



CALL FOR BIDS

BID NO: ECDC

ECDC/INFRA/08/022023

BID SUBJECT:

**REQUEST FOR PROPOSALS FOR A TURNKEY
SOLUTION FOR THE REFURBISHMENT OF ECDC HEAD
OFFICE HEATING, VENTILATION AND AIR
CONDITIONING SYSTEM.**

Consisting Of:

The Request for Proposals (Returnable) - This Document

Issued by:

Prepared By

Eastern Cape Development
Corporation
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Moore Street, Quigney, East London.
Tel: 043 704 5600

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BIDDER'S NAME:

CSD NUMBER:

| | |
|----------------------|----------------------|
| CLOSING DATE: | 13 March 2023 |
| CLOSING TIME: | 12h00 |

.....
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T Buthlezi • N Pietersen • S Siko • B Koneti • M Makamba • P Bono • T Cumming

.....
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| SECTION A: ABBREVIATIONS AND ACRONYMS | |
|--|---|
| 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. |
| 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. |

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| 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. |
| Specific goal | <p>2.1. 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 in SBD 6.1 as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>2.2. 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—</p> <p>(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</p> <p>(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,</p> <p>then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p> |
| 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 | <p>Means</p> <p>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</p> <p>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.</p> |

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| 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 |

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|------------------------------|---|
| 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. |

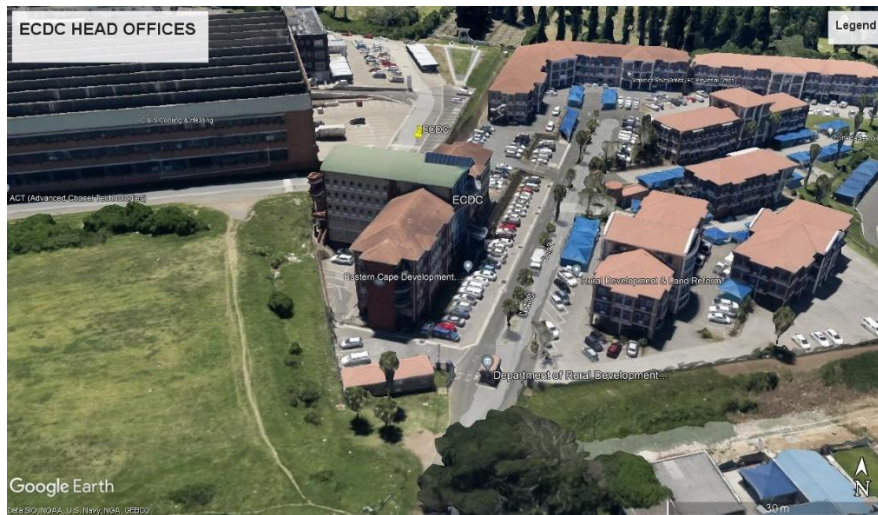
SECTION B

1. General information

1.1. Invitation

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable Contractor with a CIDB Grading of **3ME or Higher** for a Turnkey Solution for the Refurbishment of the ECDC Head Office Heating, Ventilation and Air Conditioning System.

- The site is in Quigney, East London, Eastern Cape, South Africa.



- **LAT: 33° 0'39.05"S; LON: 27°55'3.94"E**

A detailed scope of works is on Section C of the bid document.

1.2 Eligibility To Bid

- Bidders should meet all the Mandatory Requirements in order to be evaluated (**Mandatory List of Tender Returnable**)
- It is estimated that bidders should have a CIDB grading of **3ME or Higher**
- Only those tenderers who are registered with the CIDB prior to submissions of bids with a contractor grading equal in accordance with the sum tendered, or a value determined in accordance with Regulation **25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.**
- The Turnkey should consist of a Contractor with a **3ME or Higher** CIDB grading, a Professionally registered Mechanical Engineer (**Pr. Tech or Higher**) with the Engineering Council of South Africa and a Professionally registered Health and Safety Agent (**Pr. CHSA**) registered with the South African Council for the Project and Construction Management Professions.
- Bidders should note that all members of the Turnkey who are professionally registered with certification documentation forming part of this bid will be the **ONLY** eligible members to form part of the design and construction oversight process of the project.
- Where a member of the Turnkey is deemed no longer suitable to proceed with such duties, only at the clear discretion of the Contractor and approval of such by the Employer before commencement of the works will a change in a professional member be permitted.

1.3 Estimated Timeline

| Activity | | Date | Time |
|----------|----------------------------------|--|----------|
| 1. | Placing of Advert | Daily Dispatch, Treasury, Load on ECDC Website for 30 Days after Advert | N/A |
| 2. | Compulsory Briefing Meeting | A compulsory briefing session will be held at Eastern Cape Development Corporation Head Office Auditorium in East London on the 23 February 2023 at 11h00AM. | |
| 3. | Last day of questions | 7 Days before closing Date | N/A |
| 4. | Final date of submission of bids | 13 March 2023 | 12h00 pm |
| 5. | Bid Validity | 120 days | |

a. Compulsory Briefing

A compulsory briefing session will be held at Eastern Cape Development Corporation (ECDC) Head office Auditorium, Moore Street, Quiney, East London

Bidders must visit the site to ensure that a proper assessment of the site is done and that the Pricing Schedule is Completed Correctly.

Bidders must acquaint themselves of the current site conditions, works complexity and associated safety risks.

ECDC will assume that all bidders have visited the site, no claims will be entertained during the contract period due to lack of information provided prior or during the tender process.

Telephonic, emailed, telexed, facsimile, and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the **Tender Data**.

b. 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 Reference Number: **ECDC/INFRA/08/022023**

Project Name: **REQUEST FOR PROPOSALS FOR A TURNKEY SOLUTION FOR THE REFURBISHMENT OF ECDC HEAD OFFICE HEATING, VENTILATION AND AIR CONDITIONING SYSTEM.**

Attention: **Ms. Z MADZIDZELA**

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.

c. 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 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

d. Evaluation Criteria

All submitted Proposals will be evaluated in the following 2 stages:

| | |
|--------------------------|--|
| 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. |
| Stage 1 | Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points). |
| Stage 2 | Preferential Procurement points: Price and Specific goal Points will be calculated in accordance with the preference point system, 80/20. |

Pre-Qualification Stage (Mandatory Requirements)

Bidders to meet the following Mandatory Requirements in order to be evaluated.

| 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). 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, • 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 they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> 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 <p>ECDC reserves the right to verify such information from their AO/AA</p> | Yes | Yes |
| <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> | | |

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| 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>CIDB Requirements:</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to the contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3ME or Higher (Mechanical Engineering) class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> Every member of the joint venture is registered with the CIDB. The lead partner has a contractor grading designation in the 3ME or Higher class of construction work; not lower than one level below the required grading designation in the class of construction works under considerations and possess the required recognition status. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a ME class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>ECDC will verify whether the Bidders have an active and valid CIDB registration as required above</p> | YES | YES |

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| 4 | <p>Professional registration of key personnel.</p> <p>The Turnkey is to consist of the following professionals who are duly registered with the relevant statutory body for the provision of the following professional services:</p> <ul style="list-style-type: none"> • Engineering council of South Africa (ECSA) as a Professional Engineering Technologist or Higher as a Mechanical Engineer • South African Council for the Project and Construction Management Professions as a Professional Construction Health and Safety Agent <p>Documents to be submitted:</p> <ul style="list-style-type: none"> • Submit A list of the allocated minimum required duly registered professionals with their professional registration certificates or registration numbers. <p>Note: ECDC reserves the right to verify the validity of the registration during bid evaluation and anytime during the validity of the bid Should the Service Provider's professional registration be not valid, ECDC will disqualify the bid.</p> | Yes | Yes |
| 5 | <p>A Turnkey Agreement or letter of intent to enter into a Turnkey Agreement signed by all Turnkey Members who are Duly Authorised if members are not within one company. The turnkey agreement is to comprise of the following main members:</p> <ol style="list-style-type: none"> 1. Contractor 2. Professional Engineering Technologist or Higher – Mechanical Engineering 3. Professional Construction Health and Safety Agent | Yes | Yes |
| 6 | <p>Annexure A – Supplier Information</p> <p>(Completed and signed by Delegated Authority)</p> | Yes | Yes |
| 7 | <p>Annexure E - Form of Offer and Acceptance Offer:</p> <p>(Completed and signed by Delegated Authority)</p> | Yes | Yes |
| 8 | <p>Annexure F – Pricing Schedule - Completed in Permanent Ink.</p> <p>(Completed and signed by Delegated Authority)</p> | Yes | Yes |
| 9 | <p>Annexure G: BIDDER'S DISCLOSURE (SBD4)</p> <p>(Completed and signed by Delegated Authority)</p> | Yes | Yes |
| 10 | <p>Annexure H: Statement of consent to data processing</p> <p>Completed and signed by Delegated Authority)</p> | Yes | No |

| | | | |
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| 11 | <p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</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 |
| 12 | <p>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</p> <p>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> | No | No |
| 13 | <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 they are not the one completing the bid document.</p> <p>The Letter of Authority should be signed by all directors of each member firm (or signed Board Resolution authorising the signatory will be accepted).</p> | Yes | Yes |
| Applicable to Joint Ventures | | | |
| 14 | Joint Venture Agreement or letter of intent to enter in a Joint Venture signed by all JV Members who are Duly Authorized, If Applicable. | Yes | Yes |
| 15 | Resolution of the Board of Directors to enter into a Joint Venture from each member firm for this Bid, (if applicable). | Yes | Yes |

| | | | |
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| 16 | <p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of Joint Venture.</p> <p>The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution).</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.

Awarded bidder shall take note and prepare the following mandatory submissions to ECDC Contracts Management within 14 days of award (before commencements):

1. The successful service provider will be subjected to the signing of the FIDIC Yellow Book Conditions of Contracts for Plant and Design Build, Second Edition 2017 within 14 days of appointment.
2. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days of appointment.
3. Performance guarantee within 7 days of appointment.
4. Contract works and Public Liability Insurance within 7 days of appointment.
5. An Organogram and Methodology for the project within 7 days of appointment.
6. Professional Indemnity Insurance from the Mechanical Engineer and Health and Safety Agent forming part of the Turnkey within 7 days of appointment.

Stage 1 – Functionality Evaluation Criteria

| STAGE 1- CRITERIA FOR FUNCTIONALITY (72 points) | | | |
|--|---|----|--|
| CAPACITY | | | |
| HUMAN RESOURCES | | | |
| EXPERIENCE AND TRACK RECORD OF KEY PERSONNEL | | | |
| Documents to be Submitted | | | |
| <ul style="list-style-type: none"> Detailed break-down of the team or Completion of Annexure C and CV's of the individual team members of the Key Personnel listed below clearly defining their responsibilities in this project and the number of years' of experience required Copies of Professional Registration to the relevant body /council or Professional Registration Number | | | |
| i) | <p>For professional members of the turnkey team, experience will be counted post professional registration.</p> <p>Professionally registered Mechanical Engineer (Pr. Tech or Higher) will score points as follows:</p> <ul style="list-style-type: none"> 10 or more years of post-registration experience = 15 Points 5 to less than 10 years of post-registration experience = 10 Points 3 to less than 5 Years post registration = 5 Points Less than three years of post-registration experience in professional mechanical engineering = 0 points | 30 | |
| ii) | <p>Professionally registered Health and Safety Agent (Pr. CHSA) will score points as follows:</p> <ul style="list-style-type: none"> 6 or more years of post-registration experience = 15 Points 3 to less than 6 years of post-registration experience = 10 Points 1 to less than 3 Years post registration = 5 Points Less than one year of post-registration experience in professional Health and Safety Agency services = 0 points | | |

| STAGE 1- CRITERIA FOR FUNCTIONALITY (72 points) | | | |
|---|--|----|-----------|
| | Contractor's Experience in performing similar work (20 Points): | | |
| ii) | <p>List of similar projects undertaken by the Contractor with reference to a project of a similar nature and complexity, e.g., Refurbishments of existing building HVAC system or Installation of new building HVAC system.</p> <p>(Bidder to submit a reference letter with contactable references for each similar project completed up to a maximum of 5 reference letters.)</p> <p>Failure to submit the list of projects with reference letters will result in non-allocation of points.</p> <ul style="list-style-type: none"> • 5 similar projects with reference letter = 20 points • 4 similar projects reference letter = 15 points • 3 similar projects with reference letter = 10 points • 2 similar projects with reference letter = 5 points • Less than 2 projects with reference letters = 0 Points | 20 | |
| | Capacity of Contractor (15 Points): | | |
| iv) | <p>A clear organogram consisting of the below mentioned as minimum staff must be submitted together with the CV's of individuals identified. The years will be calculated from the date as reflected on the qualification certificate.</p> <p>Qualifications and competencies of the below-mentioned key functions as reflected in point below excluding the general foreman, to be deployed on the project include certified copies of original qualification certificates of the following qualifications:</p> <ul style="list-style-type: none"> - National Diploma or Higher - TVET N6 - SAMTRAC or equivalent course, HIRA or equivalent course, First Aid Level 2 SHE Safety for Supervisors Training or equivalent course <p>a) Site/Construction Manager 10+ more years = 5 points, 3 to less than 10 years = 3 points, less than 3 years = 0 points</p> <p>b) Mechanical Engineering Technician 10+ more years = 5 points, 3 to less than 10 years = 3 points, less than 3 years = 0 points</p> <p>c) Health and Safety Officer 10+ more years = 5 points, 3 to less than 10 years = 3 points, less than 3 years = 0 points</p> | 15 | |
| COMPANY LOCATION AND EXPERIENCE | | | |
| a | <p>Locality of the bidder's main office/branch to the project location - The physical address of the office /office branch of the Bidder (Contractor)</p> <p>in Buffalo City Municipality = 7 points within Eastern Cape not in Buffalo City Municipality = 5 points Outside Eastern Cape = 0 Points</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, Bank Statement, submitted by the bidder.</p> | 7 | |
| Total Points | | | 72 |

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 2).
- 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:

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

So = Total score for bid under consideration

Ms = Maximum possible score

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.

1.7.1 Stage 2 – Preference Procurement Point - Evaluation Criteria

2 Ps = percentage scored for functionality by bid under consideration

Preference points for this bid shall be awarded for price and the specific goal. The maximum points for this bid are allocated as follows:

| CRITERIA | POINTS |
|---------------------|------------|
| Price | 80 |
| Specific goal | 20 |
| TOTAL POINTS | 100 |

- a) Points awarded for price based will be based on the 80/20 Preference point systems
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for ECDC specific goal to obtain the bidder's total points scored out of 100 points.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for ECDC specific goal
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goal, the successful bid must be the one scoring the highest score for functionality.
- e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) The bidder obtaining the highest number of total points will be awarded the contract.
- g) Points scored will be rounded off to the nearest 2 decimal places.
- h) Price
 - (i) The lowest acceptable bid will score 80 points for price.
 - (ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
 - (iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

| DETAILS | 80/20 PREFERENCE POINT SYSTEM |
|---|--|
| Rand value (competitive bids or Proposals) all applicable taxes included. | <ul style="list-style-type: none"> • Equal and above R100 000.00 to R50 million, inclusive of all applicable taxes. |
| Formulae | $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |
| | <p>Ps = Points scored for comparative price of bid / offer under consideration</p> <p>Pt = Comparative price of bid / offer under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid / offer</p> |

a. Alteration or withdrawal of Proposals

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

b. 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.

c. 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.

d. 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

e. 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.

f. Inventions Patent and Copy-Rights

- i. 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.
- ii. Provide ECDC the sole and exclusive right to alter and adapt the work.
- iii. 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.

g. Ethics

- i. 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.
- ii. 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.

h. Competition

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- vi. 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.
- vii. 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.
- viii. 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.

i. 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.

j. Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the 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.

k. 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.

l. 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.

m. 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

n. Disclaimer

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.

o. 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.

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

| Details | Bidding Procedure |
|------------------|--|
| Department | Procurement Department |
| Contact person | Zanele Madzidzela |
| Telephone number | 043 704 5601 |
| E-mail address | tenders@ecdc.co.za |

ETHICS & FRAUD HOTLINE REPORTING CHANNELS



HOTLINE DETAILS

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

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

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

1. ABOUT ECDC

Vision

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

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

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”.

2. Scope of Services Required

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of **3ME or Higher** for the Turnkey Solution for the Refurbishment of the ECDC Head Office Heating, Ventilation and Air Conditioning System.

The Turnkey should consist of a Contractor with a **3ME or Higher** CIDB grading, a Professionally registered Mechanical Engineer (**Pr. Tech or Higher**) with the Engineering Council of South Africa and a Professionally registered Health and Safety Agent (**Pr. CHSA**) registered with the South African Council for the Project and construction Management Professions.

This objective, i.e., the refurbishments of the ECDC Head Office HVAC system, is to be made possible through acquiring the services of experts to design, develop and provide refurbishments including the proposed maintenance of existing infrastructure in line with proposed scope of work solutions.

The intended achievements to be gained at different stages of the project lifecycle are as follows:

- Initiation: Appointment of a competent Contactor (i.e., Employer's Agents), contracted with a team of professionals and experts in a Turnkey Agreement to carry out the project.
- Planning: Successful creation of a project plan with proposed designs, financial plan, risk plan, quality plan, communication plan.
- Execution: Building of the deliverables, monitoring and controlling of project aspects.
- Closure: Performance of project closure

An overview of the composition of the turnkey team is as follows:

- Contractor CIDB Grade 3ME or higher
- Pr. Tech or higher category of registration Mechanical Engineer (ECSA)
- Professional Construction Health and Safety Agent (SACPCMP)

Design and pricing procedure after appointment for finalization of contract documentation (Post Appointment)

- Upon appointment, the bidder must further develop drawings to stage 4, prepare and submit detailed Bills of Quantities to ECDC within 30 Calendar days from the date of appointment with no change to the elemental estimate of bid price bottom figure. All allowances which formed part of the elemental estimate which belong to the client must form part of the Bills of Quantities.
- Bills of Quantities to include all Professional Fee and Disbursement allowances as tendered.

The Contractor and Engineer will typically be required to undertake full conditional assessments of the entire buildings existing HVAC system including reticulation, prepare conditional assessment reports with costed, proposed refurbishment within the tendered amount. The methodology to refurbish the HVAC system of the building will be proposed by the Turnkey Team with consideration of all live building elements and staff.

High Level Brief

- Provision of maximum energy efficient solutions (Consideration of inverters etc)
- Heating and cooling system.
- Capacity to range from 9000 to 36 000 Btu/h for A/Cs
- Suitable areas for A/Cs to be considered and recommended during Concept Development
- Assessment and scope recommendation of ventilation system (extractors etc)
- Assess and recommend to contactor proposed remedial repairs and maintenance to exiting Air Conditioners where applicable

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations.

The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract.

3. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

Interested Service Providers must demonstrate the following in their proposal.

3.1 Capacity - Bidders must demonstrate that:

3.1.1 The Bidder should have adequate human resources and personnel to dedicate to the needs of the project as follows.

Professional Registration of Key Personnel

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:

- Mechanical Engineer (Pr. Tech or Higher)
- Health and Safety Agent (Pr. CHSA)

Contractor's Key Site Personnel

- Site or Construction Manager
- Mechanical Engineering Technician
- Health and Safety Officer

3.2 Bidder's Experience & Track Records - Bidder must demonstrate that:

The Contractor is to have a track record of at least 2 similar projects - demonstrated by the submission reference letters.

5. 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.

6. Obligation to perform and sub-contracting

The Turnkey should consist of a Contractor with a **3ME or Higher** CIDB grading, a Professionally registered Mechanical Engineer (**Pr. Tech or Higher**) with the Engineering Council of South Africa and a Professionally registered Health and Safety Agent (**Pr. CHSA**) registered with the South African Council for the Project and construction Management Professions.

At the discretion of the employer, the turnkey team may be required to sub-contract a Professional Electrical Engineer.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

7. Performance guarantee

Within seven (7) 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.

8. 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.

9. 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.

10. 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.

11. 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 spare parts:

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.

12. Insurance

The Professional Service Providers forming part of the Turnkey Team shall provide Professional Indemnity insurance cover which shall be twice the fees payable to the consulting entities.

The Contractor shall provide all contractual applicable insurances for the duration of the works, i.e. Works Insurances, Public Liability insurance etc.

13. 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 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.

14. Duration of the contract

It is anticipated that the appointment will be made in March 2023 and the service provider will be expected to be available and start immediately. The overall project is to be completed within 3 months.

The successful Bidder shall be required to purchase, complete and duly sign the FIDIC Conditions of Contract for Plant and Design-Build (Yellow Book), Second Edition, 2017

15. 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 reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.

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-BBBEE Status Verification from Accredited Service Provider or B-BBBEE 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) |
| 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 |
| <p>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</p> | | |
| <p><u>VERY IMPORTANT</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"> c. 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”) d. 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> | | |

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? | |
| | Contractor | |
| | Mechanical Engineer | |
| | Health and Safety Agent | |

Note: Each Member of the Turnkey Team 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/ CIDB CRS Number | Number of Years of Experience Post Professional Registration in similar works (PSPs Only) |
|--|----------------------|---------------------------|---|---|
| | | Contractor (16.1 or 16.2) | | N/A |
| | | Mechanical Engineer | | |
| | | Health and Safety Agent | | |

Annexure D: Experience

1 Provide details of the Company's experience in providing the Service (Contractor Only)

| Client | Service Provided | Year | Contactable References |
|--------|------------------|------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

2 Comments:

Annexure E: Form of Offer and Acceptance Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TURNKEY TEAM

Consisting of:

- CONTRACTOR CIDB GRADE 2 ME OR HIGHER
- MECHANICAL ENGINEER
- HEALTH AND SAFETY AGENT

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

PROJECT: REQUEST FOR PROPOSALS FOR A TURNKEY SOLUTION FOR THE REFURBISHMENT OF ECDC HEAD OFFICE HEATING, VENTILATION AND AIR CONDITIONING SYSTEM

Bid No: ECDC/INFRA/08/022023

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

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

The offered price for professional Services, inclusive of value added tax carried forward from: **Summary of Fees**, is

R (in figures)

.....
.....

Rand (in words)

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

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

| | | |
|---|--|-------------|
| Trading under the name and style of: | | |
| AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: In his/her capacity as: | Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer. | |
| SIGNED FOR THE TENDERER: | | |
| | | |
| Name of Representative | Signature | Date |
| SIGNED BY WITNESS: | | |
| | | |
| Name of Representative | Signature | Date |
| The tenderer elects as its <i>domicillium citandi et executandi</i> in the Republic of South Africa, where any and all legal notices may be served, as (physical address) | | |
| Other contact details of the tenderer are: Telephone no :..... Cellular phone no :..... Fax no :..... Postal address :..... Banker :..... Branch :..... | | |

Annexure F: Pricing Schedule Professional Services

Bidders are required to expressly cover their proposed fee/price and disbursement structure based on the activities they propose undertaking to provide the services requested in this call for proposals.

The ECDC reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.

The Bid Fees/Prices must remain valid for a period of 120 days from date of closure of bid.

ECDC reserves the right to request the Bidder's latest audited financial statements in order to ascertain financial stability of the Bidder prior to award of the bid. Failure by the Bidder to provide the latest audited financial statements may invalidate the bid.

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS IN YOUR PROPOSAL WILL RESULT IN YOU PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION

| Item | Description | Unit | Qty. | Rate | Amount (Excl. VAT) |
|-----------|---|------|------|-------------------|--------------------|
| 1. | Professional Fees | | | | |
| 1.1 | Professional Mechanical Engineering fees (Concept Design and Detailed Design Development) Fees to be based at assumed Construction work to the value of R700 000.00 | Item | 1 | | |
| 1.2 | Construction monitoring and close out. Fees to be based at assumed Construction work to the value of R700 000.00 | Item | 1 | | |
| 1.3 | Allow a Budgetary allowance of R20 000.00 for the Construction Health and Safety Agent forming part of the Turnkey | Item | 1 | 20 000.00 | 20 000.00 |
| 1.4.1 | Allow a Provisional sum of R50 000.00 for Professional Electrical Engineering services | item | 1 | 50 000.00 | 50 000.00 |
| 1.4.2 | Mark-up on Electrical Engineering services @ 5% | item | 1 | | |
| | SUB TOTAL 1 | | | | |
| 2. | Construction | | | | |
| 2.1 | Allow a Budgetary allowance of R700 000.00 for construction | Item | 1 | 700 000.00 | 700 000.00 |
| 2.2 | Preliminaries and General not exceeding 6% | Item | 1 | | |
| 2.3 | Allow for contingency (for construction value only) Factor to be not greater than 10% | Item | 1 | | |
| | SUB TOTAL 2 | | | | |
| 3. | Additional services | | | | |
| 3.1 | Mechanical Engineer (Hourly Rate) | Item | 1 | | NIL |
| 3.2 | Biannual Maintenance Year 1 | Item | 1 | | |
| 3.3 | Biannual Maintenance Including Escalation for Year 2 | Item | 1 | | |
| 3.4 | Biannual Maintenance Including Escalation for Year 3 | Item | 1 | | |
| | SUB TOTAL 3 | | | | |

| | | |
|--|--|--|
| | SUB TOTAL 4: (PROFESSIONAL FEES + CONSTRUCTION + ADDITIONAL SERVICES) | |
| | VAT at 15% | |
| | TOTAL INCLUDING VAT (to be carried to Annexure B: Form of Offer) | |

At planning stage the awarded service provider will be expected to submit a detailed Bill of Quantities for the approved construction work value.

The awarded service provider will be subjected to the signing of a service level agreement which will serve as a maintenance contract commencing on the first day after the defects liability period stipulated in the initial FIDIC YELLOW BOOK agreement administered in the refurbishments project. The service level agreement (maintenance contract) will be valid for a period of 3 years.

Bidders should note that the maintenance period will commence at the end of the defects liability term for the newly installed equipment.

| | | | |
|--|--|-------------|--|
| SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority) | | DATE | |
|--|--|-------------|--|

Annexure G: 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 interest¹ 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

¹ 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.

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 consortium² 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 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 H: 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 | |
|---|--|-------------|--|

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

1.1 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).

1.2 **Principle applicable for this tender /quotation is:**

- a) The value of this bid is estimated not to 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.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 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 | 05 |
| 51 % and above woman owned enterprises. | 03 |
| 51 % and above youth owned enterprises | 02 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 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.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to

provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.3. 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:

| 80/20 | or | 90/10 |
|---|----|---|
| $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ | or | $P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ |

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

2.4.1. POINTS AWARDED FOR PRICE

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

| 80/20 | or | 90/10 |
|---|----|---|
| $P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$ | or | $P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$ |

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

3. POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (c) 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
 - (d) 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 enterprises | 5 | 10 | | |
| Eastern Cape Based Supplier | 02 | 05 | | |
| 51 % and above woman owned enterprises. | 02 | 02 | | |
| 51 % and above youth owned enterprises | 01 | 02 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 3.3. Name of company/firm.....
- 3.4. Company registration number:
- 3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

DEFINITIONS

Conditions of Contract for Plant and Design-Build (Yellow Book), Second Edition (2017), published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), *is applicable to this contract. Copies of these conditions of contract to be obtained at the tenderer's expense.*

The FIDIC Yellow Book Conditions of Contract for Plant and Design-Build, 2nd Edition 2017 makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The Contract Data of the document drafted by the Employer specific to the project shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

PART 1: Contract Data completed by the Employer

The name of the Employer is **EASTERN CAPE DEVELOPMENT CORPORATION (ECDC)**.
The authorized and designated representative of the employer is: **The Project Manager**

The address of the Employer is:

Address (physical):

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

Address (postal):

As Above

Telephone:

(043)- 704 5600

Facsimile:

(043)- 704 5600

| CONTRACT DATA | | |
|-----------------|--|--|
| SUB - CLAUSE | DATA TO BE GIVEN | DATA |
| 1.1.20 | Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost – N/A | N/A |
| 1.1.27 | Defects Notification Period (DNP) | 12 Months |
| 1.1.30 | Employers name and Address | Eastern Cape Development Corporation |
| | | ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London. |
| | | |
| 1.1.35 | Engineer's name and address | |
| | | |
| | | |
| | | |
| 1.1.87 | Time For Completion | 3 Months |
| 1.3 (a)(ii) | Agreed methods of electronic transmission | Email |
| | | |
| | | |
| | | |
| 1.3 (d) | Address of Employer for communications | Tenders@ecdc.co.za Cc zmadzidzela@ecdc.co.za |
| | | |
| | | |
| | | |
| 1.3 (d) | Address of Engineer for communications | |
| | | |
| | | |
| | | |
| 1.3 (d) | Address of Contractor for communications | |
| | | |
| | | |
| | | |
| 1.4 | Contract shall be governed by the law of | South Africa |
| 1.4 | Ruling language | English |
| 1.4 | language for communications | English |

| | | |
|---------|---|---|
| 1.8 | Number of additional paper copies of contractors' documents | I firmly bound copy and 1 soft copy |
| 1.9 | Period for notification of errors, faults, or other defects in the employer's requirements | 30 calendar Days |
| 1.15 | Total liability of the Contractor to the Employer under or in connection with the Contract | Accepted contact amount |
| 2.1 | After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within | 14 Days |
| 2.4 | Employers' financial arrangements | Payment shall be made within 30 days after approval of claim |
| | | |
| 4.2 | Performance Security (as percentages of the contact price in currencies | |
| | percent | % |
| | currency | |
| | percent | % |
| | currency | |
| | | |
| 4.4 (a) | Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price) | At the discretion of the employer, only the professional electrical engineering services may be sub-contracted. |
| | | |
| 4.4 (b) | Parts of the works for which sub-contracting is not permitted | All |
| | | |
| 4.7.2 | Period for notification of errors in the items of reference | 28 Calendar days |
| | | |
| 4.19 | Period of payment for temporary utilities | All claims will be paid within 30 days of approval by client |
| 4.20 | number of additional paper copies of progress reports | 1 |
| 6.5 | Normal working hours on the site | 8 hours |
| 8.3 | number of additional paper copies of programmes | 1 |
| 8.8 | Delay Damages payable for each day of delay | To be determined after appointment with |

| | | |
|---------------|--|---|
| | | consideration of applicable public works tariffs |
| | | |
| 8.8 | Maximum amount of delay damages | To be determined after appointment with consideration of applicable public works tariffs |
| 13.4 (b) (ii) | percentage rate to be applied to Provisional Sums for overhead charges and profit | To not exceed 6% |
| 14.2 | total amount of Advance Payment (as a percentage of the final Contract Price) N/A | N/A |
| 14.2 | currency or currencies of advance payment - N/A | N/A |
| | | |
| | | |
| 14.2.3 | Percentage deductions for the repayment of the Advance Payment - N/A | N/A |
| | | |
| 14.3 | period of payment | Within 30 days of approval |
| 14.3 (b) | number of additional paper copies of statements | 1 |
| 14.3 (iii) | percentage of retention | % |
| | | |
| 14.3 (iii) | limit of Retention Money (as a percentage of Contract Price) | 10% |
| 14.5 (b)(i) | plant and materials for payment when shipped | 80% |
| 14.5 (C)(i) | plant and materials for payment when delivered to the site | 80% |
| | | |
| 14.6.2 | minimum amount of interim payment (IPC) | N/A Taking over shall not be certified if the contractor has not executed all the project deliverables |
| 14.7 (a) | Period for payment of advance payment to the contractor - N/A | N/A |
| 14.7 (b) (i) | period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment] | 30 working days after approval |
| | | |

| | | |
|---------------|---|---|
| 14.7 (b) (ii) | period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment] | 30 working days after the end of the defects liability period and final statement has been approved |
| 14.7 (C) | period for the Employer to make final payment to the Contractor | 30 working days after the end of the defects liability period and final statement has been approved |
| 14.8 | financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) | To be advised |
| 14.11.1.(b) | number of additional paper copies of draft Final Statement | 1 |
| 14.15 | currencies for payment of contract price | Rands |
| 14.15(a)(i) | proportions or amounts of local and foreign Currencies are: | |
| | Local | 100% |
| | Foreign | N/A |
| 14.15 (c) | Currencies and proportions for payment of Delay Damages | N/A |
| 14.15(g) | rates of exchange | N/A |
| 17.2(g) | forces of nature, the risks of which are allocated to the Contractor | To be advised as per contractual provisions. |
| 19.1 | Permitted deductible limits | |
| | permitted deductible limits: | |
| | insurance required for the Works | To be provided by the contactor after appointment |
| | insurance required for Goods | To be provided by the contactor after appointment |

| | | |
|-------------|--|--|
| | insurance required for liability for breach of professional duty | Engineer & Safety Agent to provide professional indemnity covers |
| | insurance required against liability for fitness for purpose (if any is required) | N/A |
| | insurance required for injury to persons and damage to property | Contactor to provide public liability insurance |
| | insurance required for injury to employees | Contractor to provide letter of good standing from the compensation commission |
| | | |
| | Other insurance required by Laws and by local practice: | TBA |
| | | |
| | | |
| 19.2.(1)(b) | additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | N/A |
| | | |
| 19.2(1)(iv) | list of exceptional risks which shall not be excluded from the insurance cover for the works | TBA |
| | | |
| 19.2.2 | extent of insurance required for Goods | TBA |
| | amount of insurance required for Goods | TBA |
| | | |
| 19.2.3(a) | amount of insurance required for liability for breach of professional duty | Double the value of professional fees |
| 19.2.3(b) | insurance required against liability for fitness for purpose | N/A |
| 19.2.3 | period of insurance required for liability for breach of professional duty | For the duration of the works |
| 19.2.4 | amount of insurance required for injury to persons and damage to property | Double the value of the Contract Price |
| | | |
| 19.2.6 | other insurances required by Laws and by local practice (give details) | N/A |
| | | |
| 21.1 | time for appointment of DAAB | TBA |
| 21.1 | the DAAB shall comprise | members |

| | | |
|------|---|---------------------------------|
| | | |
| 21.1 | list of proposed members of DAAB | TBA |
| | Proposed by Employer | 1 TBA |
| | | 2 TBA |
| | | 3 TBA |
| | | |
| | Proposed by Contractor | 1 |
| | | 2 |
| | | 3 |
| | | |
| 21.2 | Appointing entity (official) for DAAB members | |
| | | To be confirmed by the employer |

Definitions of sections (if any):

| Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.66) | Value: Percentage* of Contract Price (Sub-Clause 14.9) | Time for Completion (Sub-Clause 1.1.76) | Delay Damages (Sub-Clause 8.8) |
|---|--|---|--------------------------------|
| TBA | TBA | 3 months | TBA |
| | | | |
| | | | |
| | | | |

* These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9.

DRAWINGS

