



CALL FOR BIDS

BID NO: ECDC /ELN/383/062023

BID SUBJECT: **PROVISION OF PROFESSIONAL AUCTIONEERS FOR ECDC FOR A PERIOD OF THREE (3) YEARS**

The Request for Services (Returnable) – This Document

Issued by:

Prepared By

Eastern Cape Development Corporation
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Tel: 043 704 5600

BIDDER NAME :

CSD NUMBER:

CLOSING DATE:	27 JUNE 2023
CLOSING TIME:	12h00

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R Naidoo • M Maqetuka • B Nqadolo • L Jiya • P Bosman • M Sishuba • S Thobela • N Siwahla-Madiba • M Damane • D Mbelani (Company Secretary)

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SECTION A: A. ABBREVIATIONS AND ACRONYMS	
B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
OEM	Original Equipment Manufacturer
DPSA	Department of Public Service and Administration
SAIA	South African Institute of Auctioneers
B. DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act

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

Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: <ul style="list-style-type: none"> ▪ an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary, or short-term basis. ▪ an employee or public servant of any national or provincial government as defined in terms of Public Services Act. ▪ a member who – <ul style="list-style-type: none"> ○ is a councilor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); ○ is a politician serving in any provincial legislature; or ○ is a politician serving in the National Assembly or the National Council of Provinces; ○ a member of the board of directors of any municipal entity; ○ an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price, which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: <ul style="list-style-type: none"> ▪ the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; ▪ the private party receives a benefit for performing the function or by utilising state property, either by way of: ▪ compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”

Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: <ul style="list-style-type: none"> ▪ any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA ▪ any municipality or municipal entity ▪ national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as "Bid" above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the way these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

1. General Information

1.1 Invitation to Expression of Interest

Eastern Cape Development corporation (ECDC) is seeking to appoint a skilled and experienced professional auctioneer(s) with a proven track record in both online and onsite auctions, to submit proposals which will assist the ECDC to conduct disposals of immovable assets in Mthatha within an efficient turnaround period.

The process will require:

1. A sufficiently large existing database of buyers to attract highest market value.
2. Ability to prepare professional marketing catalogues of assets per lot – so that customer clearly understand the description, location of the asset and what they are purchasing, and any restrictive conditions that may be applicable to a particular asset, etc.
3. Existing access to various alternative market channels to advertise using most efficient market reach including but not limited to press, social media, bulk SMS, etc.
4. Ability and experience to conduct both online and on-site auctions simultaneously.
5. Access to adequate professional resources internally to adjust terms and conditions of sale, Deeds of sale, etc. as tailored for requirements of the ECDC and applicable lawful regulations.
6. Adequately staffed business to ensure smooth administration of bidders prior to auction, including professional indemnity insurance, fidelity fund compliance for receiving of deposits as well as efficient processing of Deeds of Sale and hand-over to conveyancing to ECDC panel conveyancing attorneys.

ECDC requires the services to be performed on a batch release basis – wherein properties will be authorized for release to sell in various stages and in various geographic locations in the Eastern Cape (mainly Mthatha & Butterworth, Fort Jackson, Dimbaza, Bisho) over a period of 36 months.

Qualifying service providers are hereby invited to submit quotations on commission percentages for the sale of immovable vacant land and properties. Total commission over the contract life of 36 months will be no greater than the equivalent of R10 000 000 and handovers, for which ECDC creates no expectation for, will be limited by this value in total.

ECDC reserves the right to award this bid in whole or in part and reserves the right to award to the highest scoring bidder or bidders depending on what ECDC receives from the market and what ECDC considers to be cost effective and economically viable).

1.2 Eligibility to bid/Minimum Requirements

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

1.3 Estimated timeline

Activity		Date	Time
1	Placing of advert	06 June 2023	N/A
2	Compulsory Briefing Meeting	There will be no briefing meeting. For any enquiries relating to this Bid/Expression of Interest, please email the procurement department at tenders@ecdc.co.za , for the attention of S Matyaleni. Bidders should also send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting an Expression of Interest for ease of communication Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za	
3	Last day of questions	20 June 2023	N/A
4	Final date of submission of bids	27 June 2023	12h00 pm
5	Bid Validity	6 months	

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

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

1.4 Compulsory Briefing Session

There will be no briefing meeting. For any enquiries relating to this Bid/Expression of Interest, please email the ECDC procurement department at tenders@ecdc.co.za for attention S Matyaleni and quote the Bid Number.

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

Very Important

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

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

1.5 Submission of Bid Documents

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

Failure to submit the entire bid document with all of its pages included may result in the Bidder not being assessed due to the inability of the BEC being able to identify which Bid the Bidder, and Terms and Conditions the Bidder is responding to

- 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/ELN/383/062023

Project Name: PROVISION FOR PROFESSIONAL AUCTIONEERS SERVICES FOR A PERIOD OF THREE (3) YEARS

Attention: S MATYALENI

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

IMPORTANT

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

- a) **No alterations of the Bid Document will be allowed.**
- b) **No correction fluid will be allowed. Corrections should be initialed.**
- c) **One original duly signed (Signed by duly authorized representative of which the Delegation of Authority to be attached) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**
A PDF soft copy of the duly signed and completed original bid (e.g., PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non- submission of a soft copy will not result in the Bid being disqualified.

- d) No faxed, email, 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.
- e) Failure to submit the bid document in full (this document) and include it in the sealed envelope may result in the bid not being assessed due to the inability of the ECDC to be able to correctly identify for which current bid the tendered is responding to.
- f) Should a bidder fail to submit their tender in a sealed envelope, ECDC cannot be held responsible for any lost or misplaced portions of the bid document, its annexure or supporting schedules, or sections that cannot be identified against a bid / bidder to which they relate. The result of this may be disqualification or zero points being awarded for certain of the missing / unidentifiable items to which they relate.

1.6 Preferential Procurement

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

1.7 Evaluation Criteria

This bid will be evaluated in the following stages:

Pre-Qualification	Pre-Qualification (Mandatory Requirements)	Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 1	Functionality	Involves an evaluation of functionality only – The proposals scoring a minimum of 70% for functionality points will be shortlisted to be evaluated further to Stage 2. Submissions scoring less than 70% will be deemed to be non-responsive.
Stage 2	Preference point system	Preference point system: In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive price quotations and tenders/bids with a Rand value equal to, or above R1 000 000.00 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.

1.7.1 Bid Validity Period

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

1.7.2 Pre-Qualification – Stage 1 (Mandatory Requirements)

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

1: Table 1: Mandatory Requirements

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid 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, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u> 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. 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. If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p> <p><u>Directors/Employees in the Service of State</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should.</p> <ul style="list-style-type: none"> a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") 	<p>Yes</p>	<p>Yes</p>

	<p>b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee.</p> <p>ECDC reserves the right to verify such information from their AO/AA</p> <p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>		
2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. 	Yes	No
3.	<p><u>Bidder to possess a Fidelity Fund Certificate</u></p> <p>Bidder to submit a valid Fidelity Fund Certificate from the Estate Agency Affairs Board (EAAB) to demonstrate compliance</p>	Yes	Yes
4.	<p><u>Bidder to possess a Fidelity Guarantee and Professional Indemnity Certificate</u></p> <p>Current Fidelity Guarantee and Professional indemnity insurance certificate to the minimum value of R2,5m</p>	Yes	Yes
5.	<p>Duly signed Letter of Authority MUST be submitted authorizing the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder/Directors that meet the quorum in order for the Letter of Authority to be valid (or a signed Board Resolution authorizing the signatory will be accepted – Board resolution to be signed by Board Chairperson and/or Company Secretary).</p>	Yes	Yes

6.	Annexure A – Supplier Information (SBD 1) (Completed and signed by the delegated authority)	Yes	Yes
7.	ANNEXURE B - Key Personnel (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	Yes	Yes
8.	Annexure C– Form of offer and acceptance offer (Signed and Completed by delegated authority)	Yes	Yes
9.	Annexure D– Pricing Schedule (Signed and Completed by delegated authority) Price quotation from the service provider: (Signed by the Delegated Authority and /or in the Bidder's Letterhead)	Yes	Yes
10.	Annexure E– (SBD 4): Bidders Disclosure (To be Signed and Completed by the Duly Authorized Signatory).	Yes	Yes
11.	Annexure F - Statement of Consent to Data Processing (To be Signed and Completed by the Duly Authorized Signatory). Non-submission of this Annexure with the RFQ will not result disqualification, however, Bidder will be requested to fill in the Annexure in order for the ECDC to process and evaluate their RFQ as per POI Act	Yes	No (This is required for evaluation for ECDC to process the Bidder's Bid)
12.	Annexure G– (SBD 6.1.): Preferential Points Claim (Signed and Completed). Preferential Points Claim (Signed and Completed). 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. CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.	No	No
13.	Annexure E: Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. Failure to submit the declaration and proof of address may result in awarding 0 (zero) points preference points under Eastern Cape locality.	No	No

The following will be applicable to Joint Ventures/Consortium

14.	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
15.	Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
16.	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
17.	Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed). Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality. CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document for all JV / Consortium members	No	No
18.	Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.	No	No

<p>19.</p>	<p>Attach a valid Original or Certified copy of valid original B-BBEE Certificate from an accredited verification agency or a valid Original or Certified Copy of valid B-BBEE Sworn Affidavit from a Commissioner of Oath.</p> <p>Failure to submit either the original or a certified copy of the original will result in awarding of 0 (zero) points preference points under BBEE. (A copy of a certified copy will not be accepted)</p> <p>Note:</p> <p>A trust, consortium or joint venture must submit a consolidated Original or Certified Copy of B-BBEE Status Level Verification Certificate in order to qualify for points.</p> <p>The Service Provider will be required to update timeously their BBEE status by providing ECDC with their original updated BBEE Certificate</p>	<p>No</p>	<p>No</p>
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Note:

- a) ECDC reserves the right to verify the information submitted which is required in the Mandatory Requirements with the relevant authority during the evaluation and contract period. Should the information be false, the Bidder will be disqualified and will be reported to Treasury.
- b) FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

STAGE 1 – FUNCTIONALITY EVALUATION CRITERIA

Involves an evaluation of functionality only –

The proposals scoring a **minimum of 70%** for functionality points will be evaluated further to Stage 2, which is Price and Specific Goals. Submissions scoring less than 70% will be deemed to be non-responsive.

ECDC reserves the right to either:

- a) Award this bid in whole or in part. This means that one bidder can be awarded, or multiple bidders can be awarded this bid at the discretion of ECDC.

Note: Bidder should submit required documents to claim functionality points

1. AUCTIONEERING

1. CRITERIA FOR FUNCTIONALITY	
A. EXPERIENCE OF THE KEY PERSONNEL	
<p>Experience of the Operational Staff</p> <p>ECDC requires at a minimum the following Key Personnel to be allocated to who have at least 5 years' experience in the area that they are allocated for.</p> <ul style="list-style-type: none"> ✓ 1 x qualified registered Certified Auctioneer (not a candidate, nor an associate auctioneer) ✓ 2 x Sales agents of immoveable property ✓ Marketing & administration personnel <p>Bidders who do not have the above key personnel will not be evaluated.</p> <p><u>Documents to be submitted for Scoring:</u></p> <p>Service Provider to submit organogram with CV's (or Complete Annexure C) of the individuals with valid accreditation/ training certificate or qualifications for the planning, marketing, administration and auction of lots and full post-auction administration up till settlement of full proceeds on authorized and approved sales.</p> <p>a. Certified Auctioneer:</p> <ul style="list-style-type: none"> ✓ ECDC requires a registered certified auctioneer with a minimum of 5-10years' experience for servicing the organization on any assignment. Valid registration with SAIA as a certified auctioneer and proof of registration with the Estate Agents Board. ✓ No points will be allocated if the above is not adhered to: <ul style="list-style-type: none"> • Above 10 years of experience = 30 points • 9 - 10 years = 15 Points • 7-8 years = 10 points • 5 -6 years = 5 points • 1-4 years = 0 points <p>b. Sales agents</p> <ul style="list-style-type: none"> ✓ ECDC requires that at least 2 in-house sales agents, who would be required to perform site visits with interested bidders, with a minimum of 5 years' experience for each servicing the organization on any assignment. No points will be allocated if the above is not adhered to: <ul style="list-style-type: none"> • Above 10 years of experience = 30 points • 9 - 10 years = 15 Points • 7-8 years = 10 points • 5 -6 years = 5 points • 1-4 years = 0 points <p>c. Marketing / Administration official</p> <ul style="list-style-type: none"> ✓ ECDC requires that there be a designated marketing/administrator, with a minimum of 5 years' experience servicing the organization on any assignment. No points will be allocated if the above is not adhered to.: <ul style="list-style-type: none"> • Above 10 years of experience = 10 points • 5-10 years = 5 points • 1-4 years = 0 points 	<p>40</p>

1. CRITERIA FOR FUNCTIONALITY	
B. EXPERIENCE AND TRACK RECORD – Provide reference letters from previous clients	
<p>The bidder must demonstrate relevant experience in:</p> <p>d. Auctioneers' services on <u>immoveable property</u> by providing at least 3 reference letters (all dated within the last 2 years of this bid issue date) for successful ON-LINE value auctions, in providing similar work done for similar institutions like the ECDC and/or corporate clients.</p> <ul style="list-style-type: none"> • A reference letter will only qualify for points if: <ul style="list-style-type: none"> • The auctions should be supported by a signed reference letter which must be on client's letter head and should include the • 1) company name, 2) contact person, 3) contact details (telephone number and/or email address) stating the value of immoveable assets auctioned, 4) the type of auction conducted (online or onsite) and 5) the value of sales successful converted after auction. • No Appointment letters will be accepted. • No reference letters on assignments on moveable asset property auctions will be accepted. <p>The following scoring matrix will be used to evaluate this criterion:</p> <ul style="list-style-type: none"> • No complying reference letters = 0 points • 3 x complying reference letters = 25 points • 4 x complying reference letters = 30 points • 5 or more complying reference letters = 45 points 	45
C. FINANCIAL & OPERATIONAL CAPACITY	
<p>Auctioneer to demonstrate that they have the financial and operational capacity to perform a successful auction by way of providing proof to the following:</p> <ol style="list-style-type: none"> 1. Service provider has been in operation for at least 3 years. 2. Current access to existing social media platforms to advertise. 3. Current access to print media to advertise. 4. Licensed in existing use online auctioneers' platforms registered in the name of the service provider. 5. System generated auctions reports and close-out reports. <p><u>Documents to be Submitted.</u> A portfolio document which includes:</p> <ul style="list-style-type: none"> • A business profile which includes a portfolio of historic social media campaigns conducted – screenshots. / Tear sheets to be included. • Supplier accounts in form of good standing reference letters with print media outlets or with outsourced marketers who perform this on credit/cash on your behalf, if applicable. • Auctioneering online platform license agreement / other documentary evidence of platform used do. conduct on-line auctions. 	15

1. CRITERIA FOR FUNCTIONALITY	
<ul style="list-style-type: none"> • Current (no older than 5 years) successful auctioneer system generated reports indicating at least the following information on IMMOVEABLE asset auctions: 1) total lots, 2) total reserve price, 3) sold price. • Business profile which will also indicate the number of years the Bidder has been in operation <p><u>Point awarded on the following basis.</u></p> <ul style="list-style-type: none"> ○ All the documents above – with system-generated reports reflecting 5 current auctions of similar value – 15 points. ○ All the documents above – with system-generated reports reflecting 4 current auctions of similar value – 10 points. ○ All the documents above – with system-generated reports reflecting 3 current auctions of similar value – 5 points. ○ All but with no system-generated report of similar value – 0 points <p>Note: Bidder should submit required documents to claim functionality points.</p>	100
Total Points	100

NOTE:

- a) that bidders 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

Ps = percentage scored for functionality by bid under consideration

1.7 Stage 2– Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the Specific Goals as per the ECDC SCM Policy. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL POINTS	100

- a) The value of this bid is estimated to be between R 1 000 000 and R 50 000 000.00 (all applicable taxes included) and therefore the applicable preference point system for this tender is the 80/20 preference point system.
Points for this tender shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for specific goals to obtain the bidder's total points scored out of 100 points.
- c) If two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for specific goals.
- 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 goals, 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.

i) Specific Goals

- (i) A maximum of 20 points will be awarded for specific goals. In order to claim specific goal points, bidder is required to complete SBD 6.1 which includes declaration for company/firm location and provide documentary proof of location.

1.8 GENERAL CONDITIONS

1.9 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).

1.10 Principle applicable for this tender /quotation is:

- a) The value of this bid is estimated to be from R 1 million rands but not exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.11 Points for this tender shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

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

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

1.13 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.

1.14 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.

1.15 Alteration or withdrawal of Proposals

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

1.16 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 proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

1.17 Ownership of Proposals and presentations

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

1.18 Tax Clearance Certificate requirements

- It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.
- The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

- In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party will be verified separately for proof of Tax Compliance Status.
- In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.19 Confidentiality

- 1.19.1 The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be
- 1.19.2 Conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.
- 1.19.3 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,
- 1.19.4 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
- 1.19.5 ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.
- 1.19.6 The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.
- 1.19.7 Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.20 Inventions Patent and Copyrights

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

1.21 Ethics

- 1.21.1 Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the
- 1.21.2 Process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.
- 1.21.3 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
- 1.21.4 Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.21 Competition

- 1.21.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.21.2 In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.21.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.21.5 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 a response. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to

this invitation to bid.

- 1.21.6 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.
- 1.21.7 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding (10 ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.22 Cancellation of Bid Process

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

1.23 Interviews

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

1.24 Contract award

- 1.24.1 The successful bidder will be notified of the bid award in writing by the Supply Chain Management Department
- 1.24.2 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.
- 1.24.3 As a guideline regarding the content of the service level agreement, the bidder is referred to the general conditions of contract.
- 1.24.4 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.
- 1.24.5 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.
- 1.24.6 The ECDC will not entertain any request of feedback before the final awarding of the contract.

1.25 Supplier Due Diligence

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

1.26 Disclaimer

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

1.27 Contact and Communication

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	S. Matyaleni
Telephone number	043 704 5640
Fax number	043 7228876
E-mail address	tenders@ecdc.co.za



ETHICS & FRAUD HOTLINE REPORTING CHANNELS

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

- 1.27.4 Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 1.27.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).
- 1.27.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

- 1.27.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

SECTIONS C

TERMS OF REFERENCE / BID SPECIFICATIONS

ABOUT ECDC

1. VISION

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

2. MISSION

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

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

3. LEGISLATIVE MANDATE

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

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

4. SCOPE OF SERVICES REQUIRED

The Eastern Cape Development Corporation (ECDC) wishes to invite suitably qualified and registered service providers to assist ECDC to efficiently, transparently and fairly unlock maximum value in the disposal of its non-core immovable assets by using auctioneers' services as a tool to more efficiently unlock its disposal strategy whilst fully complying with the public treaty aspect, paramount in our legislation.

ECDC will use appointed bidder (s) if and when the need arises for the following services:

- ✓ Disposal of immovable assets comprising mostly residential stand-alone houses as well as vacant residential erven primarily located in Umtata & Butterworth and to a lesser extent in outlying areas around the Eastern Cape Province. Disposal of immovable commercial assets, although rare, is not precluded from the type of asset that may be issued out for disposal as part of this bid.
- ✓ Disposal of moveable assets – very limited usage for this aspect is expected.

ECDC reserves ultimate discretion as to when these services will be required to support its strategy and no expectation of usage is hereby created.

The service provider will at all times conduct any assignment awarded to it in line with the professional codes of conduct of its governing registered body and within the bounds of any current legislation as may be amended from time to time, applicable to registered auctioneers, such as, but not limited to the CPA (Consumer Protection Act, as amended) and or other regulations applicable.

NOTE: Determination of the value of the quotation for preference points principle to be utilized when assessing quotations will be based on the expected counter party commission to be realized by the auctioneer based on the reserve price per ECDC listing of properties.

4.1.1 The scope of the appointed bidder (s)'s involvement will be as follows: -

The ECDC/process will require the Bidder to have:

- ✓ A sufficiently large existing database of buyers to attract highest market value.
- ✓ Ability to prepare professional marketing catalogues of assets under lot – so that customer clearly understand the description, location of the asset and what they are purchasing, and any restrictive conditions that may be applicable to a particular asset, etc.
- ✓ Existing access to various alternative market channels to advertise using most efficient market reach including but not limited to press, social media, bulk SMS, etc.
- ✓ Ability to conduct both online and on-site auctions simultaneously.
- ✓ Access to adequate professional resources internally to adjust terms and conditions of sale, Deeds of sale, etc. as tailored for requirements of the ECDC and applicable governing regulations.
- ✓ Adequately staff business to ensure smooth administration of bidders prior to auction as well as complete close-out and handover reporting after the auction.

Upon instruction, ECDC will provide the service provider(s) with a list of erven for auction disposal, this will include an erf number, address, and a current market value – which is to be set as the reserve price. The service provider will then be required to:

- a) Plan, co-ordinate, project-manage, administer, and timeously market all properties by various means up to date of auction.
- b) Post-auction implementation to include the preparation of a comprehensive handover report, which will comprise at least:
 - Full details of all registered bidders and proof of deposits received.
 - Full system generated details of bids on auction and final price received per property.
 - All FICA documentation on successful bids
 - Valid, signed T&C's and DOS's
 - Transfer of full deposits and registration fees on all successful bids to ECDC.
 - Proof of receipt of commission on sale by Auctioneer – proof of deposit with recon of split between commission/deposit.
 - Proof of reimbursement of all registration fees on unsuccessful bids
- c) Auction to be conducted both simultaneously on-site and on-line.
- d) Auction to be advertised in the local press, social media platforms and other platforms utilized by the auctioneer as per their buyer database (website, bulk SMS, etc.). At least 4 weeks of marketing to take place prior to auction. Marketing to be at service provider risk.
- e) The auctioneer will be required to professionally catalogue the properties per ECDC list in readiness prior to first advertisement being run to ensure that users can properly identify the property, the locations, the measurements, etc. Photo imagery as well as cadastral overlay images will be required to be included as not all erven have official street names / addresses.
- f) All buyers are to be properly registered, FICA compliance per CPA and registration fee paid prior to date of auction in order to be allowed to bid on any property. Registration fee to be determined by ECDC based on value of reserve pricing, set so to avoid delays.
- g) Adjust Terms and Conditions of sale and DOS as required by ECDC internal processes.

- h) After successful auction preliminary report on results of auction to be provided to ECDC within 48 hours. Full close out report & handover documentation per point 2 above to follow within 2 weeks after date of auction.
- i) All commission (as agreed per RFQ) and further costs should be for the purchaser's account. Gross bid price to be sale price and amount transferred to ECDC, no further setoffs applicable.
- j) Registration fee penalties on forfeited highest bid sales will be shared equally between the auctioneer and bidder.

5. Required Capacity, Qualifications, Experience & Track Record

Interested Service Providers must demonstrate the following in their proposal.

5.1 Capacity - Bidders must demonstrate that:

- a) The Service Provider has adequate human resources for this bid.

ECDC requires at a minimum the following Key Personnel to be allocated to the project, who have atleast the following years' experience in the area that they are allocated for

- ✓ 1 x registered **Certified** Auctioneer (not a candidate, nor an associate auctioneer) – 5 yearsof experience.
- ✓ 2 x Sales agents of immoveable property – 2 years of experience
- ✓ Marketing & administration agent – 2 years of experience.

- b) The Service Provider has a good company track record and defined in the minimum requirements in functionality evaluation.

5.2 Experience & Track Records - Bidders must demonstrate that:

- c) It has a minimum of 5 years' previous experience in the field to which this bid relates to.

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS IN YOUR PROPOSAL WILL RESULT IN POINTS NOT BEING ALLOCATED FOR IT.

CONDITIONS SPECIFIC TO THIS BID

1. RESPONSIBILITIES AND DUTIES

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

2. OBLIGATION TO PERFORM AND SUB-CONTRACTING

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

3. PERFORMANCE GUARANTEE – (NOT APPLICABLE)

- 3.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.
- 3.2. 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.
- 3.3. 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:
- 3.4. 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
- 3.5. 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 Special Conditions of Contract.
- 3.6. Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 4.1. 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 contractor any other amount which may be due to him.

5. ECDC FACILITIES

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

6. FORCE MAJEURE

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

7. RESPONSIBILITY TO PERFORM

- 7.1. Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract or task instruction in the Service Level Agreement concluded between the bidder(s) and ECDC.
- 7.2. If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 7.3. ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.
- 7.4. A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.
- 7.5. ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
- 7.6. ECDC may also consider termination of the contract.

8. SERVICE LEVEL AGREEMENT

A generic service level agreement of the appointed bidder(s) will be entered into.

Offered solutions and products shall be concluded between ECDC and the successful service provider(s) upon awarding of a specific task of bid request.

The service level agreement should also include the following:

- The Service Requirements from time of appointment to final close out and hand-over and transfer of proceeds for implementation to our conveyancers.
- The workstream phases and timelines for each phase of the auction up to final delivery and hand-over for conveyancing implementation. This should include at least the following work-stream phases as indicated in the scope of works under terms of reference of this bid document above.
- Penalties will apply on non-performance as part of the SLA, this will include but not limited to all identified breaches in the SLA as well as GCC.

9. INSURANCE

- 9.1. Service Provider should have a valid Fidelity Fund Certificate.
- 9.2. Service Provider should have professional indemnity and fidelity guarantee insurance to at least the minimum value of R2.5 million.

10. DURATION OF THE CONTRACT

- 10.1. It is anticipated that the appointment of the approved bidder(s) will be made during **July 2023** and the service provider(s) will be expected to be available immediately as soon as a Service Level Agreement is signed.
- 10.2. Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder.

11. PAYMENTS AND TAX

- 11.1. Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, except for any price adjustments authorized at ECDC's request for bid validity extension. These services should be delivered in line with the Department of Public Services and Administration Hourly Fee Rates for Consultants.
- 11.2. 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.
- 11.3. The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.
- 11.4. Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

- 11.5. The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.
- 11.6. Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;
- 11.7. A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- 11.8. A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

VALUE ADDED TAX (VAT)

- ✓ **Prices quoted by VAT Vendors MUST be inclusive of VAT** and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1) be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price
- ✓ In all instances where bidders (including VAT Vendors) have excluded VAT from the prices quoted , such prices must be evaluated excluding VAT and if the bidder is successful , the letter of award of contract will state that the price at which the contract is awarded is exclusive of VAT and the VAT will not be added on at any stage . **The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.**
- ✓ **Prices quoted by non-VAT Vendors MUST NOT include VAT.** However Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover to be above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Services (SARS) as VAT Vendors. **The award of such a contract would be conditional pending the successful Bidder submits proof of registration as a VAT Vendor with SARS**

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

The commission is a counter party expense, any further expenses or disbursements must be PRE-APPROVED by ECDC.

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		
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

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

VERY IMPORTANT
Directors/Employees in the Service of State

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

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

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

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

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

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

.....

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

ANNEXURE B: KEY PERSONNEL

1	How many full-time staff will be involved in this project?			
2	Provide the names of the full-time staff members and indicate the portfolios for which they are responsible.			
a)	Project Leader			
	Name of staff member	Designation	Accreditation to Bodies/Qualification (Indicate Yes/No) Attach Certificate	Years of Relevant Experience Attach CV/Profile

Annexure C: Form of Offer and Acceptance Offer

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

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

PROJECT: REQUEST FOR QUOTATION FOR PROFESSIONAL AUCTIONEER SERVICES FOR DISPOSAL OF IMMOVEABLE PROPERTY FOR THE PERIOD OF THREE YEARS

Bid No: ECDC/ELN/383/062023

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

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

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

R (In figures)

Rand (in words)

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

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

Company or close corporation:

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

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

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

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

SIGNED FOR THE TENDERER:

--	--	--

Name of Representative	Signature	Date
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SIGNED BY WITNESS:

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Name of Representative	Signature	Date
-------------------------------	------------------	-------------

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

.....

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

Annexure D: Pricing Schedule

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

Bidders are required to expressly cover their proposed commission rate for auctioneers' services.

Commission rates are considered to be all-inclusive and as such no further hourly, travel or disbursement charges will be considered. These commission rates are to be charged to the counter-party upon successful sale only – these will not be the responsibility of the ECDC. No commission or other fee can be charged on unsuccessful sales that do not meet the pre-established reserve pricings and thus are not considered "authorised sales".

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/Commission rate Prices must remain valid for a period of 24 months 120 days from date of closure of bid and for the full period of 24 months

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.

Prices / commission rate will be fixed and firm for the duration of the project.

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

Bidders are required to quote as per the specification contained on this document.

Table A: Commission only

Bidders should provide a scale of commission rates based on the value of properties handed over for auction during any stage of the 24 month award period for example:

Item	Scale Description	Commission Rate (incl. VAT)
1.	Reserve values in total instructed between 0 to R2,5 million	
2.	Reserve values in total instructed between R2,5 million to R5 million	
3.	Reserve values in total instructed between R5million to R7,5 million	
4.	Reserve values in total instructed between R7,5 million to R10 million	
5.	Reserve values in total instructed above R10 000 000 to R15 million and above	

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

The Bid Fees/Prices/Commission rates must remain valid for a period of 120 days from date of closure of bid and remain as set for the full period of the award.

The ECDC will compare price scoring across bids received by comparing the effective weighted average commission between bids received calculated by extending the commission rate against the maximum of each scale threshold (with scale no. 5 being calculated on the maximum of R15 000 000) and comparing the total commission costs that emanate. By way of an example and for clarity as follows:

	Scale	Threshold Maximum	Commision Rate	Comission Amount
1	Reserve values in total instructed between 0 to R2,5 million	R 2 500 000	5.00%	R 125 000
2	Reserve values in total instructed between R2,5 million to R5 million	R 5 000 000	4.00%	R 200 000
3	Reserve values in total instructed between R5million to R7,5 million	R 7 500 000	3.00%	R 225 000
4	Reserve values in total instructed between R7,5 million to R10 million	R10 000 000	2.00%	R 200 000
5	Reserve values in total instructed above R10 000 000 to R15 million and above	R15 000 000	1.00%	R 150 000
Weighted average commission across scales		R40 000 000	2.25%	R 900 000

Weighted average represents the following formula:
$$\frac{\text{Total commission amount}}{\text{Threshold maximum}} \times \frac{100}{1}$$

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

Annexure E: BIDDER'S DISCLOSURE (SBD4)

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

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- If so, furnish particulars:

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

- If so, furnish particulars:

3. DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

ANNEXURE F: STATEMENT OF CONSENT TO DATA PROCESSING

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

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

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

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

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

SIGNATURE of the DELEGATED AUTHORITY		DATE	
---	--	-------------	--

SBD 6.1: Complete in full and sign

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

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

1. GENERAL CONDITIONS

1.1 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:**

b) The value of this bid is estimated to exceed R100 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:

(e) Price; and

(f) Specific Goals.

(g) maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 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 regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation

that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

also be indicated as such.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed,

based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

National Treasury General Conditions of Contract will apply