number:	ECDC/INFRA/26/122023
Project Name:	EOI - FOR THE INCLUSION OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS TO A PANEL FOR A PERIOD OF 3 YEARS
Attention:	B FUKWENI
Delivered at:	ECDC HEAD OFFICE AT ECDC HOUSE, OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON.

All bid documents are to be **completed in permanent ink**.

No alterations of the Bid Document will be allowed.

One original duly signed (**by authorised representative**) bid document is to be submitted

- Where Bid Document is submitted at the Bid Box, the bids document should be firmly bound, submitted with **one (1) soft copy (of the original bid)** inclusive of these terms and conditions of the original bid document are required to be submitted.

No faxed proposal/bid will be accepted. No late submissions will be eligible for consideration by ECDC.

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

6. Preferential Procurement

This Expression of Interest (EOI) is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulation of 2022 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

Professional service providers on the Panel will be required to bid for individual projects on quotation bases which will be evaluated on Price and Specific Goals.

6.1. Evaluation Criteria

All submitted Proposals will be evaluated in the following stages:

Stage 1	Pre-Qualification 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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NB: Professional service providers on the Panel will be required to bid for individual projects on quotation basis which will be evaluated on Functionality and Price and Specific Goals as per Preferential Procurement points regulations of 2022 and ECDC procurement policy.

Stage 1- (Mandatory Requirements)

Bidders to meet the following Mandatory Requirements in order to be placed on the Panel;

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD).</p> <p>The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p>	<p align="center">Yes</p>	<p align="center">Yes</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>		
2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> • Bidders must ensure compliance with their tax obligations. • In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. <p>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.</p>	Yes	No

3.	<p>Professional Registration of Key Personnel</p> <p>Bidders to consist of the following professionals who are duly registered Professionals with the relevant professional statutory bodies or councils for the provision of the following:</p> <p>a) Professional Project Manager - SACPMP</p> <p>b) Professional Quantity Surveyor - SACQSP,</p> <p>c) Professional Architect or Professional Senior Architectural Technologists - SACAP</p> <p>d) Professional Engineer or Professional Engineering Technologist for the following</p> <ul style="list-style-type: none"> • Civil Engineering - ECSA • Structural Engineering - ECSA, • Electrical Engineering - ECSA • Mechanical Engineering services - ECSA, <p>e) Professional Land Surveyor - SAGC</p> <p>f) Professional Health and Safety Agent - SACPMP</p> <p>g) Professional Natural Scientist (Environmental Science) – SACNASP</p> <p>h) Professional Town Planner – SACPLAN</p> <p>The Bidder is to be led by a registered professional within the relevant field and appropriate proof is to be provided</p> <p>Documents to be provided</p> <p>Submit a list of the allocated minimum required duly registered professionals with their Professional Registration Certificates or Registration Numbers</p> <p>Note: ECDC reserves the right to verify the validity of the registrations during bid evaluation and anytime during the validity period of the bid. If ECDC finds that the professional registration is invalid or not in good standing the Service Provider will be disqualified for evaluation.</p>	Yes	Yes
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4	<p>Qualifications of Key Personnel for Social Facilitation Services</p> <p>Bidders to consist of personnel who are duly qualified in social services in one of the following categories:</p> <p>Category 1: A 3 years qualification (Diploma or Degree or NQF Level 6 in social science/ development studies/ rural development/ development management/ community development/ public management +3 years' experience in social facilitation</p> <p>Category 2: Any other relevant degree level qualification + 4 years' experience in the field of social facilitation</p> <p>Category 3: A non-formal qualification in the field of Social Science or (certificate, short courses) + 5 years' experience in social facilitation</p> <p>Category 4: A 3 years qualification (Diploma or Degree in social science/ development studies / rural development/ development management/ community development/ public management + 2 years' experience in social facilitation (of which 1 year must be proven participation in an internship programme in the relevant field of community development / facilitation.</p> <p>Documents to be provided</p> <p>Submit a list of the allocated minimum required duly qualified personnel with their Certificates..</p>		
5.	<p>Company Experience:</p> <ul style="list-style-type: none"> • Submit at least three (3) reference letters for each project undertaken by Company and completed with reference to the type of project. <p>Reference letter should indicate the following</p> <ul style="list-style-type: none"> • Signature of the client • Client's Letter head or Client Stamp • Company name, contact person, contact details (telephone number and email address) • Nature of works carried out (Commercial/Industrial/Residential/General Building Projects/ Civil project/ Agricultural projects/ Mechanical & Electrical Projects) • Works have been completed satisfactory 	Yes	Yes

6.	Annexure F. (SBD 4) : Declaration of interest (bidder); (Completed and signed by Delegated Authority)	Yes	Yes
7.	<p>Annexure I: Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No
8.	<p>Duly signed Letter of Authority should 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 the they are not the one completing the bid document.</p>	Yes	Yes

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

NOTES TO BIDDERS:

- a) Only bids that have submitted the Mandatory requirements will be placed on the Panel.
- b) Bids that fail to submit all mandatory documents will be disqualified.
- c) Bidders on the panel will be requested to bid for specific projects on a needs basis.
- d) Price and Specific goals evaluation will be on RFQ basis for individual projects.

7. Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

8. 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.

9. 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.

10. Tax Clearance Certificate requirement

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

In order to meet this requirement Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable ECDC to view the validity of Taxpayers profile and tax status.

Bidders may also submit printed Tax Compliance Status certificates together with the Bid and ECDC will verify their Tax Compliance on eFiling.

Where no Tax Compliance Certificate is available, the Bidder CSD Number must be provided in order for ECDC to verify the Tax Compliance Status

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.

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

11. Confidentiality

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 Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

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

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.

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.

12. Inventions Patent and Copy-Rights

- 12.1.1. 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.
- 12.1.2. Provide ECDC the sole and exclusive right to alter and adapt the work.
- 12.1.3. 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.

13. Ethics

- 13.1.1. Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.
- 13.1.2. 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.

14. Competition

- 14.1.1. 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.
- 14.1.2. 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.
- 14.1.3. 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.
- 14.1.4. 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.
- 14.1.5. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 14.1.6. In this regard bidders are required to complete Annexure F, 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.
- 14.1.7. 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.

14.1.8. 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.

15. 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.

16. 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.

17. Signing of documentation

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

18. Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal 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 successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the general conditions of contract available on the ECDC web-site.

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

19. Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information

20. Disclaimer

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.

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.

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

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.

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

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.

21. 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	Ms B. Fukweni
Telephone number	043 704 5600
E-mail address	tenders@ecdc.co.za or bfukweni@ecdc.co.za

ETHICS & FRAUD HOTLINE REPORTING CHANNELS



HOTLINE DETAILS

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

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. 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

1. ABOUT ECDC

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.

Your Growth is our satisfaction

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 statement 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 Services Required

- i. The Panel of all professional service providers will be used on a rotational basis for the invitation of quotations based on the ECDC Procurement Policy 2022 competitive bidding thresholds. The panel may also be used on a rotational basis for negotiation, nomination or shopping procedures.
- ii. The panel will operate as a centralized database to be used by the corporation in its head office as well as its regional offices.
- iii. Registration of a service provider on the accredited list or panel does not guarantee that the said service provider will be nominated and / or awarded any contract by the corporation.

5. Responsiveness Criteria

Service providers that do not meet the responsiveness criteria will not qualify to be registered onto the accredited list or panel of professional service providers until full registration requirements are met. Deficient applications will be returned to the applicant.

6. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

Interested Service Providers must demonstrate the following in their proposal

6.1. Capacity – Bidders/Interested Service Providers must demonstrate that:

6.1.1. It has adequate professional human resources and personnel to dedicate to the needs of the panel.

6.1.1.1. Team Leader to be professionally registered with the relevant statutory body.

Submit Organogram consisting of roles and responsibilities of the Team and professional registration.

6.2. Qualifications – Interested Service Providers /Bidders must demonstrate that:

- 6.2.1. The team member/s assigned to this Bid/Interested Service Providers has the necessary or related qualifications for the service that they are responding to.

6.3. Experience & Track Records , Locality – Bidders/Interested Service Providers must demonstrate that:

- 6.3.1. Team Leader has demonstrated a minimum of 5 years post qualification experience in the field to which this Bid/Expression of Interest relates.
- 6.3.2. It has a track record of Building/Civil/Mechanical/Electrical projects of at least 3 completed projects- demonstrated by the submission list of projects and contactable references.
- 6.3.3. Service Provider's work is satisfactory.

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

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.

The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.

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

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.

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. Performance guarantee – (Not Applicable)

Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.

The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or

A cashier's or certified cheque

The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies

or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

5. ECDC facilities

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, cell phone, fax and computer facilities to perform the services.

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:

Abide by the health, safety and security measures as prescribed by ECDC from time to time;

To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

6. Force majeure

If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the case 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.

7. Spare parts (Not Applicable)

The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidder:

Such spare parts as ECDC may elect to purchase from the bidder, provided that this election shall not relieve the bidder of any warranty obligations under the contract; and In the event of termination of production of the spareparts:

Advance notification to ECDC of the pending termination, in sufficient time to permit ECDC to procure needed requirements; and

Following such termination, furnishing at no cost to ECDC, the blueprints, drawings, and specifications of the spare parts, if requested.

8. Insurance

The Professional Service Provider shall provide **Professional Indemnity insurance** cover shall be twice the fees payable to the consulting entity

9. Responsibility to perform

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.

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, it's 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.

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.

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.

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.

ECDC may also consider termination of the contract.

10. Duration of the contract

It is anticipated that the appointment will be made in January 2024 and the service provider will be placed on a panel of consultants for a period of three (3) years.

The successful Bidder shall be required to complete and submit the signed and duly completed **client recommended Service Level Agreement**.

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. **(N/A to this Bid)**

11. Payments and tax

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.

ECDC will evaluate and approve all claims submitted by the service provider.

ECDC will reimburse 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.

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.

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.

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.

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;

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.

A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

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

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	

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)

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
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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

NO QUOTATIONS/BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

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

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

.....
(NAME OF BIDDER).

Print Name _____

Date _____

Designation _____

Signature _____

Annexure B: Location

1	Where is the Bidder's main office?	
	Architect offices:	
	Quantity Surveyor Offices:	
	Civil Engineer Offices:	
	Structural Engineer Offices:	
	Electrical Engineer Offices	
	Mechanical Engineer Offices	
	Land Surveyor Offices	

	Natural Scientist (Environmental) Offices	
	Town Planners Offices	
	Health and Safety Agent's Offices	
	Social Facilitator's Offices	
Note: Bidder to submit proof of physical address in terms of Municipal Accounts/Telephone Accounts/Tax Clearance/ease Agreement/Telephone Account		

STAGE 1: FUNCTIONALITY INFORMATION (SERVICES)**Annexure C: HUMAN RESOURCES**

1 How many personnel will be involved in this Service

2 Provide the names of the Key Personnel and indicate the portfolios for which they are responsible.

Name of staff member	Responsibility	Professional Registration Number	Number of Years of Experience Post Professional Registration in similar works
	Project Manager		
	Architect		
	Quantity Surveyor		
	Civil Engineer		
	Structural Engineer		
	Electrical Engineer		
	Mechanical Engineer		
	Land Surveyor		
	Natural Scientist (Environmental)		
	Town Planner		
	Health and Safety Agent		
	Social Facilitator		

Annexure D: Experience

1 Provide details of the Company's experience in providing the Service.

Client	Service Provided	Year	Contactable References

2 Comments:

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SCHEDULE E: SUMMARY DISBURSEMENTS

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

Item nr	Description	Bid Price in ZAR inclusive of all applicable taxes ¹			
1.	Disbursements (Printing and Travelling)	Unit	QTY	Rate	
	Printing				
	Printing A1	No	100		ONLY
	Printing A2	No	100		ONLY
	Printing A3	No	100		ONLY
	Printing / Copy A4	No	1000		ONLY
	Binding	No	50		ONLY
	CD	No	2		ONLY
	Traveling	Km	10000		ONLY
	Travelling	Hrs	200		ONLY
2.	Sub-Total 2 (Disbursements)				ONLY
3.	Rate only Items				
3.1.	Pr CPM – Project Manager (hourly rate)	R			ONLY
3.2.	Pr QS – Quantity Surveyor (hourly rate)	R			ONLY
3.3.	Pr Arc – Architect (hourly rate)	R			ONLY
3.4.	Pr Eng / Pr Tech – Civil Engineer (hourly rate)	R			ONLY
3.5.	Engineer / Technologist – Civil Engineer (hourly rate)	R			ONLY
3.6.	Technician – Civil (hourly rate)				ONLY
3.7.	Pr Eng / Pr Tech – Structural Engineer (hourly rate)	R			ONLY
3.8.	Engineer / Technologist – Structural Engineer (hourly rate)	R			ONLY
3.9.	Technician – Structural (hourly rate)	R			ONLY
3.10.	Pr Eng / Pr Tech – Electrical Engineer (hourly rate)	R			ONLY

¹ all applicable taxes includes value-added-tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

3.11.	Engineer / Technologist – Electrical (hourly rate)	R	ONLY
3.12.	Technician – Electrical (hourly rate)	R	ONLY
3.13.	Pr Eng / Pr Tech – Mechanical Engineer (hourly rate)	R	ONLY
3.14.	Engineer / Technologist – Mechanical (hourly rate)	R	ONLY
3.15.	Technician – Mechanical (hourly rate)	R	ONLY
3.16.	Professional Land Surveyor – (hourly rate)	R	ONLY
3.17.	Professional Natural Scientist – (hourly rate)	R	ONLY
3.18.	Professional Town Planner – (hourly rate)	R	ONLY
3.19.	Health & Safety Agent – (hourly rate)	R	ONLY
3.20.	Social Facilitator –(hourly rate)	R	ONLY
4.	Sub-Total 3 (Fees + Disbursements)		ONLY

SIGNATURE OF DELEGATED AUTHORITY		DATE	
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Annexure F: Bidder's Disclosure (SBD 4)

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 interest² 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**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 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;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium³ will not be construed as collusive bidding.
- 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 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 03 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

SIGNATURE OF BIDDER OF DELEGATED AUTHORITY		DATE	
---	--	-------------	--

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

SIGNATURE of the DELEGATED AUTHORITY		DATE	
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ANNEXURE H: CLIENT REFERENCE FOR COMPLETED PROJECTS

EOI - FOR THE INCLUSION OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF 3 YEARS - ECDC/INFRA/26/122023

SERVICE PROVIDER:

.....

CLIENT:

.....

PROJECT:

.....

CONTRACT AMOUNT: CONTRACT DURATION:

PROJECT SCOPE (DESCRIPTION OF WORKS):

.....

.....

SERVICE PROVIDER'S ROLE (SCOPE OF SERVICES PROVIDED):

.....

.....

.....

Description / Performance	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
1.Knowledgeable in the field in which this RFP relates to					
2.Quality Performance					
3.Time Performance					

Remarks:

.....

NAME & DESIGNATION:

TEL: FAX:

SIGN.....



ANNEXURE H: CLIENT REFERENCE FOR COMPLETED PROJECTS

EOI - FOR THE INCLUSION OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF 3 YEARS - ECDC/INFRA/26/122023

SERVICE PROVIDER:

.....

CLIENT:

.....

PROJECT:

.....

CONTRACT AMOUNT: CONTRACT DURATION:

PROJECT SCOPE (DESCRIPTION OF WORKS):

.....

.....

.....

SERVICE PROVIDER'S ROLE (SCOPE OF SERVICES PROVIDED):

.....

.....

.....

Description / Performance	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
1.Knowledgeable in the field in which this RFP relates to					
2.Quality Performance					
3.Time Performance					

Remarks:

.....

NAME & DESIGNATION:

TEL:FAX.....

SIGN.....



ANNEXURE H: CLIENT REFERENCE FOR COMPLETED PROJECTS

EOI - FOR THE INCLUSION OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF 3 YEARS - ECDC/INFRA/26/122023

SERVICE PROVIDER:

.....

CLIENT:

.....

PROJECT:

.....

CONTRACT AMOUNT: CONTRACT DURATION:

PROJECT SCOPE (DESCRIPTION OF WORKS):

.....

.....

.....

SERVICE PROVIDER'S ROLE (SCOPE OF SERVICES PROVIDED):

.....

.....

.....

Description / Performance	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
1.Knowledgeable in the field in which this RFP relates to					
2.Quality Performance					
3.Time Performance					

Remarks:

.....

NAME & DESIGNATION:

TEL:FAX.....

SIGN.....