



CALL FOR BIDS

BID NUMBER: ECDC/ELN/418/082025

BID SUBJECT: PROVISION OF PROPERTY MANAGEMENT SERVICES ON SELECTED ECDC PROPERTIES IN MTHATHA, BUTTERWORTH, AND EAST LONDON AREAS FOR THREE YEARS COMMISSION BASED CONTRACT

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:

CLOSING DATE:	8 SEPTEMBER 2025
CLOSING TIME:	12H00

Head office: EAST LONDON T: (+27) 043 704 5646 • GQEBERHA T: (+27) 041 373 8260 • KOMANI T: (+27) 045 838 1910
MTHATHA T: (+27) 047 501 2200 • **BUTTERWORTH** T: (+27) 047 401 2700 **Satellite offices:** **ZWELITSHA** T: (+27) 063 501 0920
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Board Members: V Jarana (Chairperson) • T Cumming • Dr M Makamba • Dr P Makhetha-Kosi • N Mheshe • N Pietersen • S Siko • X Titus,
A Wakaba (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	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: 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.
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.

Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	Means: an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councilor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: 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

The ECDC seeks the services of appropriately qualified and professional property management firm to provide property management services for its immovable assets to augment the current staff compliment in accordance with applicable legislations and industry standards, with the aim to:

- 1.1.1. Increase its rental revenue through improved lease management, reduced costs, enhanced operational efficiency, and specialised tenant selection and relations.
- 1.1.2. Leverage specialized knowledge, advanced tools, and dedicated resources, while optimizing the performance of its property portfolio.
- 1.1.3. Maximize revenue, improve operational efficiency, reduce risks, and ensure long-term financial sustainability and optimize the economic potential of its properties.
- 1.1.4. Overcome the current resource constraints, improve tenant satisfaction, and unlock the full revenue potential of its property assets, and
- 1.1.5. Supporting the organization's broader mission of economic development in the Eastern Cape.
- 1.1.6. This will be a commission-based contract. The service provider will be reimbursed based on the revenue collected.

The property portfolio of ECDC encompasses over 1,088 properties that span various sectors, including commercial, industrial, residential, and vacant land.

The provision of property management services will be on selected commercial, industrial and residential ECDC properties in Mthatha, Butterworth and East London areas. (Detail Section C)

Service Provider are therefore required to indicate by ticking below the Area of Expertise and Location they wish to Bid for. Failure to indicate may result in ECDC not being able to evaluate the Service Provider.

Area of Sector Expertise in Property Management	Location Responding
☐ Residential	☐ East London
☐ Commercial/Industrial (Office, Retail, Industrial etc)	☐ Butterworth
	☐ Mthatha

Note: ECDC reserves the right to award this bid in **whole or in part (ECDC will evaluate the Bid per area of sector expertise and/ or location and reserves the right to award to the highest scoring bidder based on area of sector expertise and/or location depending on whether it is cost effective and economically viable for ECDC).**

As such the Service Provider will not be disqualified where they only bid per sector and/or location (i.e., submitting a bid to provide property management services for commercial properties in Mthatha area only)

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	8 August 2025	N/A
Compulsory Briefing	A non- compulsory briefing session will be held as follows: Date: 22 August 2025 Time: 10:00 Venue: MS Teams (link provided below) Link: Join the meeting now Meeting ID: 329 567 444 002 6 Passcode: iW6Pd9tJ For any enquiries relating to this Bid, please email the procurement department at tenders@ecdc.co.za , for the attention of S Vanda. Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting this bid for ease of communication.	
Last date of questions	29 August 2025	16h30
Final date of submission of proposals	8 September 2025	12h00
Validity Period	6(six) Months after the bid submission date	

1.4. Non-Compulsory Briefing

Date: 22 August 2025

Time: 10:00

Venue: MS Teams (link provided below)

Link:

[Join the meeting now](#)

Meeting ID: 329 567 444 002 6

Passcode: iW6Pd9tJ

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 for the attention of S Vanda.
- Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting this bid for ease of communication.
- Answers/Clarity on Bid will be posted on the website at 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 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)**. **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, or any of its directors/trustees/shareholders/members, must declare any interest in any other related enterprise, whether they are bidding for this contract or not.

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 immediate 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.

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:

Bid Reference Number:	ECDC/ELN/418/062025
Bid Subject:	PROVISION OF PROPERTY MANAGEMENT SERVICES ON SELECTED ECDC PROPERTIES IN MTHATHA, BUTTERWORTH, AND EAST LONDON AREAS FOR THREE YEARS COMMISSION BASED CONTRACT.
Bid Submission to be Delivered at:	ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,
Attention:	S Vanda

1.5.8.2 IMPORTANT NOTE: All bid documents are to be completed in permanent ink.

1.5.8.3 No alterations of the Bid Document will be allowed.

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.

1.5.8.8 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, be returned unopened to the Bidder(s).

1.6. Evaluation Criteria

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

Stage 1: Pre-Qualification	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will be regarded as non-responsive. result in the bid being disqualified.
Stage 2	Functionality: Involves an evaluation of Functionality only. At this stage Bidders must score the minimum score of 70 % for functionality before they are evaluated further in terms of the preferential procurement points. All bidders who fail to obtain the required 70% for functionality will be disqualified and not be evaluated further.
Stage 3	Preferential Procurement points: 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. Joint Venture Preference Points Calculation (See Treasury Circular 02 of 2023/2024) 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. 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.

1.6.1. STAGE 1: PRE-QUALIFICATION STAGE (MANDATORY REQUIREMENTS)

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

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>	Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
<u>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</u> The following information will be verified on the National Treasury Central Supplier Database: 1. Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. 2. ID Number, 3. Government Employee 4. Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. Onus on the Service Provider Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided. Directors/Employees in the Service of State Where a person within the Bidding Entity is an Employee of the State, the Bidder should. 1. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") 2. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee. ECDC reserves the right to verify such information from their AO/AA JV's and Consortium. Where the Bidder is a JV/Consortium, each firm must be registered on the CSD e Bidder is a JV/Consortium, each firm must be registered on the CSD.	Yes	Yes

1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
DESCRIPTION			
2.	<u>Tax Compliance Requirements:</u> 1. Bidders must ensure compliance with their tax obligations; therefore, the bidder must be in good standing with the South African Revenue Services. 2. Consortia/Joint venture/Sub-Contractors 2.1. In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit separate proof of Tax Compliance Status. 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.	Yes	No
3.	<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> 1. To establish if this bid has been completed and signed by a duly authorised person a Letter of Authority/Board Resolution/Delegation of Authority Matrix must be provided with the Bid document. 1.1 Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf, OR 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. 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. The Letter of Authority MUST be attached to and submitted with the Bid document	Yes	Yes

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
4.	Valid Fidelity Fund Certificate in line with the Property Practitioners Act of 2019 Bidder to submit a valid Fidelity Fund Certificate as proof and confirmation of the bidder's registration as a Property Practitioner entity with the Property Practitioners Regulatory Authority	Yes	Yes
5.	Annexure A – Duly completed Supplier Information Duly completed and Signed by the Delegated Authority. (Attach Delegation of Authority)	Yes	Yes
6.	Annexure B - Key Personnel 1. A List of the Key Personnel or an Organogram of the Key Personnel, allocated to the project must be provided, and 2. Signed by the Delegated Authority. Attach Delegation of Authority Non-Submission of the list of Key Personnel may result in non-allocation of points on functionality evaluation	Yes	No
7.	Annexure C – Experience Summary (Signed and Completed by delegated authority) Failure to submit signed Reference Letters from contactable references relevant to property management services category that the Bidders is bidding for will result in non-allocation of points. Reference letters should be clear on the summary of the scope of services provided and should be submitted in the format required in the functionality evaluation.	No	No
8.	Annexure D – Form of offer and acceptance offer Duly completed and signed by the delegated authority.	No (Commission Rates Based)	No (Commission Rates Based)
9.	Annexure E – Pricing Schedule 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 (attach delegation of authority)	Yes	Yes

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
10.	Annexure F (SBD 4): Bidder's Disclosure (To be Signed and Completed by the Duly Authorised Signatory). 1. 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 2. To be signed by the delegated authority, and 3. Bidders can check their CSD and the CIPC etc. for the companies the Bidders/directors/shareholders/members/trustees have interest in. 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 Collusive Bidding: Failure to disclose relationships with other enterprises bidding on this contract or previous collusion history. Conflict of Interest: Failure to declare direct or indirect relationships with ECDC employees. Fraudulent Misrepresentation: Providing false information on CIPC or CSD declarations. Failure to Disclose Business Interests: Not listing all companies linked to the bidder. Manipulation of the Bidding Process: Any attempt to influence bid evaluation improperly.	Yes	Yes

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
11.	Annexure G - Statement of Consent to Data Processing 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 2. Duly completed and signed by the authorised signatory. Prior to the bid evaluation, where the statement of consent is unsigned, ECDC will provide 48 hours' notice to the bidder for remedy, failing which the bidder will be disqualified.	Yes	No (Should be completed before the evaluation of the Bid. The Bidder should grant ECDC consent for the Data Processing of their information for the procurement process of the Bid. 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.)
12.	Annexure H– (SBD 6.1.): Preferential Points Claim 1. Duly completed and signed by the authorised signatory. 2. The CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document. 3. Failure to submit the preference points claim may result in awarding of 0 (zero) preference points.	No Failure to submit the preference points claim may result in awarding of 0 (zero) points preference points.	No Failure to submit the preference points claim may result in awarding of 0 (zero) points preference points.

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
<u>DESCRIPTION</u>			
13.	Annexure H- (SDB6.1): Declaration with regards to Company /Firm Location 1. Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. 2. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. 3. Failure to submit the declaration and proof of address may result in awarding of 0 (zero) preference points under Eastern Cape locality	No Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality	No Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality
The following will be applicable to Joint Ventures/Consortium			
14.	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
15.	Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid or duly signed JV/Consortium Agreement by all directors of parties.	Yes	Yes
16.	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
17.	Annexure H – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed). Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality. CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document for all JV / Consortium members Joint Venture Preference Points Calculation will be in accordance with Treasury Circular 02 of 2023/2024)	No	No

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
<u>DESCRIPTION</u>			
18.	Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality. Joint Venture Preference Points Calculation will be in accordance to Treasury Circular 02 of 2023/2024)	No	No

- ✓ **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 2(Preferential Procurement Points Score). A service provider that scores below the minimum threshold (70%) will be disqualified.

Determination of score for Functionality

The Evaluation Committee will use its own discretion to assess the quality of all bid proposals received in relation to the evaluation criteria and may further verify information submitted from relevant sources/bidder's clients and use its own discretion to score the bidders' proposal accordingly.

The Evaluation Committee may request clarification or additional information regarding any aspect of the bidders' document or proposal submitted.

Below are the General requirements for functionality evaluation. Detail scoring is listed on the **Functional Evaluation Scoring Table**

1.6.2.1. Bidder Submission Requirements (Functionality Evaluation Criteria)

To ensure compliance, please structure your proposal as follows (Checklist for Functionality Evaluation Scoring below.

- a) Service Provider are therefore required to indicate by ticking the Area of Expertise and Location they wish to Bid for. Failure to indicate may result in ECDC not being able to evaluate the Service Provider.

Area of Sector Expertise in Property Management	Location /Region
☐ Residential ☐ Commercial/Industrial (Office, Retail, Industrial etc)	☐ East London ☐ Butterworth ☐ Mthatha

Note: ECDC reserves the right to award this bid in whole or in part (ECDC will evaluate the Bid per area of sector expertise and/ or location and reserves the right to award to the highest scoring bidder based on area of sector expertise and/or location depending on whether it is cost effective and economically viable for ECDC).

As such the Service Provider evaluated for the Area of expertise and location they have responded for and will not be disqualified where they only bid per sector and/or location (i.e., submitting a bid to provide property management services for commercial properties in Mthatha area only

- b) **Checklist for Functionality Requirements Scoring:**

REQUIREMENTS	BIDDER CHECKLIST	
1. Area of Expertise the Bidder is responding for	YES	NO
- Service Provider is required to indicate below or on paragraph 1.1 (Invitation), page 7 by ticking the Area of Sector Expertise and Location responding to. - Failure to indicate may result in ECDC not being able to evaluate the Service Provider. - Area of Sector Expertise in Property Management ☐ Residential ☐ Commercial/Industrial (Office, Retail, Industrial etc) - Location ☐ East London ☐ Butterworth ☐ Mthatha		

REQUIREMENTS	BIDDER CHECKLIST	
2. Company Profile and Experience	YES	NO
• Submit a company profile with: - Years in operation in providing project management service - Projects undertaken by Bidder for its clients. Attach Annexure C – Project Summary Table or list of projects inline with Annexure C - Project Summary Table to include ✓ Client Name ✓ Description of Property Management Services Provided ✓ Property Sector which the services were provided e.g. Commercial, residential or industrial ✓ Additional Information may include (Value and Duration)		
2. Portfolio and References	YES	NO
• Provide a minimum of 3 reference letters of completed or ongoing projects of the service bidding for. Reference Letter to be in the following format: ✓ Client's Letterhead ✓ Signed by client's delegated representative for that project/assignment ✓ Scope of the services provided ✓ Type of Property serviced (i.e. residential, commercial, industrial etc). ✓ Whether the service provided was provided satisfactorily (or similar). ✓ Contact details. Clients should be contactable		
3. Organisation and Staffing	YES	NO
• Submit CVs of all proposed Key Personnel with: - Qualifications, certifications - Years of experience - Roles on past projects - Role the key personnel will be serving in the current assignment • Attach an organizational organogram and completion of Annexure B – Key Personnel		
4. Methodology and Value Add	YES	NO
• Submit a detailed plan addressing: - Understanding of scope - Implementation plan depicting timelines and with milestones - Property management tools including system and software to be utilised by the bidder for this assignment. Bidder should also demonstrate how these property management tools will assist in ensuring effective and efficient property management of ECDC properties - Lease and collections approach		

REQUIREMENTS	BIDDER CHECKLIST	
- Risk and stakeholder management plans to be put in place ensuring effective and efficient property management of ECDC properties - Innovations and additional value		

1.6.2.2. Functional Evaluation Criteria and Bidder

The following outlines the functional evaluation criteria and provides detailed instructions to assist bidders in submitting a compliant and competitive proposal for the provision of property management services to ECDC.

Functional Evaluation Scoring Table

Criteria	Description	Evidence Required	Scoring Guide	Points Achievable
1. Company Experience and Footprint	Demonstrated experience in providing property management services of similar scale (type of property e.g. block of flats, industrial parks, office space) and complexity of selected properties and regional footprint. Bidder to have a minimum of three (3) years of experience in providing Property Management Services in the sector bidding for.	• Company profile detailing services provided by the bidder. • Project summary table of services provided • Evidence of regional footprint i.e. signed valid lease agreement, utility bill of the Bidder or company directors name, physical address on tax clearance certificate/BBBEE certificate from a verification agency /bank statement, signed letter of confirmation of address by the Body Corporate/Property Management Company Managing the property where the Bidder is operating in the region, signed service level agreement for the property management services in the selected areas. • Regions are Mthatha, East London, Butterworth	• More than 3 years of experience in providing property management services in the selected properties (sectors) and has footprint in all regions they are bidding for = 20 points • More than 3 years of experience in providing property management services in the selected properties (sectors) and has footprint in one of the regions they are bidding for (if more than one region selected) = 15 points • More than 3 years of experience in providing property management services, with no footprint in any of the regions = 10 points • <3 years of experience in providing property management services in the selected properties (sectors) = 0 points Note: a) Company profile submitted should include a project summary table of property management services provide by the Bidder.	20

Criteria	Description	Evidence Required	Scoring Guide	Points Achievable
			b) The project summary table to include the following - Client Name - Description of Property Management Services Provided - Property Sector which the services were provided e.g. Commercial, residential or industrial - Additional Information may include (Value and Duration) c) Failure in submitting the project summary table as required may lead to a non-allocation of points.	
2. Portfolio Track Record and References	Proven ability to deliver services of property type responding for (commercial, residential, industrial).	• Submit at least 3 signed verifiable reference letters on Client's official letterhead with contact person and their contact information, type (sector) where the property management service was provided, scope of services provided • Letters should have a positive review of the Bidder to be allocated points.	• 5 and more reference letters submitted in providing property management services in the sector responding for = 30 points • 4 reference letters submitted in providing property management services in the sector responding for = 20 points • 3 reference letters submitted providing property management services in the sector responding for = 10 points • Less than three or no reference letters submitted in providing property management services in the sector responding for = 0 Note Where Bidder is responding to a mix of the property types (sector) the allocation of points will be as follows: • 5 and more reference letters submitted in	30

Criteria	Description	Evidence Required	Scoring Guide	Points Achievable
			providing property management services in the sector responding for. There should be at least one reference letter from each property type responding for. = 30 points (no submission of at least one verifiable reference letter for each property type responding for will result in no allocation of points) • 4 reference letters submitted providing property management services in the sector responding for. There should be at least one verifiable reference letter from each property type responding for = 20 points (no submission of at least one verifiable reference letter for each property type responding for will result in no allocation of points) • 3 reference letters submitted in providing property management services. There should be at least one reference letter from each property type responding for = 10 points (no submission of at least one verifiable reference letter for each property type responding for will result in no allocation of points) • Less than three or no verifiable reference letters submitted in providing property management services in the sector responding for or = 0 points Note: Reference letter which indicates a property type which the Bidder did not indicate they are	

Criteria	Description	Evidence Required	Scoring Guide	Points Achievable
			responding for will not be counted.	
3. Experience and Qualification of Key Personnel (Project Team)	Qualifications and experience of project team (lead + Key Technical Personnel) with solid property management experience.	- CVs - Organisational organogram showing Project Team to be allocated for this assignment and their roles - Team Leader to be a registered Property Practitioner in order to be evaluated for experience. Bidder to attach proof of registration as a Property Practitioner. - Team Leader's experience to be a minimum of 5 years as a Project Lead in the Property Management Environment . - Technical Staff shall include at a minimum Rent and Account Personnel, Facility Management Personnel, Leasing Officer and/ or any other Property Management Personnel	Team Leader - More than 10 years of experience in property management + registration as a Property Practitioner; = 20 points 8–10 years of experience as in property management + registration as a Property Practitioner = 15 points 5 -7 years of experience in property management+ registrations as a Property Practitioner; = 10 points <5 years of experience = 0 points Note: An additional 5 points will be allocated where the Team Leader is a Principal Property Practitioner Technical Staff In order for a Bidder to score points. The Bidder should have at a minimum, the following Key Technical Personnel ✓ Rent and Accounts Personnel, ✓ Facility Management Personnel ✓ Leasing Officer Note: The Key Technical Personnel can possess multiple roles, however this should be demonstrated in the organogram and/or their CV - More than 5 years of experience in Property Management = 10 points 4-5 years of experience in Property Management = 8 points	30

Criteria	Description	Evidence Required	Scoring Guide	Points Achievable
			3 years of experience in Property Management = 5 points <3 yrs or missing = 0 Note: ✓ Total points allocated for Key Technical Personnel will be the average of the points for each key technical personnel. ✓ Each key technical personnel to have a minimum of 3 years of experience in order for the bidder to be allocated points on the Key Technical Personnel experience.	
4. Technical Approach & Methodology	Understanding of assignment, rollout plan, systems, and value-add.	- Detailed plan with milestones - System/software descriptions - Risk and stakeholder plans	Full coverage with value-add, covering all the relevant sections = 20: - a detailed relevant to this scope of work property management plan. The property management plan should also depict how the bidder will effectively and efficiently manage the properties of ECDC which will achieve optimum rental collection. The property management plan should also include the following: - milestones, - risk management plan and stakeholder management plan which ensures an effective and efficient property management system in achieving an optimum rental collection (5), - Bidder to detail the relevant property management	20

Criteria	Description	Evidence Required	Scoring Guide	Points Achievable
			software and tools utilised by Bidder (e.g. MDA license with, MRI TPN or similar) and how will these software and tools assist the Bidder in an effective and efficient Property Management of ECDC properties (5), ○ Lease and collection approach which included a resource allocation plan in ultimately achieving optimal rental collection (5), and ○ Innovations and additional value add (5) = 20 • Moderate detail covering all the relevant sections = 15: ○ a detailed property management plan submitted with milestones and risk management plan (5), ○ relevant property management software in use (MDA license with, MRI TPN or similar) (5), ○ resource allocation plan (5) • Generic plan covering one element = 5 • Non-compliant / non-submission = 0	

Total Points: 100 Minimum Threshold to Qualify: 70 Points

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further on Stage 2 (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 2 – PREFERENTIAL PROCUREMENT

1 GENERAL CONDITIONS

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

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

2 Principle applicable for this tender /quotation is:

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

3 Points for this tender shall be awarded for:

- (a) Price; and
 (b) Specific Goals.
 (c) The maximum points for this tender are allocated as follows:

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

- 4 A maximum of 20 points will be awarded for specific goals as detailed in 1.4.1 above. In order to claim specific goal points, bidder is required to complete SBD 6.1 which includes declaration for company/firm location and provide documentary proof of location.
- 5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.7. 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 bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party 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

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	tenders@ecdc.co.za

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:	ecdc@thehotline.co.za
Fax	0867 261 681
Mobile application	Vuvuzela Hotline app - download from Google play store, use 0800 116 655 to report
Website Link	https://www.thehotline.co.za/report - 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)

1.1. Introduction

The ECDC is a state-owned entity with headquarters in East London, South Africa with a dual commercial and developmental mandate focused on boosting economic development. In addition, ECDC has three regional offices (Mthatha, East London, and Butterworth).

1.2. Vision

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

1.3. Mission

To promote and coordinate inclusive economic development through innovative finance and investment solutions.

1.4. Outcomes/ Strategic Objectives

- Competitive and sustainable micro, small and medium enterprises (MSME) sector that contributes to the socio-economic development of the Eastern Cape
- A growing diversified and inclusive economy
- A sustainable ECDC that offers competitive products and services.

2. BACKGROUND

2.1. ECDC Properties

The ECDC owns a significant property portfolio valued at R1.2 billion made up of residential, commercial, industrial and hotels. ECDC's real estate portfolio assets are managed and maintained to realise financial sustainability and return on investment, while also achieving its strategic objective to foster economic development within the Eastern Cape region.

The property portfolio encompasses over 1,088 properties that span various sectors, including commercial, industrial, residential, and vacant land. These properties are tabled below together with their lettable unit yield quantities.

ECDC owned properties

IMMOVABLE PROPERTY PORTFOLIO LIST AND CLASSIFICATION				
	EL/BTW/KWT/QT		Mthatha	
	Qty	Units Yield	Qty	Units Yield
Residential Flats	14	221	19	239
Residential (Standalone houses)	87	87	73	73
Commercial (Offices and Retail)	17	175	7	135
Industrial	441	441	98	98
Vacant Land (including small offset)	234	0	68	0
Parkhomes/Timber	1	39	1	1
Specialised	0	0	7	7
Leisure	3	3	2	3
TRANSIDO	8	84	8	140
TOTAL (1088 properties with 1746 lettable units)	805	1050	283	696

3. PURPOSE OF THE BID

The ECDC seeks the services of an appropriately qualified and professional property management firm to provide property management services for its immovable assets to augment the current staff complement in accordance with applicable legislation and industry standards, with the aim to:

- Increase its rental revenue through improved lease management, reduced costs, enhanced operational efficiency, and specialised tenant selection and relations.
- Leverage specialized knowledge, advanced tools, and dedicated resources, while optimizing the performance of its property portfolio.
- Maximize revenue, improve operational efficiency, reduce risks, ensure long-term financial sustainability, and optimize the economic potential of its properties.
- Overcome the current resource constraints, improve tenant satisfaction, and unlock the full revenue potential of its property assets, and
- Supporting the organization's broader mission of economic development in the Eastern Cape.

4. SCOPE OF SERVICES REQUIRED

The competent, experienced, and professionally registered property management firm will assist the ECDC with services and management of select components of its immovable properties in the ECDC's assets register with focus on the following:

- Manage leases, tenants, and rental collection services on the ECDC's select immovable properties,
- Ensure all maintenance, repairs, and other services for properties are implemented and
- Ensure all properties are compliant with the legislative and industry requirements.
- Manage rental collection below 90 days period. Above 90 days to liaise with ECDC to hand over for debt collection process

The detailed scope of services of the property management firm will be limited to the select properties as detailed in the below and will include the following:-

4.1. Management services on select properties

The table below provides the list of the properties to be managed. The table further provides the current rent roll and debt status of each property. While the bidder will be expected to collect and maximise revenue on each property, the ECDC is also expecting the bidder to derive means to collect the outstanding historic debt from each property: -



List of properties to manage.

RESIDENTIAL FLATS - BUTTERWORTH

Property Description	Building Name	Region	Category	Total Size (BLD) m²	Monthly billed	Debt Status	Total Units	Units Let	Units Vacant	Leases Expired	Invaded Units
Ptn 19 of Erf 1034 Butterworth	RIVERVIEW GLEN	BUT	RES	2265	R 108 906	R 7 349 730	17	15	2	11	-
Erf 1042 Butterworth	QOLORA CLOSE	BUT	RES	2700	R 162 572	R 9 279 379	18	17	1	15	-
Erf 586 Butterworth	HOLLYBURN FLAT	BUT	RES	4800	R 199 015	R 7 125 518	32	32	1	20	-
TOTALS (3)					R 470 494	R 23 754 627	67	64	4	46	-

RESIDENTIAL FLATS - MTHATHA

Property Description	Building Name	Region	Category	Total Size (BLD) m²	Monthly billed	Debt Status	Total Units	Units Let	Units Vacant	Leases Expired	Invaded Units
Ptn 1 of Erf 2224 Mthatha	MOUNTAIN VIEW FLATS	MTH	RES	1836	R -	R 5 669 207	12	-	12	-	11
Ptn 2 of Erf 2533 of Erf 2760 Mthatha	VALLEY VIEW FLATS	MTH	RES	3080	R 37 066	R 10 695 788	28	3	25	3	23
Erf 2768 Mthatha	NORWOOD FLATS	MTH	RES	1884	R -	R 9 047 142	24	-	24	-	21
Erf 2012 Mthatha	JACARANDA COURT	MTH	RES	1335	R -	R 5 250 780	12	-	12	-	12
Ptn 1 of Erf 2224 Mthatha	KAMBI VIEW FLATS	MTH	RES	1836	R 9 245	R 8 334 277	12	1	11	1	10
TOTALS (5)					R 46 312	R 38 997 194	88	4	84	4	77

INDUSTRIAL AND COMMERCIAL PROPERTIES - BUTTERWORTH

Property Description	Building Name	Region	Category	Total Size (BLD) m²	Monthly billed	Debt Status	Total Units	Units Let	Units Vacant	Leases Expired	Invaded Units
Erf 1071 and Erf 8467 Butterworth	CHET INDUSTRIES	BUT	IND	9190	R 124 334	R 5 972 114	38	17	21	10	-
Erf 174 Nqamakwe	TRANSIDO - NQAMAKWE	BUT	COM/IND	743	R 21 061	R 1 103 782	11	7	4	7	-
Erf 4775 Butterworth	TRANSIDO - CENTRAL	BUT	COM/IND	1010	R 27 976	R 3 274 499	24	19	5	19	-
Erf 4948 Butterworth	TRAMATEX	BUT	IND	22313	R 23 675	R 6 651 125	18	3	15	3	-
Erf 4953 Butterworth	IBIKA	BUT	IND	9742	R 576 283	R 14 972 609	53	28	25	14	-
TOTALS (5)					R 773 330	R 31 974 128	144	74	70	53	-

INDUSTRIAL AND COMMERCIAL PROPERTIES - MTHATHA

Property Description	Building Name	Region	Category	Total Size (BLD) m²	Monthly billed	Debt Status	Total Units	Units Let	Units Vacant	Leases Expired	Invaded Units
Erf 2742 Mthatha	TRANSIDO - USICO	MTH	COM/IND	2345	R 44 331	R 11 346 816	35	24	11	24	-
Erven 4956, 4657, 12018 & 12079 Mthatha	ZAMAKULUNGISA	MTH	COM/IND	35840	R 167 160	R 10 832 409	14	8	6	6	2
Erven 1896-9411 Mthatha	VULINDLELA HEIGHTS	MTH	COM/IND	70000	R 2 160 536	R 46 961 924	79	53	26	27	14
Erf 70 Mthatha	TRANSIDO - ELLIOT RD OFFICES	MTH	COM/IND	1161	R 44 309	R 4 365 513	44	8	36	8	29
Erf 5694 Mthatha	TRANSIDO - MOTORTOWN	MTH	COM/IND	3905	R 76 302	R 15 069 708	36	18	18	16	2
TOTALS (6)					R 2 492 639	R 88 576 370	208	111	97	81	47

INDUSTRIAL AND COMMERCIAL PROPERTIES - KING WILLIAMS TOWN/EAST LONDON

Property Description	Building Name	Region	Category	Total Size (BLD) m²	Monthly billed	Debt Status	Total Units	Units Let	Units Vacant	Leases Expired	Invaded Units
Erf 3745 Mdantsane	CSBC COMPLEX NU 11 MDANTSAN	KWT	COM/IND	4000	R 72 160	R 7 284 944	46	29	17	28	-
Erf 473 Alice	KU-NTSELAMANZI - ALICE	KWT	COM	400	R -	R -	8	-	8	-	6
Erf 185 Middledrift	MIDDLEDRIFT	KWT	COM	628	R -	R -	13	-	13	-	12
TOTALS (3)					R 72 160	R 7 284 944	67	29	38	28	18
SUB TOTAL ALL					R 3 854 935	R 190 587 264	574	282	293	212	142

4.2. Building Services

- a) Identify all possible service contracts per property on the above table.
- b) Define the nature of services required per property.
- c) Prepare service cost recovery plans where relevant.
- d) Ensure all properties comply with the requirements of municipal by-laws and building regulations and standards.
- e) Prepare reconciliation of municipal accounts and ensure payments thereof for all properties.

4.3. Risk and Legal Compliance

- a) Provide support on the review of organisational policies and procedures on property management in line with industry standards.
- b) Conduct risk assessments and develop mitigation measures for properties.
- c) Ensure all properties and buildings comply with all legislation, including but not limited to all SANS regulations, Occupational Health & Safety Act 85 of 1993 and Municipal By-Laws.
- d) Ensure all properties under the firm's portfolio meet fire prevention/regulation requirements.
- e) Ensure all properties under the firm's portfolio are regularly checked and physically secured.
- f) Ensure issuance of insurance cover of all properties under the firm's portfolio.

4.4. Property and Asset Management

- a) Implement property management procedures, and practices on property and asset management.
- b) Ensure that all properties under the firm's portfolio are effectively managed and maintained.
- c) Prepare a budget of total anticipated income and expenditure in respect of the properties for the following twelve-months period together with forward projections in a format acceptable to the ECDC.
- d) Manage the properties to maximize their performance and in addition to procure the performance of all such administrative and accounting functions.
- e) Ensure that effective legal agreements are in place for all properties that are in use and under the firm's portfolio.
- f) Manage client relationships with the ECDC tenants and community stakeholders.
- g) Participate and contribute to community policing forums where properties located.
- h) Ensure all utilities and tax (rates) invoices are received and paid.
- i) Ensure all services cost (operational costs) are recorded/captured against each property.
- j) Verify accuracy of all invoices before submitting to the relevant Property Regional Manager for payment.
- k) Prepare and submit relevant documentation to facilitate payment of invoices.
- l) Draft all required reports.
- m) Liaison with local and other authorities
- n) Verify accuracy of asset ownership status on an ongoing basis.

4.5. Tenant Recruitment

- a) Recruitment of tenants in line with the strategic asset investment and management approach of the ECDC.
- b) The preparation and implementation of approved marketing strategies for vacant spaces.
- c) Submission of tenant offers to lease for consideration and acceptance by the ECDC.
- d) Presentation of the lease applications to the Property Regional Manager for consideration and to the Properties Allocation Committee as and when required.

4.6. Leasing and Lease Management

- a) Provide review support and implement leasing management procedures and practices.
- b) Market lettable spaces including vacant land parcels to ensure revenue is collected.
- c) Determine the creditworthiness and FICA compliance of those prospective tenants, and their trade history and obtain such other information as may be relevant to the suitability of that prospective tenant as a tenant of the respective premises.
- d) Draft lease agreements for all potential tenants and lease renewals.
- e) Administer and ensure lease agreements are in place and correct for all tenants and compliant with the applicable legislation on lease agreements.
- f) Ensure that all renewals and new leases are concluded timeously and meet the projected income

- g) Review and update leases as required.
- h) Administer municipal rates and taxes and other utilities to ensure tenants portion are reconciled and billed to the tenant and collected.
- i) Ensure tenants monthly statements are correct and sent to tenants timeously.
- j) Ensure all monthly and outstanding rentals are collected from all tenants.
- k) Ensure debt management services are implemented on defaulting tenants.

4.7. Rental Roll

- a) Accurate calculation and capturing of current lease rates.
- b) Monthly report on the status and variances.
- c) Manage collections of rental, deposits, and other contributions according to the lease
- d) The refund of rental deposits to the tenants as and when they fall due.
- e) Compile related accounting reports as required.

4.8. Debt and Arrears Management

- a) Manage bad debts effectively and efficiently to be maintained under 90 days period.
- b) Advise ECDC on ways to control bad debts.
- c) Formulate and execute a strategy to address bad debts.
- d) Collections to be effective and efficient.
- e) Enforcement of the payment date.

4.9. Reporting

- a) A monthly report on operating statements, including deposits, rentals and other revenues received and expenses incurred.
- b) An annual operating plan for the next succeeding year to be submitted for review and approval by the ECDC.
- c) An annual reconciliation of ECDC expenses and assessments.
- a) Monthly written management reports in the format agreed from time to time by ECDC. Such reports to contain, inter alia, age analysis, legal proceedings, etc.

4.10. Tenant and Service Provider Management

- a) Establishing all necessary management and control systems.
- b) Ensure that the value of the properties is maximized, and operating costs reduced.
- c) Ensure that the tenants can operate effectively and efficiently.
- d) Maintain high client satisfaction levels in terms of competitive service.
- e) Monitor the performance of service providers.
- f) Ensure compliance with the defined lease agreements and service level agreements.
- g) Package documents for invoice payments for all services in place in line with concluded service level agreements.
- h) Manage the costs incurred for services provided.
- i) Address any service delivery level challenges.

4.11. Human Resources

- a) The service providers are expected to have some of its operational staff based at the ECDC offices.
- b) The service provider must conduct background checks on their personnel prior deployment to the ECDC offices. The ECDC might be provided with proof of this as and when required.
- c) The proposed structure and composition of the team should be provided along with the list of the key staff responsible, as well as other technical and support staff, and their curriculum vitae/resumes should be added as appendices. The Property Managers must select/propose staff for the assignment based on the needs of, and their full availability for the project. The resumes should, at a minimum, highlight the professional qualifications, certifications, number of years working for the firm and other organizations, as well as the nature and degree of responsibility held in various past assignments in line with the minimum requirements of Functionality Requirements.

4.12. Service Provider KPI (Targets to be met by the Service Provider)

PROVISION OF PROPERTY MANAMENT SERVICES FOR 3 YEARS: 2025/26: SERVICE PROVIDER KPI'S

PERSPECTIVE	KRA	OUTPUT / OBJECTIVE	KPI	WEIGHT	TARGET / STANDARD	PERFORMANCE MEASURE	TRACKING SOURCE
FINANCIAL	Rental Revenue Optimisation	Achieve annual rental revenue target	Total rental revenue collected (Rands)	20%	5 = ≥100% 4 = 91% - 100% 3 = 80% - 91% 2 = 65% - 80% 1 < 65%	Rent billed	Billing & finance reports
FINANCIAL	Collection Efficiency	Improve collection rate from tenants	% Collection rate achieved	20%	5 = ≥90% 4 = 80–90% 3 = 80% 2 = 70–80% 1 = <70%	Collections analysis	MDA system, finance statements
FINANCIAL	Vacancy Management	Reduce overall portfolio vacancy rate of lettable units	% Reduction in portfolio vacancies	10%	5 = ≥15% reduction 4 = 12–14% 3 = 10–11% 2 = 5–9% 1 = <5%	Vacancy reports, occupancy audits	Property portfolio reports
FINANCIAL	Operational Cost Optimisation	Reduce operational costs	Rand value of cost savings achieved	10%	5 = ≥100% 4 = 88% - 100% 3 = 80% - 88% 2 = 60% - 80% 1 < 60%	Cost comparison reports	Financial reports
FINANCIAL	Utility Cost Recovery	Recover utilities billed to tenants	% Utility cost recovered from tenants	10%	5 = ≥95% recovery 4 = 90–94% 3 = 85–89% 2 = 80–84% 1 = <80%	Utilities billing vs collections	Utility recon & tenant billing statements
INTERNAL PROCESSES	Tenant Vetting and Onboarding	Implement strict verification protocols for new tenants	% of new tenants vetted with no breach in first 6 months	10%	5 = 100% vetting + 0 defaults 4 = 95% + 1 default 3 = 90% + ≤2 defaults 2 = 85% + ≤3 defaults 1 = <85% vetting or >3 defaults	Application logs, breach reports	Tenant screening, contract repository
INTERNAL PROCESSES	Lease Compliance Monitoring	Ensure tenants adhere to lease obligations	% tenants monitored for compliance	10%	5 = 100% leases reviewed annually 4 = ≥98% 3 = ≥95% 2 = ≥85% 1 = <85%	Lease audits	Lease tracker, compliance reports

CUSTOMER / STAKEHOLDER	Landlord-Tenant Relationship Management	Improve satisfaction and reduce disputes	% of tenant complaints resolved within SLA	10%	5 = ≥95% resolved within SLA 4 = 90–94% 3 = 85–89% 2 = 80–84% 1 = <80%	Complaints register	CRM or tenant engagement logs
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NB: The appointed Service Provider is expected to achieve a minimum of 80% on the rental revenue collected in order to claim the commission percentage. Any collection below the threshold of 80% will not be claimed for commission.

5. DURATION OF AGREEMENT

- 5.1. The appointment of a successful bidder will be for a **period of 3 (three) years**, subject to satisfactory performance review at the end of each financial year. If performance is found to be unsatisfactory then the service provider's appointment will be reconsidered. (See key performance area and performance measure on paragraph 4.11 above)
- 5.2. However, notwithstanding the above, the ECDC may review the services of the Service Provider as and when it sees fit. The right to review the services and the discretion referred to herein shall not be construed as an obligation on the part of ECDC.

6. SUBMISSION REQUIREMENTS

Proposals should be clear and comprehensive. It should provide a straightforward, concise description of the firm's capabilities to meet the requirements of the RFP. Emphasis should be placed on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labelled.

6.1. Experience of the Property Management Service Provider

The Property Management firm is expected to provide information to enable ECDC to evaluate its stability, capability, and ability. The Service Provider should demonstrate that they have undertaken similar works that they are bidding for with other organizations comparable in nature, size and reputation. A minimum of three (3) reference letters in the format required in the functionality should be added as appendices.

- 6.1.1. Using the format below, the Property Management Firm should provide information on each relevant Organization/Client for which they have provided property management services similar to the one requested in this RFP. Each Organization should not exceed a page.
- **Client Name**
 - **Name/Description of Client**
 - **Client's Contact Person**
 - **Client's Contact Details**
 - **Description of Engagement/Services provided**
 - **Portfolio of properties managed**

6.2. Approach and Methodology

This section requires the Property Management firm to detail how they intend to provide facility management services and guarantee an efficient management of our properties in Eastern Cape. They are expected to explain their understanding of our request, the approach to be adopted, to provide the facility management services and the expected output. Details required in the Functionality Evaluation Criteria

6.3. Work Plan and Timelines

The main activities for the property management services should be outlined here. The work plan should be consistent with the schedule for deliverables.

6.4. Organisation and Staffing

The proposed structure and composition of the team should be provided along with the list of the key staff responsible, as well as other technical and support staff, and their curriculum vitae/resumes should be added as appendices. The Property Managers must select/propose staff for the assignment based on the needs of, and their full availability for the project. The resumes should, at a minimum, highlight the professional qualifications, certifications, number of years working for the firm and other organizations, as well as the nature and degree of responsibility held in various past assignments in line with the minimum requirements of Functionality Requirements.

6.5. Pricing

All applicable cost elements relating to the engagement should be included in the proposal. If necessary, the cost quotations (excluding VAT and other taxes) can be itemized according to the services proposed and the deliverables.

7. ADDITIONAL INFORMATION AND DOCUMENTS REQUIRED FOR THIS BID

- a) The bid is to be submitted along with this Terms of Reference document and other supporting documents, as applicable.
- b) It is important to note that the successful service provider will work under the supervision of the ECDC representative, abide by ECDC's Code of Conduct, and other organizational guidelines.
- c) A Service Level Agreement will be concluded and signed with the successful bidder/s.
- d) Potential service providers to familiarize themselves with the properties that will be managed as provided on section 6 of this Term of Reference document.
- e) The appointed bidder may not change a project lead during the course of the scope implementation without consultation with and concurrence of the client (ECDC).
- f) Brief company profile detailing experience relevant to this Terms of Reference.
- g) Valid and original or certified Fidelity Fund Certificate, and Certified Property Manager (CPM) or Accredited Facilities Professional (AFP) Certificate, and Registration with South African Facilities Management Association (SAFMA) or Institute of Real Estate Management (IREM).
- h) The successful bidder will be required to submit as part of the bid a project implementation methodology in accordance with the scope of work and evaluation criteria.
- i) Financial proposal, including proposed reasonable, market-related commission fee percentage on monthly rental to be collected, letting commission, drafting of lease, renewals, etc.
- j) Detailed property management plan.

1. 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.

2. Obligation to perform and sub-contracting.

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

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

3. Performance guarantee – (Not Applicable)

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

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

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

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

A cashier's or certified cheque

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

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

4. Anti-dumping and countervailing duties and rights

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

5. ECDC facilities

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

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

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

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

6. Force majeure

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

7. Spare parts (Not Applicable)

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

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

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

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

8. Insurance

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

9. Responsibility to perform.

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

The appointed Service Provider is expected to achieve a minimum of 80% on the rental revenue collected in order to claim the commission percentage. Any collection below the threshold of 80% will not be claimed for commission.

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

ECDC may also consider termination of the contract.

10. 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.

11. 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.

12. 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.

13. Duration of the contract

It is anticipated that the appointment will be made during **October 2025**. The service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed.

14. Payments and tax

- ✓ Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by

the bidder in this bid, except for any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

- ✓ This is a risk commission-based contract therefore ECDC will reimburse the service provider inline with the pricing schedule and SLA.
- ✓ 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 of services note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed as agreed in the SLA for payment of invoices.
- ✓ Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- ✓ The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonable necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.
- ✓ Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;
- ✓ A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- ✓ A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

15. VALUE ADDED TAX (VAT)

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

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

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

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

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

Legal Name of Bidder: (Same as CSD)			
Trading Name of Bidder: (Same as CSD)			
Registration Number (Same as CSD)			
Physical Address			
Postal Address			
Contact Person			
Title/Position in the Firm			
Mobile Number			
Bidder Telephone Number			
Facsimile Number			
Email Address of Contact Person			
Email Address of Bidder			
VAT Registration Number (Same as CSD)			
Central Supplier Database Number	MAAA		
Are the Accredited Representative in South Africa for the Goods /Services/Works Offered?	☐ Yes ☐ No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	☐ Yes ☐ No (If yes, answer the questionnaire Below)

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
Is the Entity a resident of the Republic of South Africa (RSA)	☐ Yes	☐ No
Does the Entity have a branch in the RSA?	☐ Yes	☐ No
Does the Entity have a permanent establishment in the RSA?	☐ Yes	☐ No
Does the Entity have any source of income in the RSA	☐ Yes	☐ 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		
<u>VERY IMPORTANT</u>		
<u>Directors/Employees in the Service of State</u>		
Where a person within the Bidding Entity is an Employee of the State, Bidder should a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee c) ECDC reserves the right to verify such information from their AO/AA		

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS 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)	Project Leader			
	Name of staff member	Designation	Accreditation to Bodies/Qualification (Indicate Yes/No) Attach Certificate	Years of Relevant Property Management Experience Attach detailed CV
		Team Leader registered as a Property Practitioner		
		Lead Property / Facility Manager		
		Lead Rent Personnel		
		Lead Accounts Personnel		
		Lead Leasing Officer		
Other Staff that will be allocated to this service (If there are any supporting the lead/seniors)				

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

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.					
	Name of the client	Name of the property serviced for the client,	Scope of work of the assignment	Type of property	Number of tenants	Contact details of the client.
1.						
2.						
3.						
4.						
5.						
Comments:						
SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)				DATE		

Annexure D: Form of Offer and Acceptance Offer

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

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

PROVISION OF PROPERTY MANAGEMENT SERVICES ON SELECTED ECDC PROPERTIES IN MTHATHA, BUTTERWORTH, AND EAST LONDON AREAS FOR THREE YEARS

Bid No: ECDC/ELN/418/022025

The tenderer, identified in the offer signature block, has examined the documents listed and requested in this bid 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 bid.

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

R.....**COMMISSION BASED (See Pricing Schedule)**..... (In figures)

..... **COMMISSION BASED (See Pricing Schedule)**.....

.....
Rand (in words)

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

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

Trading under the name and style of:		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: In his/her capacity as: 	Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.	
SIGNED FOR THE TENDERER:		
Name of Representative	Signature	Date
SIGNED BY WITNESS:		
Name of Representative	Signature	Date
The tenderer elects as its <i>domicilliumcitandi et executandi</i> in the Republic of South Africa, where any and all legal notices may be served, as (physical address) 		

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
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Annexure E: Pricing Schedule

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

- Bidders are required to expressly cover their proposed **commission percentage-based pricing structure** 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 **commission percentage-based pricing structure** with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.
- The proposed **commission percentage-based pricing structure** must remain valid for a period of 180 days from the date of closure of the bid.
- ECDC reserves the right to request the Bidder's latest audited financial statements to ascertain the financial stability of the Bidder before award of the bid. Failure by the Bidder to provide the latest audited financial statements may invalidate the bid.
- Proposed commission percentages will be fixed for the duration of the project.

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

PROPERTY MANAGEMENT SERVICES PRICING

The bid will be priced at risk and a percentage revenue-based structure matrix as per below.

Commission Structure – Property Management and Revenue Collection:

- The performance-based (%) commission structure charged on successfully collected revenue from current tenants and incremental revenue from new leases to be concluded.
- All costs must be included on the Bid Price, including travel, subsistence, and all taxes where applicable, etc.
- Important:** The pricing will be on commission-based structure linked to the revenue collected. Therefore, the Property Management firm may propose a pricing with this considered as ECDC will not be directly compensating the firm for any work undertaken other than from proposed structure.
- Detailed costing to be provided to substantiate the Pricing Schedule and must refer to the proposed implementation plan.
- The projected monthly rental income is estimated at a minimum of **R3 854 935** including VAT or at **R46 259 219**, including VAT per annum. This income is expected to increase as and when new additional rental leases are concluded on vacant units. The current vacant units are 289 across all real estate classes.

Performance-Based Commission Model (Percentage-Based)

Item	Description	Percentage Commission Offered
1.1	Monthly Management Fee – % of rent income collected – residential property	_____ %
1.2	Monthly Management Fee – % of rent income collected – commercial/industrial property	_____ %
2	Additional Commission - % of incremental Revenue (New leases)	_____ %

NB: The appointed Service Provider is expected to achieve a minimum of 80% on the rental revenue collected in order to claim the commission percentage. Any collection below the threshold of 80% will not be claimed for commission.

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

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 ☐

- If so, furnish particulars:

1. DECLARATION

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

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

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

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

.....

Signature

Date

.....

Position

Name of bidder

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

ANNEXURE G: STATEMENT OF CONSENT TO DATA PROCESSING

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

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

**SIGNATURE of the
DELEGATED AUTHORITY**

DATE

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:

CRITERIA	APPLICABLE POINTS
	Allocation where the lowest Bidder is between R1000 000 and R50 000 000
a) Price	80
b) Specific Goals	
• 51% and above black owned enterprise	10
• Eastern Cape Based Supplier	5
• 51 % and above women owned enterprises	3
• 51 % and above youth owned enterprises	2
Total points for Price and SPECIFIC GOALS	100

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:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

4.1.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps

=

Points scored for price of tender under consideration
- Pt

=

Price of tender under consideration
- Pmax

=

Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 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:
- 5.2 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		
• 51% and above black owned enterprise	10	
• Eastern Cape Based Supplier	5	
• 51% women owned enterprises	3	
• 51% youth owned enterprises	2	
Total points for Price and SPECIFIC GOALS	100	

ANNEXURE I: DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

SURNAME AND NAME:

DATE:

National Treasury General Conditions of Contract will apply