



# CALL FOR BIDS

**BID NUMBER: ECDC/ELN/419/022026**

**BID SUBJECT: PROVISION OF UTILITIES MANAGEMENT SERVICES FOR ECDC PROPERTIES FOR A PERIOD OF THREE (3) YEARS**

**Request for Bids Consisting of:**

**The Request for Services (Returnable) - This Document**

Issued by:

Prepared By

Eastern Cape Development Corporation  
ECDC House, Ocean Terrace Park, Moore Street, Quigney,  
East London.  
Tel: 043 704 5600

**BIDDER NAME:** .....

**CSD NUMBER:** .....

<b>CLOSING DATE:</b>	<b>20 March 2026</b>
<b>CLOSING TIME:</b>	<b>12H00</b>

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**Board Members:** V Jarana (Chairperson) • S Siko (Deputy Chairperson) • T Cumming • T Mtotywa • Dr M Makamba • X Titus • N Mheshe • P Makhetha-Kosi  
• L Mboho-Vava (Acting Chief Executive Officer) • Company Secretary: Z Thomas

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**SECTION A:****ABBREVIATIONS AND ACRONYMS**

CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government

**B: DEFINITIONS**

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

Specific goals	<p>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:</p> <p>In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—</p> <p>(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or</p> <p>(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p>
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	<p>Means</p> <p>a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</p> <p>any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</p>
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 or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity 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

Eastern Cape Development Corporation (ECDC) is hereby inviting proposals from suitably experienced Utilities Management companies to undertake an audit of historical and current utilities (water and electricity) consumption, billing and manage engagements with respective Municipalities for resolution of discrepancies, in the Mthatha, East London, Queenstown and Butterworth Regions, for a period of three (3) years.

#### 1.2. ELIGIBILITY TO BID

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

#### 1.3. ESTIMATED TIMELINE

Activity	Date	Time
Placing of Advert	10 FEBRUARY 2026	N/A
Compulsory Briefing	<p>A non- compulsory briefing session will be held as follows:</p> <p><b>Date: 4 March 2026</b> <b>Time: 10:00</b> <b>Venue: MS Teams (link provided below)</b> <b>Link:</b> <a href="https://teams.microsoft.com/meet/37811855802021?p=pGytUK5OXzUDf6sYR0">https://teams.microsoft.com/meet/37811855802021?p=pGytUK5OXzUDf6sYR0</a> <b>Meeting ID: 378 118 558 020 21</b> <b>Passcode: 4mF37Qt3</b></p> <p>For any enquiries relating to this Bid, please email the procurement department at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>, for the attention of S Vanda.</p> <p><b>Bidders should send an email to ECDC Procurement at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> to register their interest in submitting this bid for ease of communication.</b></p>	
Last date of questions	9 MARCH 2026	16h30
Final date of submission of proposals	20 MARCH 2026	12h00
Validity Period	Three (3) Months after the bid submission date 26 June 2026	

#### 1.4. BRIEFING SESSION – NON COMPULSORY BRIEFING

There will be a non-Compulsory Briefing to be held as follows:

Date: 04 March 2026

Time: 10:00

Venue: MS Teams (link provided below)

Link: <https://teams.microsoft.com/meet/37811855802021?p=pGytUK5OXzUDf6sYR0>

Meeting ID: 378 118 558 020 21

Passcode: 4mF37Qt3

##### Note:

- This is a non-compulsory briefing session and Bidders that did not attend the Briefing Session will not be disqualified.
- For any enquiries relating to this Bid, please email the procurement department at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) for the attention of S Vanda.
- Answers/Clarity on Bid will be posted on the website at [www.ecdc.co.za](http://www.ecdc.co.za)

#### 1.5. SUBMISSION OF BID DOCUMENTS

**1.5.1** This bid is subject to the Preferential Procurement Policy Framework Act (PPPFA), 2000, and the Preferential Procurement Regulations as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

**1.5.2** Bids from persons in the service of the state, or companies with directors who are persons in the service of the state, will not be considered for doing business with the state as stated below:

**1.5.2.1** Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

**1.5.2.2** The regulation further, prohibit an employee from registering on the National Treasury Central Supplier Database (CSD) as an individual, owner of a company or director of a public or private company unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

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

**1.5.3** **Local Bidders** must ensure compliance with their tax obligations. Bidders are required to submit their **unique personal identification number (PIN)** issued by SARS to enable ECDC to verify the taxpayer's profile and tax status. Application for Tax Compliance Status (TCS) PIN may be made via e-filing through the **SARS website ([www.sars.gov.za](http://www.sars.gov.za))**. **Where no TCS PIN is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.**

**1.5.3.1** **In bids where consortia / joint ventures / sub- contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.**

**1.5.4** **Foreign bidders** who are foreign-based suppliers must complete the questionnaire in Annexure A, if the answer is "No" to all the questions, it is not a requirement to register for a tax compliance status system or provide a PIN code from SARS.

### 1.5.5 Declaration of Interest and Conflict of Interest (Annexure F)

1.5.5.1 The bidder, and its directors, trustees, shareholders and members, must declare any interest in any other related enterprise, whether they are bidding for this contract or not. **Definition of “related enterprise” is under the Section A: Definitions.**

1.5.5.2 Bidders must declare any relationship with any person employed by ECDC.

1.5.5.3 Bidders must declare that they have not engaged in collusive practices with any other bidder.

1.5.5.4 Any attempt to collude with other bidders or manipulate the bidding process may result in bidder being disqualification.

### 1.5.6 Terms and Condition

1.5.6.1 The bid document must **be signed by an authorised representative** of the bidder.

1.5.6.2 **Proof of authority (e.g., company resolution or delegation of authority) must be submitted with this bid/RFP (see Mandatory requirements for the format of proof of authority required)**

1.5.6.3 Failure to comply with these requirements **may render the bid invalid.**

### 1.5.7 Bid Validity and Offer Commitment

1.5.7.1 The bidder confirms that their offer remains binding for acceptance by ECDC during the validity period specified in this Bid

1.5.7.2 Any errors in price calculations shall be borne by the bidder, and the bid price remains final once submitted.

### 1.5.8 Bidders must submit proposals as follows

1.5.8.1 **Bid Submissions** are to be bound and **MUST** be placed in sealed envelopes in the Bid Box on or before the closing date and time of submission of proposals as indicated above labelled clearly as follows:

<b>Bid Reference Number:</b>	<b>ECDC/ELN/419/022026</b>
<b>Bid Subject:</b>	<b>PROVISION OF UTILITIES MANAGEMENT SERVICES FOR ECDC PROPERTIES FOR A PERIOD OF THREE (3) YEARS</b>
<b>Bid Submission to be Delivered at:</b>	<b>ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</b>
<b>Attention:</b>	<b>S Vanda</b>

1.5.8.2 **IMPORTANT NOTE: All bid documents are to be completed in permanent ink. If the Bid Document is not completed in permanent ink the Bidder WILL be disqualified.**

1.5.8.3 **No alterations of the Bid Document will be allowed. If the Bidder submits an altered Bid Document, the Bidder WILL be disqualified from the bidding process.**

1.5.8.4 **No correction fluid will be allowed. All corrections should be initialled.**

**1.5.8.5 One original duly signed (by authorised representative) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**

**1.5.8.6 A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified**

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

**No emailed/faxed or late submissions will be accepted by ECDC.**

**1.5.9 Late Bids/Quotations**

**No Late submissions will be accepted: Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, they will be returned unopened to the Bidder(s).**

**1.6. EVALUATION CRITERIA**

All submitted bids will be evaluated in the following three (3) stages:

<p><b>Stage 1</b></p>	<p><b>Pre-Qualification (Mandatory Requirements)</b></p> <p>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.</p>
<p><b>Stage 1</b></p>	<p><b>Functionality:</b></p> <p>Involves an evaluation of Functionality only. At this stage Bidders must score the minimum score of <b>70%</b> for functionality before they are evaluated in terms of the preferential procurement points.</p>
<p><b>Stage 2</b></p>	<p><b>Preferential Procurement points:</b></p> <p>In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive price quotations and tenders/bids with a Rand value equal to, or above R2 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.</p> <p><b>Joint Venture Preference Points Calculation (See Treasury Circular 02 of 2023/2024)</b></p> <p>For bidding purposes, a joint venture or consortium means an association of two or more individuals and/or individual business entities for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.</p> <p>When evaluating bids of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.</p>

**1.6.1.STAGE 1: PRE-QUALIFICATION STAGE (MANDATORY REQUIREMENTS)**  
**Bidders to meet the following Mandatory Requirements in order to be evaluated:**

<p><b>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</b></p> <p><b><u>DESCRIPTION</u></b></p>	<p><b>Mandatory Requirement for Award</b></p>	<p><b>Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close</b></p>
<p><b>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</b></p> <p>The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> <li>• <b>CSD Active Status – ECDC will verify whether the Bidder is registered on CSD including as to whether the Supplier Status of the Bidder is Active on CSD).</b> <ul style="list-style-type: none"> <li>- <b>Where the Supplier Active Status is Inactive by the time of bid/RFQ closing date and time, the Bidder will be disqualified.</b></li> <li>- <b>Where the Bidder is not registered on CSD by the time of bid/RFQ closing date and time, the Bidder will be disqualified and will not be evaluated further</b></li> <li>- <b>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.</b></li> </ul> </li> <li>• <b>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, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</b></li> <li>• <b>ID Number,</b></li> <li>• <b>Government Employee</b></li> <li>• <b>Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified.</b></li> </ul> <p><b><u>Onus on the Service Provider</u></b></p> <p>Onus is on the Service Provider to make sure that all the above are active and compliant on the CSD at the time of bid closing and tender award.</p> <p><b><u>Directors/Employees in the Service of State</u></b></p> <p>Bids from persons in the service of the state, or companies with directors who are persons in the service of the state, will <b>not be considered for doing business with the state as stated below:</b></p> <ul style="list-style-type: none"> <li><b>a) Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.</b></li> <li><b>b) The regulation further, prohibit an employee from registering on the National Treasury Central Supplier Database (CSD) as an individual, owner of a company or director of a public or private company unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.</b></li> <li><b>c) ECDC reserves the right to verify such information from their AO/AA</b></li> </ul> <p><b><u>JV's and Consortium</u></b></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	<p>Yes</p>	<p>Yes</p>

<p><b>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</b></p> <p><b><u>DESCRIPTION</u></b></p>	<p><b>Mandatory Requirement for Award</b></p>	<p><b>Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close</b></p>
<p><b><u>Tax Compliance Requirements:</u></b></p> <p>2. <b>1. Bidders must ensure compliance</b> with their tax obligations; therefore, the bidder must be in good standing with the South African Revenue Services.</p> <p><b>2. Consortia/Joint venture/Sub-Contractors</b> In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit separate proof of Tax Compliance Status.</p> <p><b>3. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified.</b></p>	<p>Yes</p>	<p>No</p>
<p>3. <b><u>Annexure A: Letter of Authority Requirements: The submission of the bid document must be duly authorised by the bidder as indicated by a duly authorised signature.</u></b></p> <p>1. To establish if this bid has been completed and signed by a duly authorised person <b>a Letter of Authority/Board Resolution/Delegation of Authority Matrix must be provided with the Bid document.</b></p> <p>1.1 Where there is more than one (1) director, shareholder, trustee, member etc. in the Company/Trust/Close Corporation etc. (institution), the directors, shareholders, trustees, members 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, <b>OR</b></p> <p>1.2 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> <p><b>2. The Letter of Authority <u>MUST</u> be signed by all directors of the Bidder/ Directors that meet the quorum for the Letter of Authority to be valid. A signed Board Resolution authorising the signatory will be accepted – Board Resolution to be signed by the duly authorised individual being the Chairperson of the Board/Company Secretary.</b></p> <p><b>The Letter of Authority <u>MUST</u> be attached to and submitted with the Bid document</b></p>	<p>Yes</p>	<p>Yes</p>

<b><u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u></b>		<b>Mandatory Requirement for Award</b>	<b>Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close</b>
<b><u>DESCRIPTION</u></b>			
<b>4.</b>	<b>Annexure A – Duly completed Supplier Information</b> Duly completed and Signed by the Delegated Authority. ( <b>Attach Delegation of Authority</b> )	<b>Yes</b>	<b>Yes</b>
<b>5.</b>	<b>Annexure B - Key Personnel</b>  1. A List of the Key Personnel or an Organogram of the Key Personnel, allocated to the project must be provided, <b>and</b> 2. List of Key Personnel should be signed by the Delegated Authority.  Failure of the Bidder in submitting the required list of Key Personnel with qualifications and CV proving required experience, may lead to the Bidder not scoring points on Functionality Evaluation. <b>HOWEVER, the successful bidder is required prior to the project inception to demonstrate that they have the required Key Personnel as per the requirement of the BID as a condition of an award.</b>	<b>Yes</b>	<b>No</b>
<b>6.</b>	<b>Annexure C – Company Experience (Table to complement the Bidder’s Company Profile see functionality.</b>  1. Failure to submit may lead to the Bidder not being allocated points in functionality	<b>No</b>	<b>No</b>
<b>7.</b>	<b>Annexure D – Form of offer and acceptance offer</b>  Duly completed and signed by the delegated authority.	<b>Yes</b>	<b>Yes</b>
<b>8.</b>	<b>Annexure E – Pricing Schedule</b>  1. Complete the pricing schedule detailed in Annexure E, and/or 2. Attach the price quotation on the Bidders’ letterhead, and in the same format as Annexure E, and 3. Pricing Schedule to be signed by the delegated authority ( <b>attach delegation of authority</b> )	<b>Yes</b>	<b>Yes</b>

<p><b>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</b></p> <p><b><u>DESCRIPTION</u></b></p>	<p><b>Mandatory Requirement for Award</b></p>	<p><b>Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close</b></p>
<p><b>9. Annexure F (SBD 4): Bidder's Disclosure</b> (To be Signed and Completed by the Duly Authorised Signatory).</p> <p><b>Important Note:</b></p> <ol style="list-style-type: none"> <li><b>1.</b> Bidders and their directors, shareholders, members, trustees <a href="#">etc.</a> <b>MUST declare ALL THE ENTITIES (companies) they have an interest in, regardless of whether those companies are bidding for this contract or not, and</b></li> <li><b>2.</b> To be signed by the delegated authority, and</li> <li><b>3.</b> Bidders can check their CSD and the CIPC etc. for the companies the Bidders, directors, shareholders, members, trustees have interest in for declaration.</li> </ol> <p><b>Where all the bidder's interest in other entities were not declared, THE BIDDER WILL NOT MEET THE MANDATORY REQUIREMENTS AND WILL BE DISQUALIFIED on the following grounds</b></p> <p><b>Collusive Bidding:</b> Failure to disclose relationships with other enterprises bidding on this contract or previous collusion history.</p> <p><b>Conflict of Interest:</b> Failure to declare direct or indirect relationships with ECDC employees.</p> <p><b>Fraudulent Misrepresentation:</b> Providing false information on Bidder's Disclosure</p> <p><b>Failure to Disclose Business Interests:</b> Not listing all companies linked to the bidder.</p> <p><b>Manipulation of the Bidding Process:</b> Any attempt to influence bid evaluation improperly.</p>	<p><b>Yes</b></p>	<p><b>Yes</b></p>

<b><u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u></b>		<b>Mandatory Requirement for Award</b>	<b>Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close</b>
<b><u>DESCRIPTION</u></b>			
<b>10.</b>	<p><b>Annexure G - Statement of Consent to Data Processing</b></p> <p>1. The Bidder should grant ECDC consent for Data Processing to be able to perform due diligence procedures to be able to evaluate the content of the Bid. and</p> <p>2. Duly completed and signed by the authorised signatory.</p> <p>Prior to the bid evaluation, where the statement of consent is unsigned, ECDC will provide <b>48 hours'</b> notice to the bidder for remedy, failing which the bidder will be disqualified.</p>	Yes	<p><b>No</b></p> <p>(Should be completed before the evaluation of the Bid.</p> <p>The Bidder should grant ECDC consent for the Data Processing of their information for the procurement process of the Bid.</p> <p>Where the Bidder did not complete and sign this Annexure, ECDC will contact the Bidder for granting of permission prior the evaluation of their Bid.)</p>
<b>11.</b>	<p><b>Annexure H– (SBD 6.1.): Preferential Points Claim</b></p> <p>1. Duly completed and signed by the authorised signatory.</p> <p>2. <b>Service Provider is required to submit CIPC documents to prove their ownership (this can also be confirmed by ECDC on CSD). Where the Bidder's OWNERSHIP is DIFFERENT FROM DIRECTORSHIP, the Bidder is required to submit their share certificate as added proof of ownership. This submitted proof will be used to confirm the ownership specific goals listed in Table 1 of the SBD 6.1 document.</b></p> <p>3. Failure to submit the preference points claim and proof of ownership may result in awarding of 0 (zero) preference points.</p>	No	No

<b>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</b>		<b>Mandatory Requirement for Award</b>	<b>Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close</b>
<b><u>DESCRIPTION</u></b>			
<b>12.</b>	<p><b>Annexure H- (SDB6.1): Declaration with regards to Company /Firm Location</b></p> <p><b>1. Attach</b> a proof of address to claim points for the Eastern Cape base locality as per specific goal advertised in this tender / quotation qin line with the PPR of 2022 preference points claim.</p> <p><b>In order to claim points the Bidder is required to submit supporting document as proof of address in the following formats:</b></p> <ul style="list-style-type: none"> <li>- <b>Utility Bill from the municipality</b></li> <li>- <b>Valid Lease Agreement(verifiable)</b></li> <li>- <b>Letter from the Councilor (Stamped and signed)</b></li> </ul> <p><b>2.</b> Failure to submit the declaration and proof of address may result in awarding of 0 (zero) preference points under Eastern Cape locality</p>	<p>No</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>	<p>No</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>
<b>The following will be applicable to Joint Ventures/Consortium</b>			
<b>13.</b>	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
<b>14.</b>	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 or duly signed JV/Consortium Agreement by all directors of parties.	Yes	Yes
<b>15.</b>	<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.</p> <p><b>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).</b></p>	Yes	Yes

<p><b><u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u></b></p> <p><b><u>DESCRIPTION</u></b></p>	<p><b>Mandatory Requirement for Award</b></p>	<p><b>Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close</b></p>
<p><b>16. Annexure H – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem <b>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b></b></p> <ul style="list-style-type: none"> <li>✓ <b>Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality.</b></li> <li>✓ <b>Service Provider is required to submit CIPC documents to prove their ownership (this can also be confirmed by ECDC on CSD). <b>Where the Bidder’s OWNERSHIP is DIFFERENT FROM DIRECTORSHIP, the Bidder is required to submit their share certificate as added proof of ownership.</b> This submitted proof will be used to confirm the ownership specific goals listed in Table 1 of the SBD 6.1 document.</b></li> <li>✓ <b>Joint Venture Preference Points Calculation will be in accordance with Treasury Circular 02 of 2023/2024)</b></li> </ul>	<p>No</p>	<p>No</p>
<p><b>17. Declaration with regards to Company /Firm Location</b></p> <p><b>1. Attach a proof of address for each JV/Consortium member to claim points for the Eastern Cape base locality as per specific goal advertised in this tender / quotation qin line with the PPR of 2022 preference points claim.</b></p> <p><b>In order to claim points the members of the JV/Consortium is required to submit supporting document as proof of address in the following formats:</b></p> <ul style="list-style-type: none"> <li>- <b>Utility Bill from the municipality</b></li> <li>- <b>Valid Lease Agreement(verifiable)</b></li> <li>- <b>Letter from the Councilor (Stamped and signed)</b></li> </ul> <p><b>2. Failure to submit the declaration and proof of address may result in awarding of 0 (zero) preference points under Eastern Cape locality <b>Joint Venture Preference Points Calculation will be in accordance to Treasury Circular 02 of 2023/2024)</b></b></p>	<p>No</p>	<p>No</p>

- ✓ **KINDLY NOTE THAT FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.**
- ✓ **ECDC REVERSES THE RIGHT TO VERIFY ALL THE SUPPORTING DOCUMENTATION PROVIDED BY THE BIDDER. WHERE THE INFORMATION SUBMITTED IS INCORRECT AND FOUND TO BE FRAUDULANT AND MISLEADING IN NATURE, THE BIDDER MAY BE REPORTED TO THE RELEVANT AUTHORITIES.**

**1.6.2. STAGE 2 – EVALUATION CRITERIA AND BIDDER (FUNCTIONALITY)**

At this stage service providers must score a minimum of 70% to be evaluated further on stage 1 (Preferential Procurement Points Score). A service provider that scores below the minimum threshold (70%) will be disqualified.

<b>STAGE 1: FUNCTIONALITY (Services)</b>			
<b>No.</b>	<b>Evaluation Area</b>	<b>Evaluation Criteria</b>	<b>Points</b>
			<b>10</b>
<b>1</b>	<p><b>Company Experience:</b></p> <p><b>Number of years the company has been rendering similar services</b></p> <p><b>(Similar services described in scope of work; sections 3.10 and 3.11)</b></p>	<p>The bidder must provide a clearly detailed company profile, stipulating the number of years rendering services in dealing with Utility Service Providers in Municipalities and other State-Owned Enterprises, and handling similar internal utility groups</p> <p>The service provider must have a minimum of 3 years' experience providing similar services</p> <ul style="list-style-type: none"> <li>• More than 5 years – <b>10 points</b></li> <li>• More than 4 years - 5 years (including 5 years) – <b>8 points</b></li> <li>• 3 – 4 years (including 4 years) – <b>5 points</b></li> <li>• Less than 3 years – <b>0 points</b></li> </ul>	
			<b>20</b>
<b>2</b>	<p><b>Client References (Only relevant references.)</b></p> <p>A minimum of 3 references is required</p>	<p>Contactable references for similar work/projects <b><u>undertaken in the last 6 years</u></b> (see section 3.11 under the scope of work for similar works)</p> <p>Completed and valid reference form for each reference.</p> <ul style="list-style-type: none"> <li>• 5 and more positive references letters – <b>20 points</b></li> <li>• 4 positive references – <b>12 points</b></li> <li>• 3 positive references – <b>10 points</b></li> <li>• Less than 3 references – <b>0 points</b></li> </ul> <p><b>Documents to be submitted for allocation of points</b></p> <ul style="list-style-type: none"> <li>• <b>Bidders to submit at least 3 signed verifiable reference letters on Client's official letterhead with contact person and their contact information and scope of services provided</b></li> <li>• Reference letters to be of relevant services (see 3.11 under the scope of work)</li> <li>• <b>Letters should have a positive review of the Bidder to be allocated points.</b></li> </ul>	

			<b>30</b>
<b>3</b>	<p><b>Staff Capability</b></p> <p>Key personnel will be assigned to ECDC Portfolio. (Project Manager + Technician)</p> <p>The Project Manager and the Technician should each have at least three years of experience in Utilities Management</p> <p><b>Please note: Where the proposed Project Manager has less than three (3) years of relevant experience, the Bidder will not be allocated points under the Staff Capability evaluation criteria for this role</b></p>	<p>Detailed CV indicating the number of years and experience of the key personnel being a <b>Project Manager</b> in the utilities management environment</p> <p><b>Project Manager</b></p> <ul style="list-style-type: none"> <li>• More than 5 years – <b>15 points</b></li> <li>• More than 4 years - 5 years (including 5 years) – <b>12 points</b></li> <li>• 3 – 4 years (including 4 years – <b>10 points</b></li> <li>Less than 3 years – <b>0 points</b></li> </ul>	<b>15</b>
		<p>Detailed CV indicating the number of years and experience of the <b>Technician</b> in utilities management or similar portfolios.</p> <p><b>Technician</b></p> <ul style="list-style-type: none"> <li>• More than 5 years – <b>15 points</b></li> <li>• More than 4 years - 5 years (including 5 years) – <b>10 points</b></li> <li>• 3 – 4 years (including 4 years – <b>5 points</b></li> <li>• Less than 3 years – <b>0 points</b></li> </ul>	<b>15</b>
			<b>20</b>
<b>4</b>	<p><b>Implementation / methodology statement</b></p> <p><i>(“Comprehensive” defined as structured breakdown that clearly communicates how a task, operation, or project is executed from start to finish. It typically includes stages, actions, responsibilities, inputs/outputs, tools, and checkpoints)</i></p>	<p>Detailed project implementation plan, methodology and bidder’s business system which outlines Processes for Audit planning, information gathering, Survey, Risk assessment and control, Field work verifications, Revenue collection / billing and reconciliation etc. in achieving the scope of work as outlined in Section C of this RFQ/bid</p> <ul style="list-style-type: none"> <li>• More than ten (10) scope areas process comprehensively outlined – <b>20 points</b></li> <li>• 10 scope areas process comprehensively outlined processes outlined – <b>10</b></li> <li>• 8 scope areas process comprehensively outlined – <b>5 points</b></li> <li>• Less than 8 scope areas processes outlined – <b>0 points</b></li> </ul>	
<b>TOTAL (Minimum required: 70% of 80 points = 56 points)</b>			<b>...80</b>

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further on Stage2 (Preferential Procurement Points).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

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

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

So - Total score for bid under consideration.

Ms – Maximum possible score

- d) The percentages of each bidder shall be added and divided by the number of bids that were evaluated on functionality to establish the average percentage obtained by each bidder for functionality.

### 1.6.3. STAGE 3 – PREFERENTIAL PROCUREMENT

In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive tenders/bids with a Rand value equal to, or above R1 000 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.

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

- (a) The maximum points for this tender are allocated as follows:

	MAXIMUM POINTS ACHIEVABLE	Documents to be submitted
<b>PRICE</b>	80	
<b>SPECIFIC GOALS</b>	20	
<ul style="list-style-type: none"> <li>• 51% and above black owned enterprise</li> </ul>	10	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
<ul style="list-style-type: none"> <li>• Eastern Cape based supplier</li> </ul>	5	This information will be verified from the bidder's submitted FICA documents which are <ul style="list-style-type: none"> <li>- <b>Utility Bill from the municipality</b></li> <li>- <b>Valid Lease Agreement(verifiable)</b></li> <li>- <b>Letter from the Councilor (Stamped and signed)</b></li> </ul>
<ul style="list-style-type: none"> <li>• 51% and above women owned enterprise</li> </ul>	3	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
<ul style="list-style-type: none"> <li>• 51% and above youth owned enterprise</li> </ul>	2	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	

**(b) Price**

- (i) The lowest acceptable bid will score 80 points for price.
- (ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
- (iii)** Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"><li>• Equal and above R30 000 to R50 million, inclusive of all applicable taxes.</li><li>Below R30 000 if and when considered to be appropriate</li></ul>
Formulae	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Ps = Points scored for comparative price of bid / price of tender under consideration Pt = Comparative price of bid / price of tender consideration Pmin = Comparative price of lowest acceptable tender/ offer</p>

- (c) A maximum of 20 points will be awarded for specific goals as detailed in the table above. In order to claim specific goal points, bidder is required to complete SBD 6.1 which includes declaration for company/firm location. In order for the bidder to be allocated points, the bidder is required to provide documentary proof of location, CIPC and/or share certificate to prove ownership.
- (d) 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, may be interpreted to mean that preference points for specific goals are not claimed.

**1.7. ALTERATION OR WITHDRAWAL OF BIDS**

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

**1.8. COSTS FOR PREPARATION OF BIDS/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 bid will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

**1.9. OWNERSHIP OF BIDS AND PRESENTATIONS**

The ECDC shall on receipt of any bid 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 bid.

**1.10. TAX CLEARANCE CERTIFICATE REQUIREMENT**

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

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

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

Where no Tax Compliance Certificate is available, the Bidder CSD Number must be provided in order for ECDC to verify the Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder 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 must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.

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

## **1.11. CONFIDENTIALITY**

The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the bids 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 bidder shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

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

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

The processing of personal information collected during this procurement process shall comply with the Protection of Personal Information Act, 2013 (POPIA). ECDC ensures that all personal data provided by bidders will be processed lawfully, stored securely, and used only for the purpose of bid evaluation, compliance verification, and contract execution. By submitting a bid, the bidder consents to the collection and processing of their personal data by ECDC for these purposes.

Bidders' personal and business information will be securely stored and retained for a period not exceeding **five (5) years** after the contract award, in compliance with the **POPIA retention principles**. Only authorized ECDC personnel will have access to this information. After the retention period, personal data will be securely disposed of.

## **1.12. INVENTIONS PATENT AND COPYRIGHTS**

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

### **1.13. ETHICS**

- 1.13.1 Any attempt by an interested Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the process of examining, evaluating and comparing Bids will lead to the rejection of its bid in its entirety.
- 1.13.2 The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid. The disqualification will be applicable at any stage of the bidding and / or engagement process.

### **1.14. COMPETITION**

- 1.14.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.14.2 In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.14.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.14.4 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.14.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.14.6 In this regard bidders are required to complete Bidder's Disclosure, failing which the Bidder shall be automatically disqualified from further participation in the Bid. The disqualification will be applicable at any stage of the bidding and/or engagement process.
- 1.14.7 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.
- 1.14.8 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and/or claim damages from the bidder(s) / contractor(s) concerned.

### **1.15. CANCELLATION OF BID PROCESS**

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid 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.

### **1.16. INTERVIEWS**

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

### **1.17. SIGNING OF DOCUMENTATION**

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

### **1.18. CONTRACT AWARD**

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

The acceptance of any bid shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

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

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

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

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

### **1.19. SUPPLIER DUE DILIGENCE**

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

### **1.20. DISCLAIMER**

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive bids.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.

The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions, or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session.

The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and

The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### 1.21. CONTACT AND COMMUNICATION

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

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

Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	S Vanda
Telephone number	043 704 5640
E-mail address	<a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>

### 1.22 ECDC'S STANCE ON FRAUD, CORRUPTION, AND THEFT

The Eastern Cape Development Corporation (ECDC) upholds the highest standards of integrity, accountability, and ethical governance. As a responsible public entity, ECDC has a zero-tolerance approach to fraud, corruption, and theft, recognizing these as serious offenses that undermine public trust and hinder sustainable development. ECDC is committed to fostering a culture of transparency and ethical conduct, ensuring that all employees, stakeholders, and service providers adhere to strict anti-fraud policies and governance frameworks. To this end, ECDC encourages the reporting of any suspected fraudulent activities through its confidential and independently managed fraud hotline.

ETHICS & FRAUD HOTLINE REPORTING CHANNELS	
Free Contact Number:	0800 116 655
Post	PO Box 10512, Centurion, 0046
SMS Number:	30916
Dedicated Email Address:	<a href="mailto:ecdc@thehotline.co.za">ecdc@thehotline.co.za</a>
Fax	0867 261 681
Mobile application	Vuvuzela Hotline app - download from Google play store, use 0800 116 655 to report
Website Link	<a href="https://www.thehotline.co.za/report">https://www.thehotline.co.za/report</a> - use 0800 116 655 to report

## **1.23 DISCLAIMER**

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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

## SECTION C

### TERMS OF REFERENCE / BID SPECIFICATIONS

#### 1. ABOUT THE EASTERN CAPE DEVELOPMENT CORPORATION (ECDC)

A leader in facilitating inclusive, sustainable economic growth in the Eastern Cape.

##### MISSION

To accelerate sustainable and inclusive economic growth and job creation in the Eastern Cape

##### VALUES

ECDC's values are rooted in excellence, sustainable growth, accountability, client focus, and collaboration. Guiding how the Corporation delivers impact, serves stakeholders, and builds a resilient Eastern Cape economy.

##### 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".

#### 2. BACKGROUND

The ECDC has a main office which is located in East London and has various properties located at the following regions, within the Eastern Cape Province:

- East London
- Butterworth
- Mthatha
- Queenstown

All the regions have different utility service providers, of which ECDC requires a utility management company to undertake an audit of historical and current utilities (water and electricity) consumption and billing and manage engagements with respective Municipalities for resolution of discrepancies, in the Mthatha, Queenstown, East London and Butterworth Regions, for a period of three (3) years.

#### 3. SCOPE OF SERVICES REQUIRED:

The scope of work comprises of undertaking audit of historical and current utilities (water and electricity) consumption and billing and management of engagements with respective Municipalities for resolution of discrepancies including the rates and taxes, in the Mthatha, Queenstown, East London and Butterworth Regions, for a period of three (3) years.

Service Providers must demonstrate in their methodology proposal their understanding of the utilities management processes including but not limited to system walkthrough; end-to-end billing cycle; meter reading, billing, collection.

The scope of work is as detailed below and the Bidder in their RFQ/Bid submission proposal should therefore outline in detail the systems (processes including electronic or technological systems), controls, methodology, implementation plan and business processes they have or will put in place in achieving the below scope of services relating to the following:

### **3.1 Planning: Define Audit Objectives**

- Ensuring accuracy and completeness of billing.
- Detecting billing errors or revenue leakages.
- Assessing compliance with Municipal and other relevant Provincial / National regulations.
- Evaluating effectiveness of internal controls and management of utilities

### **3.2 Information Gathering**

- Understanding of relevant legislation (e.g., Municipal Finance Management Act / PFMA etc.)
- Understand tariff structures and billing policies.
- Review prior audit reports.

### **3.3 Preliminary Survey**

Stakeholder Engagements regarding:

- Finance departments / units
- Billing and revenue collection
- External Contractors / Service Providers (Where Applicable).

System Walkthrough

- Understand the end-to-end billing cycle: meter reading, billing and collection.
- Identify key systems used (utility billing software etc.).

### **3.4 Risk Assessment and Internal Control Evaluation**

Identification of key Risks

- Incorrect meter readings.
- Tampered meters or illegal connections.
- Tariff misapplication.
- System errors (manual overrides, data corruption etc.).
- Fraud or collusion with consumers.

### **3.5 Evaluation of Controls**

- Physical controls on meters and data inputs.
- System validation and audit trails.
- Meter reading verification procedures.

### **3.6 Fieldwork (Testing and Verification)**

### Data Analysis

- Compare billed consumption to historical trends.
- Identify anomalies (e.g., zero or negative consumption, duplicate bills).
- Match meter readings to customer billing records.

### Verification

- Meter reading logs vs. billing records.
- Tariff applied vs. customer category.
- Payment receipts vs. billed amounts.

### Site Inspections

- Physical inspection of meters.
- Confirmation of correct installation, tamper seals, and meter readings.

### **3.7 Revenue Collection and Reconciliation**

- Trace billing to payments received.
- Evaluate collection efficiency.
- Identify outstanding debts and assess recovery efforts.
- Examine use of third-party collectors, if any.

### **3.8 IT and System Audit**

- Review access controls and audit logs.
- Test integrity of billing software / process
- Assess system backup and disaster recovery protocols.
- Review change management procedures.

### **3.9 Compliance Review**

Verify adherence to:

- Regulatory guidelines (e.g., NERSA... etc.).
- Municipal tariffs and policies.
- National Treasury and Auditor-General reporting requirements.

### **3.10 Reporting and Recommendations**

- Include findings, risks, impact, and evidence.
- Improvement regarding meter reading processes.
- Enhance billing system accuracy and automation.
- Strengthening of internal controls.
- Address revenue leakage.

- **Management of engagements with municipalities for refunds where overcharging / incorrect billing was discovered.**
- **The remuneration of the Service Provider will be based on the quoted percentage (%) of the saving achieved (e.g. if a municipal bill of say R 250,000 was incorrectly levied, and through this intervention a saving R 50,000 is achieved, i.e. ECDC bill reduced to R 200,000, The service provider that quoted say 30% will then receive 30% of R 50,000 = R 15,000.00**

The Bidders will be required to submit the evidence on savings achieved prior to payment eg

- Invoice (Base invoice) vs revised/credit passed Invoice
- Invoice must be from the Municipality
- Historical Data Metering/Billing etc

### **3.11 Defining “Similar work”**

“Similar Work / Project” for purposes of qualifying for points under the Client references, included any of the following:

#### **3.11.1 Advanced Metering Infrastructure (AMI) Implementation**

Deploying smart meters for real-time water and electricity usage data, for:

- Improve billing accuracy
- Detect leaks or abnormal consumption patterns
- Enable dynamic pricing or usage alerts

#### **3.11.2 Utility Data Analytics and Dashboarding**

Creating centralized platforms for monitoring utility consumption and performance, to:

- Monitor KPIs (consumption per capita, peak demand, loss rates)
- Analyze historical usage for forecasting
- Support public reporting and transparency

#### **3.11.3 Non-Revenue Water (NRW) Reduction Projects**

Identifying and fixing water losses through leaks, metering inaccuracies, or theft.

- Improve water utility efficiency
- Lower operational costs
- Comply with sustainability targets

#### **3.11.4 Municipal Energy Efficiency and Demand-Side Management (DSM)**

Optimizing energy use in municipal buildings, street lighting, and pumping stations.

- Reduce electricity consumption and peak loads

- Lower energy bills for municipalities
- Promote community energy conservation

### **3.11.5 Utility Management Software Integration**

Implementing or enhancing enterprise systems to manage utility services.

- Customer Information Systems (CIS)
- Supervisory Control and Data Acquisition (SCADA)
- Geographic Information Systems (GIS)
- Utility billing platforms

### **3.11.6 Smart City Utility Integration**

Integrating utility data into broader smart city infrastructure.

- Real-time mobile alerts for overuse or outages
- dashboard showing water and electricity usage by property categories and areas

### **3.11.7 Water and Energy Conservation Initiatives**

Programs aimed at reducing community-wide resource consumption.

- Incentive programs for low-flow fixtures or energy-efficient appliances
- School education campaigns
- Online portals for residents to track and reduce their usage

## **4. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD**

Interested Service Providers must demonstrate the following in their proposal.

### **4.1. Capacity – Bidders/Interested Service Providers must demonstrate that:**

- 4.1.1. It has adequate human resources and personnel to dedicate to the needs of the project.
- 4.1.2. Key personnel to be assigned to ECDC Portfolio should be a Project Manager and Technician should each have at least three years of experience in Utilities Management
- 4.1.3. Bidder to submit CV to prove experience.

### **4.2. Experience & Track Records – Bidders/Interested Service Providers must demonstrate that:**

- 4.2.1. The bidder to demonstrate that they have rendered services in dealing with Utility Service Providers in Municipalities and other State-Owned Enterprises, and handling similar internal utility groups

## CONDITIONS SPECIFIC TO THIS BID

### **5. RESPONSIBILITIES AND DUTIES**

Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

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

The Services shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

### **6. OBLIGATION TO PERFORM AND SUB-CONTRACTING.**

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

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

### **7. PERFORMANCE GUARANTEE – (NOT APPLICABLE)**

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

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

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

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

A cashier's or certified cheque

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

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

### **8. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## 9. ECDC FACILITIES

Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.

The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

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

## 10. FORCE MAJEURE

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

## 11. SPARE PARTS (NOT APPLICABLE)

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

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

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

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

## 12. INSURANCE

The Professional Service Provider shall provide **Professional Indemnity insurance** cover shall be twice the fees payable to the consulting entity. **(NOT Applicable)**

## 13. RESPONSIBILITY TO PERFORM.

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

If at any time during performance of the contract, the bidder 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.

ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.

ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

ECDC may also consider termination of the contract.

**Whereas the Government Procurement General Conditions of Contract July 2010 will be applicable for this RFQ, ECDC would like to emphasise the following clauses in the GCC.**

#### **DELAYS IN THE SUPPLIER'S PERFORMANCE**

No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier- liable to the imposition of penalties (penalties will equate to the amount ECDC's suffered due to delays caused by supplier), pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser 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 supplier'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 supplier.

#### **TERMINATION FOR DEFAULT**

The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction

should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **BREACH AND PENALTY**

In the event of one or other party breaching this Agreement or failing to perform any of the terms conditions thereof and remaining in default notwithstanding written notice to comply within fourteen (14) days, calculated from the date of delivery of the notice, then and in that event, the party complaining of the breach or non-performance shall be entitled to cancel the Agreement without prejudice to any other rights in terms hereof to recover damages arising from the breach.

#### **14. DURATION OF THE CONTRACT**

The service provider will be expected to be available and start immediately as soon as a Letter of Award (LoA) and Service Level Agreement (SLA) is signed and concluded by both parties for the period indicated in this bid. The contract will be for a duration of three(3) years.

#### **15. PAYMENTS AND TAX**

- 15.1 Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, except for any price adjustments authorized at ECDC's request for bid validity extension.
- 15.2 Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid/RFQ, except for any price adjustments authorized at ECDC's request for bid validity extension.
- 15.3 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.

- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.
- 15.9 A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

#### **15.10 Value Added Taxation (VAT)**

- 15.10.1 **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
  - 15.10.2 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.
  - 15.10.3 **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
  - 15.10.4 **If a non-VAT vendor becomes liable for VAT after being awarded the contract,** they must inform ECDC and apply for VAT registration immediately.
- 15.11 **Foreign bidders** must comply with all applicable South African tax laws, including VAT registration if required.
  - 15.12 ECDC will evaluate and approve all claims submitted by the service provider

**SECTION D**

**ANNEXURE A: SUPPLIER INFORMATION**

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

<b>Legal Name of Bidder:</b> (Same as CSD)			
<b>Trading Name of Bidder:</b> (Same as CSD)			
<b>Registration Number</b> (Same as CSD)			
<b>Physical Address</b>			
<b>Postal Address</b>			
<b>Contact Person</b>			
<b>Title/Position in the Firm</b>			
<b>Mobile Number</b>			
<b>Bidder Telephone Number</b>			
<b>Facsimile Number</b>			
<b>Email Address of Contact Person</b>			
<b>Email Address of Bidder</b>			
<b>VAT Registration Number</b> (Same as CSD)			
<b>Central Supplier Database Number</b>	MAAA		
<b>Are the Accredited Representative in South Africa for the Goods /Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	<b>Are you a foreign based supplier for the Goods/Services/Works Offered?</b>	<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**

Bids from persons in the service of the state, or companies with directors who are persons in the service of the state, will not be considered doing business due to the following:

1. Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.
2. The regulation further, prohibit an employee from registering on the National Treasury Central Supplier Database (CSD) as an individual, owner of a company or director of a public or private company unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

**SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:**

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS BID AND ACKNOWLEDGE

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

.....  
**(NAME OF BIDDER).**

Print Name

Date

\_\_\_\_\_  
 Designation

\_\_\_\_\_  
 Signature

**ANNEXURE B: KEY PERSONNEL**

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

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

a)	<b>Project Leader</b>
----	-----------------------

	Name of staff member	Designation	Accreditation to Bodies/Qualification <b>(Indicate Yes/No)</b> <b>Attach Certificate</b>	Years of Relevant Property Management Experience <b>Attach detailed CV</b>
		Project Manager		
		Technician		

Other Staff that will be allocated to this service (If there are any supporting the lead/seniors)				
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<b>SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)</b>		<b>DATE</b>	
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**ANNEXURE C: COMPANY EXPERIENCE (Table to complement the Bidder's Company Profile)**

Provide the details of the Firm's experience in providing the service with reference letters in a format that is in line with the functionality.

	<b>Name of the client</b>	<b>Scope of work provided ( only list similar projects)</b>	<b>Contact details of the client.</b>
1.			Phone Number  Email  Name
2.			Phone Number  Email  Name
3.			Phone Number  Email  Name
4.			Phone Number

			Email
			Name
5.			Phone Number
			Email
			Name
Comments:			
<b>SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)</b>		<b>DATE</b>	

**Annexure D: Form of Offer and Acceptance Offer**

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

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

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

**DESCRIPTION: PROVISION OF UTILITIES MANAGEMENT SERVICES TO THE ECDC PROPERTIES FOR A PERIOD OF THREE (3) YEARS.**

**Bid No: ECDC/ELN/419/022026**

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

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

The offered rate as a Percentage (%) of Utilities cost savings achieved from the audit process

Description	Property Category	Rate (Price)	Percentage (%)
		Percentage (%) of the cost savings achieved per account	(Offer)
Auditing, analysis and physical verification of historical and current water and electricity billing, including Rate and Taxes to achieve savings from possible incorrect/ inaccurate billing and overcharges by various Municipalities	<b>Industrial</b>	Percentage (%) of the cost savings achieved per account	
	<b>Commercial</b>	Percentage (%) of the cost savings achieved per account	
	<b>Residential</b>	Percentage (%) of the cost savings achieved per account	

**Industrial:**.....% (Percentage Offer in Words)

**Commercial:**.....% (Percentage Offer in Words)

**Residential:**.....% (Percentage Offer in Words)

**Note:**

- Where there is a discrepancy between the amount in words and the numerical amount, the amount in words will prevail.
- Where there is a discrepancy between the form of offer and the pricing schedule, the form of offer will prevail.

- Where there is an arithmetical error on the pricing schedule, the total on the form of offer will prevail.

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:**

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>

**SIGNED BY WITNESS:**

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>

The tenderer elects as its *domicilium citandi 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

.....

.....

**ACCEPTANCE:**

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

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

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

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

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

**Signed for the ECDC:**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

**Witnessed by:**

<b>Name of witness</b>	<b>Signature</b>	<b>Date</b>

**Annexure E: Pricing Schedule**

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

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

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

The Bid Fees/Prices must remain valid for a period of 6 months 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.

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

Bidders are expected to fully acquaint themselves with the conditions, requirements and specifications of this Bid before submitting proposals. Each bidder assumes all risks for resource commitment and expenses, direct or indirect, of proposal preparation and participation throughout the RFQ process. ECDC is not responsible directly or indirectly for any costs incurred by tenderers.

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

**The Service Provider is required to provide Percentage of Savings (Performance-Based) Pricing for this request in accordance with the scope of services:**

Description	Property Category	Rate (Price)	Percentage (%)
		Percentage (%) of the cost savings achieved per account	(each % to be carried to Form of Offer)
Auditing, analysis and physical verification of historical and current water and electricity billing, including Rate and Taxes to achieve savings from possible incorrect/ inaccurate billing and overcharges by various Municipalities	Industrial	Percentage (%) of the cost savings achieved per account	
	Commercial	Percentage (%) of the cost savings achieved per account	
	Residential	Percentage (%) of the cost savings achieved per account	

**Note:**

- a) Percentages quoted % to be fixed and firm for the duration of the contract.

<b>SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)</b>		<b>DATE</b>	
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**Or Service Provider to submit Priced quotation from Service Provider: Signed and/or in the Bidder's Letter Head**

**Annexure F - (SBD 4): BIDDER'S DISCLOSURE**

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

**Bidder can attach supporting documents if space provided below is not sufficient for declaration**

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

**2. Bidder's Declaration**

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

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

Full Name	Identity Number	Name of State institution

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

- If so, furnish particulars:

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

- Bidders and their directors/shareholder/member/trustees [etc.](#) **MUST declare ALL THE ENTITIES (companies) they have an interest in, regardless of whether those companies are bidding for this contract or not, and**
- Bidders can check their CSD and the CIPC [etc.](#) for the companies the Bidders / directors / shareholders / members/trustees have interest in for declaration.

- If so, furnish particulars:

**3. DECLARATION**

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

- 3.1. I **have** read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. 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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 05 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

**ANNEXURE G: STATEMENT OF CONSENT TO DATA PROCESSING**

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

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

<b>SIGNATURE of the DELEGATED AUTHORITY</b>		<b>DATE</b>	
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## Annexure H: SBD 6.1 Preference Point Claim in terms of the Preferential Procurement Regulations 2022

### SBD 6.1: Complete in full and sign

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

2. The applicable preference point system for this tender is the **80/20** preference point system.

2.1 Points for this tender shall be awarded for:

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

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

	MAXIMUM POINTS ACHIEVABLE	Documents to be submitted
<b>PRICE</b>	80	
<b>SPECIFIC GOALS</b>	20	
<ul style="list-style-type: none"> <li>• 51% and above black owned enterprise</li> </ul>	10	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
<ul style="list-style-type: none"> <li>• Eastern Cape based supplier</li> </ul>	5	This information will be verified from the bidder's submitted FICA documents which are <ul style="list-style-type: none"> <li>- <b>Utility Bill from the municipality</b></li> <li>- <b>Valid Lease Agreement(verifiable)</b></li> <li>- <b>Letter from the Councilor (Stamped and signed)</b></li> </ul>
<ul style="list-style-type: none"> <li>• 51% and above women owned enterprise</li> </ul>	3	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)

<ul style="list-style-type: none"> <li>51% and above youth owned enterprise</li> </ul>	2	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	

2.3 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.

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

### 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

#### 4.1 POINTS AWARDED FOR PRICE

##### 4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.2 POINTS AWARDED FOR SPECIFIC GOALS

- 4.2.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (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	APPLICABLE POINTS  Allocation where the lowest Bidder is between R1000 000 and R50 000 000	Number of points claimed (80/20 system)  Allocation where the lowest Bidder is between R1000 000 and R50 000 000  (To be completed by the tenderer)
a) Price	80	
b) Specific Goals		
<ul style="list-style-type: none"> <li>• 51% and above black owned enterprise</li> </ul>	10	
<ul style="list-style-type: none"> <li>• Eastern Cape Based Supplier</li> </ul>	5	
<ul style="list-style-type: none"> <li>• <b>51% women owned enterprises</b></li> </ul>	3	
<ul style="list-style-type: none"> <li>• <b>51% youth owned enterprises</b></li> </ul>	2	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	

**ANNEXURE I: DECLARATION WITH REGARD TO COMPANY/FIRM**

1.1 Name of company/firm.....

1.2 Company registration number: .....

1.3 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]

1.4 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:** .....

.....

.....

.....

.....

