



CALL FOR BIDS

BID NO: ECDC /ELN/381/032023

BID SUBJECT: **PROVISION OF INSURANCE BROKERAGE AND RELATED SERVICES FOR THE PERIOD OF FIVE (5) YEARS**

Consisting Of:

The Request for Quotation (Returnable) - This Document
Issued by:

Prepared By

Eastern Cape Development Corporation
ECDC House, Ocean Terrace Park, Moore Street,
Quigney, East London.

BIDDER NAME:

CSD NUMBER:

FSP NUMBER:

CLOSING DATE:	15 May 2023
CLOSING TIME:	12h00

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SECTION A:**ABBREVIATIONS AND ACRONYMS**

B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	Central Supplier Database for Government
FSCA	Financial Sector Conduct Authority
FSP	Financial Service Provider
FAIS	Financial Advisory and Intermediary Services Act
AIISA	Associate of the Insurance Institute of South Africa
ICIBS	Intermediate Certificate in Business Studies (ICIBS)

B: DEFINITIONS

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

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

Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	Means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short-term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function on behalf of ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under a certain value as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI

Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as 'Bid" above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

1. General Information

1.1 Invitation to Bid

- 1.1.1.1 Eastern Cape Development Corporation (ECDC) wishes to engage the services of an authorized, reputable and competent Financial Service Providers to provide Insurance Brokerage (Intermediary) and Related Advisory Services for ECDC Movable Assets and Immovable Assets, which includes but is not limited to, provision of short-term insurance cover and claims administration services in all aspects of the ECDC business for a period of five (5) years.
- 1.1.1.2 ECDC is a development finance institution whose primary business is the planning, financing, co-ordination, marketing, promotion and implementation of development in the Eastern Cape.
- 1.1.1.3 The scope covers portfolios identified at this stage and does not necessarily limit the scope to the listed services. The service provider is expected to advise ECDC of any other relevant portfolios that might be of benefit to the organization and any other important information not covered in the bid document.
- 1.1.1.4 Bidders are encouraged to suggest additional improvements and value adds related to rendering of short-term insurance. Details of value adds, if any, must be submitted as part of the responses to the bid and indicated as such.

1.2 Eligibility to Bid/Minimum Requirements

- 1.2.1.1 The Service Provider to be registered as an authorized Financial Service Provider with the FSCA (Financial Sector Conduct Authority) and is licensed as a Financial Services Provider in terms of the FAIS Act (Financial Advisory and Intermediary Services Act).

1.3 Estimated Timeline

Activity	Date	Time
1 Placing of advert	21 April 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 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	08 May 2023	16:00
4 Final date of submission of bids	15 May 2023	12h00 pm
5 Bid Validity	6 months	

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

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

1.4 Compulsory Briefing Session

There will be 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.

Very Important

Bidders should send an email to ECDC Procurement 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/evaluated due to the inability of the BEC not 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/381/032023

Project Name: PROVISION OF INSURANCE BROKERAGE AND RELATED SERVICES FOR THE PERIOD OF FIVE (5) 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 initialled.**
- c) Should the submission not be in a sealed envelope ECDC will not be responsible for any loss/misplaced portion of bid document, supporting schedules and annexures.**
- d) One original duly signed (by authorised representative. Delegation of Authority to be attached) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**
- e) 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.**
- f) Submission means that the Bid Document should be inside the ECDC HEAD OFFICE AT ECDC HOUSE tender box.**

Preferential Procurement

This bid and during the time of Request for Quotation the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022 as applicable to Provincial Government Business Enterprises as listed under Schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time will apply.

1.6 Evaluation Criteria

All submitted bids will be evaluated in the following stages:

Pre-Qualification	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified. Service Providers that have passed this will be evaluated on stage 1
Stage 1	Involves an evaluation of Functionality only - At this stage Bidders must score a minimum score of 70% for functionality in order to be evaluated for stage 2 (Preferential procurement points).
Stage 2	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. Specific Goals: 20 points will be allocated as per the specific goals determined by the ECDC SCM Policy

1.6.1 Pre-Qualification Stage (Mandatory Requirements)

Bidders to meet the following Mandatory Requirements in order to be evaluated on stage 1;

Table 1: Mandatory Requirements

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

PRE-QUALIFICATION MANDATORY REQUIREMENTS		
Description	Mandatory Requirement for Award	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>2.</p> <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
<p>3.</p> <p>Professional Indemnity Insurance Cover of the Bidder</p> <p>Service Provider to have a Professional Indemnity Insurance cover is a requirement in terms of the Financial Advisory and Intermediary Services Act of 2002 (FAIS Act).</p>	Yes	Yes
<p>4.</p> <p>The Service Provider to be registered as an authorized Financial Service Provider with the FSCA and is licensed as a Financial Services Provider in terms of the FAIS Act (Financial Advisory and Intermediary Services Act).</p> <p>ECDC reserves the right to verify if the Service Provider is approved by the FSCA to provide intermediary services.</p>	Yes	Yes

PRE-QUALIFICATION MANDATORY REQUIREMENTS		
Description	Mandatory Requirement for Award	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>5. Letter of Authority</p> <p>A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances</p> <ul style="list-style-type: none"> ✓ Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf <p>OR</p> <ul style="list-style-type: none"> ✓ Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf <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 authorising the signatory will be accepted – Board Resolution to be signed by the duly authorised individual(Chairperson of the Board/Company Secretary).</p>	Yes	Yes
<p>6. Annexure A – Supplier Information (Completed and Signed by the Duly Authorised Person) Attach Delegation of Authority.</p>	Yes	Yes
<p>7. Annexure B – Form of Offer (Completed and Signed by the Duly Authorised Person) Attach Delegation of Authority.</p>	Yes	Yes
<p>8. Annexure C– Pricing Schedule (Completed in Permanent Ink and signed by the Duly Authorised Person) Attach Delegation of Authority.</p>	Yes	Yes
<p>9. Annexure D– (SBD 4): Bidders Disclosure (Signed and Completed by the Duly Authorised Signatory) . Attach Delegation of Authority.</p>	Yes	Yes
<p>10. Annexure E - Statement of Consent to Data Processing (Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority.</p>	Yes	No (Should be completed before evaluation)

PRE-QUALIFICATION MANDATORY REQUIREMENTS		Mandatory Requirement for Award	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
Description			
11	<p>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>Note Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocated accordingly.</p>	No	No
12.	<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No
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

PRE-QUALIFICATION MANDATORY REQUIREMENTS		
Description	Mandatory Requirement for Award	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>17.</p> <p>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>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 locality.</p> <p>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocates accordingly.</p>	No	No
<p>18. Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No

A) FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR QUOTATION BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

STAGE 1 – FUNCTIONALITY EVALUATION CRITERIA

Involves an evaluation of functionality of the Bidder.

At this stage Bidders must score a **minimum score** of **70%** for functionality to be evaluated for stage 2 (Preferential procurement points). Failure to meet the minimum score will lead to a disqualification of the Bid for further evaluation.

CRITERIA FOR FUNCTIONALITY (100 points)		
1.COMPANY ASSOCIATION		10 points
a	<p>Service Provider is a member of a South African Insurance Intermediary Association that complies with the FAIS Act (e.g. FIA, SASFIA etc.) Yes = 10 points No = 0 points</p> <p>Submission Documents for Scoring: Certified Copy of Membership Certificate.</p>	10
COMPANY EXPERIENCE		20 POINTS
a	<p>6 or more short insurance projects with reference letters from contactable references where short term insurance projects have been successfully undertaken of which at least one (1) of the projects was in the last seven (7) years (from 2015)</p> <p>6 (six) Reference letters will also be considered from clients where the Service Providers is currently rendering the services.</p>	20
b	<p>5 or more short term insurance projects successfully undertaken of which at least one (1) of the projects was in the last seven years (from 2015).</p> <p>Submission Documents for Scoring:</p> <p>5 (five) Reference Letters of which at least one (1) of the projects was in the last seven years (from 2015)</p>	15
c	<p>4 short term insurance projects successfully undertaken of which at least one (1) of the projects was in the last seven years (from 2015).</p> <p>Submission Documents for Scoring:</p> <p>4 (four) Reference Letters of which at least one (1) of the projects was in the last seven years (from 2015)</p>	12
d	<p>3 short term insurance projects successfully undertaken of which at least one (1) of the projects was in the last seven years (from 2015).</p> <p>Submission Documents for Scoring:</p> <p>3 (three) Reference Letters of which at least one (1) of the projects was in the last seven years (from 2015)</p>	9
e	<p>2 short term insurance projects successfully undertaken of which at least one (1) of the projects was in the last seven years (from 2015).</p> <p>Submission Documents for Scoring:</p> <p>2 (two) Reference Letters of which at least one (1) of the projects was in the last seven years (from 2015)</p>	5
f	Less than 2 short term insurance projects successfully undertaken.	0
HUMAN RESOURCES		25 POINTS
a	<p>Accounts Executive to have the following minimum qualifications and experience in order to be scored.</p> <p>Qualification required for Accounts Executive:</p>	15

CRITERIA FOR FUNCTIONALITY (100 points)		
	<p>a) Be an Associate of the Insurance Institute of South Africa (AIISA) or Licentiate</p> <p>Submission Documents for Scoring: Submit Certified copy of qualifications.</p> <p>Experience required for Accounts Executive:</p> <ul style="list-style-type: none"> • 10 years' experience in providing short term insurance technical underwriting and claims support from at least the previous 10 years = 15 • 5 – 9 years' experience in providing short term insurance technical underwriting and claims support from at least the previous 5 – 9 years = 8 points • Less than 5 years' experience in providing short term insurance technical underwriting and claims support = 0 points <p>Submission Documents for Scoring: Submit CV of the Accounts Executive clearly indicating the years of experience as defined above.</p>	
b	<p>Claims Technician to have the following minimum experience.</p> <p>A minimum of 3 years' experience in providing similar short-term insurance technical claims support from at least the previous 3 years (since 2017)</p> <p>Scoring: Claims Technician has the minimum years of experience</p> <ul style="list-style-type: none"> • Yes = 10 • No = 0 <p>Submit CV stipulating the relevant minimum years of experience as defined above</p>	10
ADDITIONAL SUPPORT		30 POINTS
a	<p>Demonstrate how you will provide Risk Management Training and skills transfer to Asset and Risk Managers at ECDC</p> <p>Submission Documents for Scoring:</p> <p>Risk Management Training Plan including Skills Transfer = 10 points No Risk Management Plan submitted = 0 points</p>	10
c	<p>Online Access for Portfolio (Screen shots of client portfolio) The bidder to avail themselves for presentation to demonstrate a live simulation i.e. (Claims history, claims lodged, policies held)</p> <p>Submission Documents for Scoring:</p> <p>Screen Shots of Client Portfolio = 10 points No Screen Shots of Client Portfolio = 0 points</p>	10
d	<p>Service Provider to provide online access tool to view ECDC portfolio and log Claim. Claims lodged document to be provided.</p> <p>Link that shows that the Service Provider does have an online service for Clients to access their portfolio and log claims and live simulation = 10 points</p> <p>No link provided = 0 points</p>	10
TOTAL		85 POINTS

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 2).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

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

So = Total score for bid under consideration

Ms = Maximum possible score

Ps = percentage scored for functionality by bid under consideration

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

1.6.2 Stage 2– Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the Specific Goals in line with 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:

- (i) Price; a
 - (ii) 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 .

1.6.3 GENERAL CONDITIONS

1.6.3.1 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).

1.6.3.2 **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.

1.6.3.3 Points for this tender shall be awarded for:

- (iii) Price; and
- (iv) Specific Goals.

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

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

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

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

1.10 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification before the award of the Bid.

1.11 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.

1.12 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.

1.13 Tax Clearance Certificate requirements

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

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

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

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

1.14 Confidentiality

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

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

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

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

1.15 Inventions Patent and Copyrights

1.15.3 The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

1.15.4 Provide ECDC the sole and exclusive right to alter and adapt the work.

1.15.5 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.

1.16 Ethics

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

1.16.4 The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement

process.

1.17 Competition

- 1.17.3 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.
- 1.17.4 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.
- 1.17.5 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.
- 1.17.6 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.17.7 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.17.8 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.
- 1.17.9 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.

1.18 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.

1.19 Interviews

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

1.20 Signing of documentation

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

1.21 Contract award

- 1.21.3 The successful bidder will be notified of the bid award in writing by the Procurement Department.
- 1.21.4 The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level 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.
- 1.21.5 As a guideline regarding the content of the service level agreement, the bidder is referred to the **General Conditions of Contract**.
- 1.21.6 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.
- 1.21.7 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.

1.21.8 The ECDC will not entertain any request for feedback on the results of the bidding process before the final awarding of the contract.

1.22 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.

1.23 Disclaimer

- 1.23.3 This 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.
- 1.23.4 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.
- 1.23.5 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
- 1.23.6 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.
- 1.23.7 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
- 1.23.8 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.

1.24 Contact and Communication

- 1.24.3 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.
- 1.24.4 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.24.5 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.
- 1.24.6 All communication between the Bidder(s) and ECDC must be done in writing.

Details	Bidding Procedure
Department	Procurement Department
Contact person	S. Matyaleni
Telephone number	043 704 5600
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

- 1.24.7** 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.
- 1.24.8** 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).
- 1.24.9** 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.
- 1.24.10** 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

Vision

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

Mission

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

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

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”.

1. Background to the Project

The Eastern Cape Development Corporation has in its Asset Register a portfolio of movable and immovable assets. Immovable assets comprise vacant land, residential, commercial, agricultural, industrial and leisure properties. Movable assets include, amongst others, furniture, equipment, computers, cell phones, and vehicle.

The assets are situated throughout the Eastern Cape Province and the total value of the portfolio approximates R 1 billion. In terms of the Public Finance Management Act (PFMA), an entity has to ensure that its assets are adequately insured.

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The assets are situated throughout the Eastern Cape Province and the total value of the portfolio approximates R 1 billion. In terms of the Public Finance Management Act (PFMA), an entity has to ensure that its assets are adequately insured.

2. Scope of Services Required

Eastern Cape Development Corporation (ECDC) wishes to engage the services of an authorised, reputable and competent Financial Service Providers to provide Insurance Brokerage (Intermediary) and Related Advisory Services for ECDC Movable Assets, which includes but is not limited to, provision of short-term insurance cover and claims administration services in all aspects of the ECDC business for a period of five (5) years. ECDC is a development finance institution whose primary business is the planning, financing, co-ordination, marketing, promotion and implementation of development in the Eastern Cape.

The scope covers portfolios identified at this stage and does not necessarily limit the scope to the listed services. The service provider is expected to advise ECDC of any other relevant portfolios that might be of benefit to the organization and any other important information not covered in the bid document.

Bidders are encouraged to suggest additional improvements and value adds related to rendering of short-term insurance. Details of value adds, if any, must be submitted as part of the responses to the bid and indicated as such.

3.1 DELIVERABLES

- **Renewal**
 - Renewal terms must be communicated in writing three months before the renewal date.
 - Information required for renewal to be communicated in writing three months before the renewal date.
 - Changes in policy to be communicated in writing within seven days after the changes have been affected.
 - Provide policy summary after renewal within seven days of renewal.
 - Renewal adjustment statement must be submitted within seven days.
 - Renewal and adjustment premium calculations submitted with invoices and insurance portfolio highlighting changes within seven days.

- **Claims management and response.**
 - Claim statistics report to be submitted on a quarterly basis and also on request.
 - Expedient response (within 5 working days) on claims submitted.
 - Proof of claim payment submitted to ECDC insurance representative within 5 days.

Other Requirements required to be submitted and agreed with ECDC within 7 days of contract award

- Provide tracking and feedback process on logged claims and queries raised by ECDC to ensure customer satisfaction.
- Tenderer proposal on how to negotiate and place the ECDC's insurance portfolio with insurance underwriters and present the underwriting terms to the ECDC's acceptance each year.
- Tenderer proposal on how to administer the ECDC's short term insurance portfolio as the Scope of works.
- How to assess the ECDC's cover and provide advice on adequate cover to be taken out

3.2 TABLE OF SUM TO BE INSURED

3.2.1 EASTERN CAPE DEVELOPMENT CORPORATION:

EASTERN CAPE DEVELOPMENT CORPORATION - MOVABLES

Section	Sum Insured	Comments/Excess
Property Damage		
Section A		R 10,000 each and every loss applicable to all losses other than Portable Electronic Equipment and Cellphones where the deductible applicable is 10% of loss, minimum R 2,500 each and every loss
Office Contents	R 5,000,000	
Generators	R 914,000	
Electronic Equipment: Hardware and Software	R 15,575,843	
Business All Risk		
<i>Laptops and Mobile Tools</i>		
<i>Cellular Phones</i>	R 2,948,924	
<i>Various Digital Cameras</i>		
Engineering		
<i>Machinery and Electronic Breakdown</i>	R 19,438,767	
Business Interruption (Gross Rental) - 12 Month Indemnity Period		Refer to Immovable Tender for Details of Cover
Business Interruption following Damage as insured under Section A Property Damage		
<i>Gross Rentals - 12 month Indemnity Period</i>	R 5,000,000	First Loss Limit included in Policy Limit
<i>Buildings Below R2,500,000</i>	R 808,058	

<i>Increase in Cost of Working</i>	Not Insured	
Business Interruption following Damage as insured under Section B Engineering	R	2,500,000
<i>Increase in Cost of Working</i>	R	50,000
General Extensions		
Claims Preparation Costs	R	250,000
Protection of Property	Not Insured	
Recovery Charges	R	250,000
Temporary Repairs and Measures Following Damage	R	25,000
Import Surcharge	R	100,000
Costs in Gaining Access	R	100,000
Additions (Capital Additions)	R	100,000
Section A - Property Damage		
Theft Forcible and Violent Entry and/or Exit (Non-Forcible and Violent Entry/Exit)	R	5,000,000
Theft - Malicious Damage	R	500,000
Money	R	75,000
Accidental Damage including Sprinkler Leakage	R	250,000
Documents	R	250,000
Professional Fees	R	250,000
Statutory Duties	R	250,000
Clearance Costs	R	100,000
Reconstitution of Data	R	50,000
Temporary Replacement Property	R	50,000
Locks, Keys and Access Cards	R	50,000
Fire Extinguishing and Prevention Expenses	R	250,000
Incompatibility	R	50,000
Section B - Engineering		
Machinery and Electronic Breakdown	R	18,326,000
Operational Media	R	500,000
Clearance Costs	R	100,000
Expediting Costs	R	50,000
Professional Fees	R	50,000
Increased Leasing/Hire Costs	R	50,000
Reconstitution of Data	R	50,000
Incompatibility	R	50,000
Temporary Replacement Property	R	50,000
Section C - Business Interruption		
Increase Cost of Working in respect of Engineering (Indemnity Period: 3 Months)	R	50,000
Public Liability		
<i>Retroactive Date 1 May 2019</i>		Limit of Indemnity is on Any One Loss except for Spread of Fire - Annual Aggregate

Property Damage - Buildings	R	449,501,120	R250,000
Buildings Below R2,500,000	R	39,421,672	R250,000
Total	R	488,922,792	
Policy Limit	R	60,000,000	
Engineering - Machinery Breakdown			
~ First Loss Limit (Butterworth and East London Offices)	R	100,000	
Theft Forcible and Violent Entry and/or Exit	R	250,000	
~ First Loss Limit applicable to ECDC Office Buildings only including Land Lord's Fixtures and Fittings in East London, Butterworth and Mthatha)			
Material Breakout/Solidification	R	2,500,000	
Public Authorities Requirements	R	2,500,000	
Professional Fees	R	10,000,000	
Plans Scrutiny Fees	R	50,000	
Clearance Costs	R	10,000,000	
Fire Extinguishing Refill Costs	R	250,000	
Fire Extinguishing and Prevention Expenses	R	1,000,000	
Property in the Course Construction	R	-	
Glass Reinstatement	R	250,000	
Business Interruption			
Gross Rentals	R	5,000,000	Cover on First Loss Limit included in Policy Limit and no longer on Full Declared Value to majority of Properties not being covered 1 August 2022
Indemnity Period 12 Months			Gross Rentals: 30 days' time excess
Contractors All Risks			
Annual Turnover	R	58,000,000	Includes Assets Refurbishment Programme
General Building & Renovations Limit any one Project	R	34,000,000	R20,000 each and every loss
Contractors Third Party Liability	R	20,000,000	R25 000,00
SASRIA			
As per Underlying Policy	R	449,501,120	
SASRIA - Buildings Below R2,500,000	R	39,421,672	
Excess of Loss		Not Covered	
Construction All Risk SASRIA	R	34,000,000	

3.2.1.2 ANNUAL CONTRACTING TURNOVER (Provide Construction/renovation budget)

The anticipated Contracting Annual Turnover is as follows

CAPITAL PROJECTS	2023/24
All properties	R 34 000 000
	R 10 000 000

3.2.2. ONESTOP SHOP:

Section		Sum Insured/Limit of Indemnity	Comments/Excess
Office Contents			
1	Subsection - A Contents	55,000	10% of Claim Minimum R500
3	Subsection - C Documents	400,000	Alarm Warranty Applicable
4	Subsection - D Contents	400,000	
Extension			
	Leakage of Oils	100,000	
	Riot and Strike	100,000	
Business Interruption (12 months Indemnity Period)			
	Additional Increase in Cost of Working	100,000	10% of Claim Minimum R500
	Prevention Of Access	250,000	Outstanding Debit Balances - R500
	Public Utilities - Insured Perils Sum Insured	50,000	
	Public Telecommunications - Insured Perils Sum Insured	50,000	
	Outstanding Debit Balance	250,000	
	Transit Extension Sum Insured	100,000	
Theft			
	First Loss Limit	27,500	Alarm Warranty Applicable
	Building Damage - Property in the Open Extension	20,000	
Money			
	Minor Limit	10,000	Basic - 10% of Claim Minimum R750
	Major Limit	33,000	Medical Expenses
	Crossed Cheques	100,000	In regarding to any money in transit it is warranted that all transporting of money:
	Personal Accident - 4 Persons		a) shall be direct unbroken trips from or to the insured premises and the bank;
	Death and Permanent Disablement	R 10,000	b) up to R10,000 shall involve at least one adult person
	Temporary Total Disablement	R 500	c) in excess of R10,000 shall involve at least two adult persons throughout the duration of the trip;
	Medical Expenses	R 4,000	d) in excess of R15,000 shall be in the custody and control of recognised professional security guards
Public Liability			
1	General and Tenants	5,000,000	General and Tenants - R2,500
2	Products Liability	2,500,000	Products Liability and Defective Workmanship - R2,500
3	Defective Workmanship	2,500,000	Legal Defence Costs and Wrongful Arrests - R500
5	Legal Defence Costs	500,000	
6	Wrongful Arrests	250,000	
Employers Liability		2,000,000	
Electronic Equipment			
1	Hardware and Software	5,000,000	R1,000

2	Increase in Cost of Working	25,000	
3	Reinstatement of Data	50,000	
4	Additional Increase in Cost of Working	50,000	
SASRIA			
-	All Sections		All Sections

3.2.3. CRAFT SHOP:

Section		Sum Insured/Limit of Indemnity	Comments/Excess	
Fire and Allied Perils			-	
5	Stock	R 508,200	R1,000	
6	Debris Removal	R 200,000	Fire Extinguishing Alarm Applicable	
7	Disposal of Salvage	R 200,000		
Extensions				
	Leakage of Oils	R 100,000		
	Riot and Strikes	R 100,000		
Business Interruption (12 months Indemnity Period)				
-	Gross Profit	R 1,000,000		
	Additional Increase in Cost of Working	R 100,000		
	Fines and Penalties	R 50,000		
	Prevention Of Access	R 250,000		
	Public Utilities - Insured Perils Sum Insured	R 50,000		
	Public Telecommunications - Insured Perils Sum Insured	R 50,000		
	Outstanding Debit Balance	R 500,000		
	Transit Extension Sum Insured	R 50,000		
Theft				
	First Loss Limit	R 27,500	Alarm Warranty Applicable	
	Building Damage - Property in the Open Extension	R 20,000		
Money				
	Minor Limit	R 10,000	Basic - 10% of Claim Minimum R750 Medical Expenses In regarding to any money in transit it is warranted that all transporting of money: a) shall be direct unbroken trips from or to the insured premises and the bank; b) up to R10,000 shall involve at least one adult person c) in excess of R10,000 shall involve at least two adult persons throughout the duration of the trip; d) in excess of R15,000 shall be in the custody and control of recognised professional security guards	
	Major Limit	R 30,000		
	Crossed Cheques	R 100,000		
	Personal Accident - 4 Persons			
	Death and Permanent Disablement	R 10,000		
	Temporary Total Disablement	R 500		
	Medical Expenses	R 4,000		
	Money in Transit Warranty			
Glass				
	All Internal and External Glass	R 58,795		10% of Claim Minimum R500

Goods in Transit (All Risks)		R	30,000	10% of Claim, Other than Hi-Jack which is 15% Minimum R1,000
	Debris Removal	R	15,000	
	Fire Extinguishing Charges	R	15,000	
Public Liability				General and Tenants - R2,500 Products Liability and Defective Workmanship - R2,500 Legal Defence Costs and Wrongful Arrests - R500
1	General and Tenants	R	5,000,000	
2	Products Liability	R	2,500,000	
3	Defective Workmanship	R	2,500,000	
5	Legal Defence Costs	R	500,000	
6	Wrongful Arrests	R	250,000	
Employers Liability		R	2,000,000	Nil
Group Personal Accident				
<u>Employees 5</u>				
1	Death	R	80,000	
2	Permanent Disability	R	250,000	
3	Temporary Disability	R	2,000	
4	Medical Expenses	R	10,000	
Electronic Equipment				R1,000
1	Hardware and Software	R	38,500	
2	Increase in Cost of Working	R	50,000	
3	Reinstatement of Data	R	50,000	
4	Additional Increase in Cost of Working	R	20,000	
SASRIA				All Sections
-	All Sections			

3.2.3. NOTES

a) Table Sum to be insured:

- The table of insurance is a guideline.
- The excess figures provided in table of insurance are as per the current ECDC Insurance policy and are the maximum excess figures the ECDC will accept.
- It must be highlighted that the ECDC can, after awarding the tender to the successful bidder, amend the insured amounts with any further information obtained before the start of the contract

b) ECDC Annual Financial Statements

ECDC's Annual Financial Statement can be accessed at the ECDC's website. Please see below link www.ecdc.co.za

c) Disclosure on Insurance Service Provider

- **Factory and Industrial (F&I) did not renew their 40% participation on the risk for the 2017 insurance period.**
- **Underwriters came off risk on 60% of insured risks due to no-compliance with Risk Recommendations following Underwriting Surveys.**
- **Refused insurance on Cyber Risk by market in 2022.**

3.3 OBLIGATIONS OF THE BROKERAGE FIRM

These services include:

- Regular management report, risk survey, identify & assess the risks of the company to better manage them.
- Pre-sale due diligence that includes assessing needs, obtaining quotes and making recommendations on the best coverage.
- Collaborate actively with the services, the user department and procurement unit, in the preparation of the Tender documents as well as in the preliminary analysis of the offers.
- Participate actively in the negotiation of insurance contracts and their implementation by providing advice, suggesting, and possible amendments if any.
- Ensuring claims are fairly handled, brokers make a positive difference to the insured's payout from the insurer in a substantial number of claims.
- Establish, follow up and achieve a successful conclusion of the claim's records, from the statement until settlement.
- Heading off potential claims or coverage problems by being hands-on with the customer.
- Being on the alert for material changes that can affect the insurance of true values, validity of policies, and recommending appropriate guarantees changes.
- Providing administrative follow-up, such as mortgagee changes, certificates of insurance.
- Offer guarantee or insurance coverage best suited to the realities of the business.
- All other actions in favour of the company.

Underwriters must offer ECDC their solvency rating issued by solvency rating agencies issued annually

1. Required Capacity, Qualifications, Experience & Track Record (To be Aligned with Functionality)

Interested Service Providers must demonstrate the following in their proposal.

4.1 Capacity - Bidders must demonstrate that (see functionality):

4.1.1 It has adequate and skilled human resources and personnel to dedicate to the needs of the project. The Service Provider will assign to the ECDC a project team comprising of the following Members:

- Senior Manager or Equivalent (Individual to whom the Accounts Executive reports)
- Accounts Executive
- Claim Technician

4.1.2 Service Provider has a Professional Indemnity Insurance cover as per the FAIS Act and is affiliated with a Financial Intermediary Association

4.2 Qualifications - Bidders must demonstrate that:

4.2.1 The team members assigned to this Bid have the necessary qualifications in Insurance Qualification

- CV's, proof of qualifications and professional registrations (where applicable) of the team envisaged to work on the project must be attached.

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

- It has a good track record of at least 6 (six) short term insurance projects- demonstrated by the submission reference letters. **Reference letters will also be considered from clients where the Service Providers is currently rendering the services.**

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

- 1.1 Notwithstanding the fact that a description of the services have been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 1.2 The service provider shall at all times faithfully and timeously carry out and perform the services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 1.3 The Service Provider 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. Anti-dumping and countervailing duties and rights

- 3.1 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 contract or any other amount which may be due to him.

4. ECDC facilities

- 4.1 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.
- 4.2 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:
 - 4.2.1 Abide by the health, safety and security measures as prescribed by ECDC from time to time;
 - 4.2.2 To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

5. Force majeure

- 5.1 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.

6. Warranties – (Not Applicable)

- 6.1 The bidder warrants that the services supplied under the contract incorporate all recent improvements in design and

materials unless provided otherwise in the contract. The bidder further warrants that all designs etc supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by ECDC's specifications) or from any act or omission of the bidder, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 6.2** This warranty shall remain valid for twelve (12) months after the services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SLA
- 6.3** ECDC shall promptly notify the bidder in writing of any claims arising under this warranty.
- 6.4** Upon receipt of such notice, the bidder shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to ECDC.
- 6.5** If the bidder, having been notified, fails to remedy the defect(s) within the period specified above, ECDC may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which ECDC may have against the bidder under the contract.

7. Spare parts (Not Applicable)

- 7.1** The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidder:
 - 7.1.1** Such spare parts as ECDC may elect to purchase from the bidder, provided that this election shall not relieve the bidder of any warranty obligations under the contract; and
 - 7.1.2** In the event of termination of production of the spare parts:
 - Advance notification to ECDC of the pending termination, in sufficient time to permit ECDC to procure needed requirements; and
 - Following such termination, furnishing at no cost to ECDC, the blueprints, drawings, and specifications of the spare parts, if requested.

8. Insurance

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

9. Responsibility to perform

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** 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.
- 9.5** 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.
- 9.6** ECDC may also consider termination of the contract.

10. Duration of the contract

- 10.1 The project duration is estimated to be **5 Years\ 60 Months**.
- 10.2 It is anticipated that the appointment will be made during May 2023 and the service provider will be expected to be available and start immediately.
- 10.3 The successful Bidder shall be required to complete and submit the signed and duly completed Professional Consultants Services Agreement.
- 10.4 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 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, as the case may be.
- 11.2 ECDC will re-imburse the Service Provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.
- 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.

12. VALUE ADDED TAX (VAT)

- 12.1** Prices quoted by VAT Vendors **MUST** be inclusive of VAT and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1) be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price
- 12.2** 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.**
- 12.3** 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**

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

Legal Name of Bidder : (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Contact Person	
Title/Position in the Firm	
Mobile Number	
Bidder Telephone Number	
Facsimile Number	
Email Address of Contact Person	
Email Address of Bidder	
VAT Registration Number (Same as CSD)	
Central Supplier Database Number	MAAA
B-BBEE STATUS VERIFICATION	

Very Important:
(Attach B-BBEE Status Verification from Accredited Service Provider or B-BBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)

Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
--	--	---	--

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

Annexure B: Location

1	Physical Address of the Office in East London. (Attach signed valid Lease Agreement or Municipal Account in the name of the Service Provider or Tax Clearance Certificate)	
---	---	--

Designation

Signature

(Attach Delegation of Authority)

Annexure C: Profile				
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.			
	Name of staff member	Roles and Responsibility for this Project	Relevant Qualification	Years of Experience in Short Term Insurance
		Senior Manager		
		Accounts Executive		
		Claims Technician		
3. Comments:				

Annexure D: Experience	
1	Provide details of the Company's experience in working on similar projects (maximum of 5).

	Projects Completed	Date Completed	Role in that Project	Approximate Cost	Contactable References
2	Comments:				

Annexure E: Services

1	Please list below list of services and tick those services that the Company is able to provide and indicate whether these services are provided from in-house resources or contracted in from partners/service providers.				
	Service	In-house	Out-sourced	Approx. % of revenue generated from this service in past 12 months	Key institution for whom this service is currently provided

Annexure F: Form of Offer and Acceptance Offer

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

PROVISION OF INSURANCE BROKERAGE AND RELATED SERVICES FOR THE PERIOD OF FIVE (5) YEARS

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: PROVISION OF INSURANCE BROKERAGE AND RELATED SERVICES FOR THE PERIOD OF FIVE (5) YEARS
BID NUMBER: ECDC/ELN/381/032023**

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

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

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

R (in figures)

.....
.....

Rand (in words)

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

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

Company or close corporation:

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

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

Trading under the name and style of:

.....

AND WHO IS:

Represented herein, and who is duly authorized to do so, by:

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

Note:

A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

The tenderer elects as its *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 G: Pricing Schedule Professional Services

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 fee/price and disbursement structure based on the activities they propose undertaking to provide the services requested in this call for proposals.

The Pricing Schedule should be read in conjunction with the Section C (paragraph 3)

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

The Bid Fees/Prices must remain valid for a period of 90 days from date of closure of bid.

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

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

1. PRICING SCHEDULE FOR ECDC

Section	Sum Insured	Premium
Property Damage		
Section A		
Office Contents	R 5,000,000	
Generators	R 914,000	
Electronic Equipment: Hardware and Software	R 15,575,843	
Business All Risk		
<i>Laptops and Mobile Tools</i>		
<i>Cellular Phones</i>	R 2,948,924	
<i>Various Digital Cameras</i>		
Engineering		
<i>Machinery and Electronic Breakdown</i>	R 19,438,767	
Business Interruption (Gross Rental) - 12 Month Indemnity Period		
Business Interruption following Damage as insured under Section A Property Damage		
<i>Gross Rentals - 12 month Indemnity Period</i>	R 5,000,000	
<i>Buildings Below R2,500,000</i>	R 808,058	
<i>Increase in Cost of Working</i>	Not Insured	
Business Interruption following Damage as insured under Section B Engineering	R 2,500,000	
<i>Increase in Cost of Working</i>	R 50,000	
General Extensions		
Claims Preparation Costs	R 250,000	
Protection of Property	Not Insured	
Recovery Charges	R 250,000	

Temporary Repairs and Measures Following Damage	R	25,000	
Import Surcharge	R	100,000	
Costs in Gaining Access	R	100,000	
Additions (Capital Additions)	R	100,000	
Section A - Property Damage			
Theft Forcible and Violent Entry and/or Exit (Non-Forcible and Violent Entry/Exit)	R	5,000,000	
Theft - Malicious Damage	R	500,000	
Money	R	75,000	
Accidental Damage including Sprinkler Leakage	R	250,000	
Documents	R	250,000	
Professional Fees	R	250,000	
Statutory Duties	R	250,000	
Clearance Costs	R	100,000	
Reconstitution of Data	R	50,000	
Temporary Replacement Property	R	50,000	
Locks, Keys and Access Cards	R	50,000	
Fire Extinguishing and Prevention Expenses	R	250,000	
Incompatibility	R	50,000	
Section B - Engineering			
Machinery and Electronic Breakdown	R	18,326,000	
Operational Media	R	500,000	
Clearance Costs	R	100,000	
Expediting Costs	R	50,000	
Professional Fees	R	50,000	
Increased Leasing/Hire Costs	R	50,000	
Reconstitution of Data	R	50,000	
Incompatibility	R	50,000	
Temporary Replacement Property	R	50,000	
Section C - Business Interruption			
Increase Cost of Working in respect of Engineering (Indemnity Period: 3 Months)	R	50,000	
Public Liability			
<i>Retroactive Date 1 May 2019</i>			
<i>Turnover</i>	R	127,685,000	
General/Tenants/Property Owners	R	10,000,000	
Employers Liability	R	10,000,000	
Spread of Fire	R	10,000,000	
Wrongful Arrest/Defamation	R	1,000,000	
Legal Defence Costs	R	1,000,000	

Umbrella Liability		
Limit	R	20,000,000
Commercial Crime - Retroactive Date 1 August 2022		
In the Annual Aggregate	R	1,000,000
Blanket Basis		
Reinstatement Option - No		
Claims Preparation Costs	R	100,000
Cost of Recovery	R	100,000
Costs of Reinstating Office Records	R	100,000
Directors and Officers - Retroactive Date 1 August 2022		
In the Annual Aggregate	R	25,000,000
Motor		
2010 Toyota Hilux 2.0 VVTI TBA	R	91,100
Third Party Liability	R	5,000,000
Medical Expenses	R	5,000
Roadside Assist - Marsh Assist		
Sasria		
SASRIA - Non Buildings	As per Underlying Policy	
InvestSA One Stop Shop	As per Underlying Policy	
Craftshop Assets	As per Underlying Policy	
Motor	Retail Value	
Total Premium including VAT excl Commission and Broker Fees		
Commission and Broker Fees including VAT		
Total Premium + Fees including VAT Year 1		
Total Premium + Fees including VAT Year 2		
Total Premium + Fees including VAT Year 3		
Total Premium + Fees including VAT Year 4		
Total Premium + Fees including VAT Year 5		
Total Bid Price for Movables & Immovables (Year 1-5)		
SIGNATURE		

ONE STOP SHOP

Section		Sum Insured/Limit of Indemnity	Premium
Office Contents			
1	Subsection - A Contents	55,000	
3	Subsection - C Documents	400,000	
4	Subsection - D Contents	400,000	
Extension			
	Leakage of Oils	100,000	
	Riot and Strike	100,000	
Business Interruption (12 months Indemnity Period)			
	Additional Increase in Cost of Working	100,000	
	Prevention Of Access	250,000	
	Public Utilities - Insured Perils Sum Insured	50,000	
	Public Telecommunications - Insured Perils Sum Insured	50,000	
	Outstanding Debit Balance	250,000	
	Transit Extension Sum Insured	100,000	
Theft			
	First Loss Limit	27,500	
	Building Damage - Property in the Open Extension	20,000	
Money			
	Minor Limit	10,000	
	Major Limit	33,000	
	Crossed Cheques	100,000	
	Personal Accident - 4 Persons		
	Death and Permanent Disablement	10,000	
	Temporary Total Disablement	500	
	Medical Expenses	R 4,000	
Public Liability			
1	General and Tenants	5,000,000	
2	Products Liability	2,500,000	
3	Defective Workmanship	2,500,000	
5	Legal Defence Costs	500,000	
6	Wrongful Arrests	250,000	
Employers Liability		2,000,000	
Electronic Equipment			

1	Hardware and Software	5,000,000	
2	Increase in Cost of Working	25,000	
3	Reinstatement of Data	50,000	
4	Additional Increase in Cost of Working	50,000	
SASRIA			
-	As per Underlying Policies		

Total Premium including VAT excl Commission and Broker Fees		
Commission and Broker Fees including VAT		
Total Premium + Fees including VAT Year 1		
Total Premium + Fees including VAT Year 2		
Total Premium + Fees including VAT Year 3		
Total Premium + Fees including VAT Year 4		
Total Premium + Fees including VAT Year 5		
Total Bid Price for One Stop Shop (Year 1-5)		
SIGNATURE		

CRAFT SHOP:

Section		Sum Insured/Limit of Indemnity	Premium
Fire and Allied Perils			-
5	Stock	R 508,200	
6	Debris Removal	R 200,000	
7	Disposal of Salvage	R 200,000	
Extensions			
	Leakage of Oils	R 100,000	
	Riot and Strikes	R 100,000	
Business Interruption (12 months Indemnity Period)			
-	Gross Profit	R 1,000,000	
	Additional Increase in Cost of Working	R 100,000	
	Fines and Penalties	R 50,000	
	Prevention Of Access	R 250,000	
	Public Utilities - Insured Perils Sum Insured	R 50,000	
	Public Telecommunications - Insured Perils Sum Insured	R 50,000	
	Outstanding Debit Balance	R 500,000	
	Transit Extension Sum Insured	R 50,000	
Theft			
	First Loss Limit	R 27,500	
	Building Damage - Property in the Open Extension	R 20,000	
Money			
	Minor Limit	R 10,000	
	Major Limit	R 30,000	
	Crossed Cheques	R 100,000	
	Personal Accident - 4 Persons		
	Death and Permanent Disablement	R 10,000	
	Temporary Total Disablement	R 500	
	Medical Expenses	R 4,000	
	Money in Transit Warranty		
Glass			
	All Internal and External Glass	R 58,795	
Goods in Transit (All Risks)		R 30,000	
	Debris Removal	R 15,000	
	Fire Extinguishing Charges	R 15,000	
Public Liability			
1	General and Tenants	R 5,000,000	

2	Products Liability		R	2,500,000	
3	Defective Workmanship		R	2,500,000	
5	Legal Defence Costs		R	500,000	
6	Wrongful Arrests		R	250,000	
Employers Liability			R	2,000,000	
Group Personal Accident					
	<u>Employees 5</u>				
1	Death		R	80,000	
2	Permanent Disability	% OF THE DEATH BENEFIT AS SPECIFIED PER WEEK/104 WEEKS	R	250,000	
3	Temporary Disability		R	2,000	
4	Medical Expenses		R	10,000	
Electronic Equipment					
1	Hardware and Software		R	38,500	
2	Increase in Cost of Working		R	50,000	
3	Reinstatement of Data		R	50,000	
4	Additional Increase in Cost of Working		R	20,000	
SASRIA					
-	As per Underlying Policies				

Total Premium including VAT excl Commission and Broker Fees		
Commission and Broker Fees including VAT		
Total Premium + Fees including VAT Year 1		
Total Premium + Fees including VAT Year 2		
Total Premium + Fees including VAT Year 3		
Total Premium + Fees including VAT Year 4		
Total Premium + Fees including VAT Year 5		
Total Bid Price for the Craft Shop (Year 1-5)		
SIGNATURE		

ITEM	SUMMARY OF BID PRICE (to be taken to the ANNEXURE F)	AMOUNT
1.	Total Bid Price for ECDC Movables	
2.	Total Bid Price for ECDC Immovables (Buildings)	
2.	Total Bid Price for Craft Shop	
3.	Total Bid Price for One Stop Shop	
	TOTAL BID PRICE TO BE CARRIED FORWARD TO ANNEXURE F (OFFER AND ACCEPTANCE)	

SIGNATURE OF AUTHORISED PERSON OF BIDDER (Submit Letter of Authority with the Bid)		DATE	
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NB: Notes on Pricing

- ECDC requires Pricing Schedule and corresponding Offer and Acceptance for a period of five (5) years. **Note that the Amount on the Form of Offer must be the same as the amount on the Pricing Schedule.**
- If Service Provider has not provided price for all five years in the Pricing Schedule and Form of Offer, the Service Provider's bid will not be considered for evaluation.
- ECDC understands that the Short Term insurance policy is renewed annually as it is based on the claims history of the preceding year; however for evaluation purposes for the period of five years, the Service Provider is to assume that the claims history remains the same for all five years **and is required to price for all five years.**
- The five-year price based on the above assumption is a guideline for bid price evaluation purposes only.
- Claims History for the previous five years is attached.
- The Insurer of the Insurance Broker must be an AISA registered Insurer.

Annexure H - (SBD 4): BIDDER'S DISCLOSURE

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 ¹ in the enterprise, employed by the state?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

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

Full Names	
Identity Number	
Name of the 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 <input type="checkbox"/> No <input type="checkbox"/>
---	--

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

3.1 I have read and I understand the contents of the disclosure

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

¹ The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE OF AUTHORISED PERSON OF BIDDER (Note: Attach Delegation of Authority)		DATE	
		NAME OF THE BIDDER	

ANNEXURE I: STATEMENT OF CONSENT TO DATA PROCESSING

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

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

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

SIGNATURE of the DELEGATED AUTHORITY		DATE	
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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

2 GENERAL CONDITIONS

2.6 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).

2.7 Principle applicable for this tender /quotation is:

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

2.8 Points for this tender shall be awarded for:

- (v) Price; and
- (vi) Specific Goals.

2.9 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

2.10 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.

2.11 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.

3 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).

4 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

2.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point

system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

3.4. Company registration number:

3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the

contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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