



# CALL FOR BIDS

BID NO: ECDC /ELN/391/092023

**BID SUBJECT: Panel for Enterprise Finance Channel Partners for Provision of Pre and Post Funding Support Services to Micro, Small and Medium Enterprises (MSME) and Enterprising Individuals for three (3) years**

**Request for quotation Consisting of:**

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

Issued by:

Prepared By

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

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

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

<b>CLOSING DATE:</b>	<b>16 OCTOBER 2023</b>
<b>CLOSING TIME:</b>	<b>12H00</b>

Head office: EAST LONDON T: (+27) 043 704 5600 • GQEBERHA T: (+27) 043 373 8260 • KOMANI T: (+27) 045 838 1910  
MTHATHA T: (+27) 047 501 2200 • Satellite offices: QONCE T: (+27) 043 604 8800 • MOUNT AYLIFF T: (+27) 039 254 0584  
BUTTERWORTH T: (+27) 047 401 2700 • ALIWAL NORTH T: (+27) 051 633 3007

Board Members: V Jarana (Chairperson) • S Somdyala (Deputy Chairperson) • A Wakaba (CEO)  
T Buthelezi • N Pietersen • S Siko • B Koneti • M Makamba • P Bono • T Cumming

Board Members: Prof. M Mazibuko (Chairperson) • N Dlulane (Acting CEO) • N van Dyk (Acting CFO)  
R Naidoo • M Maqetuka • B Nqadolo • L Jiya • P Bosman • M Sishuba • S Thobela • N Siwahla-Madiba • M Damane • D Mbelani (Company Secretary)

# Contents

<b>SECTION A - ABBREVIATIONS AND ACRONYMS</b>	<b>3</b>
<b>SECTION B – GENERAL INFORMATION</b>	Error! Bookmark not defined.
1.1. INVITATION TO BID	5
1.2. ELIGIBILITY TO BID	6
1.3. ESTIMATED TIMELINES	7
1.4. COMPULSORY BRIEFING SESSION	8
1.5. SUBMISSION OF BID DOCUMENTS	9
1.6. PREFERENTIAL PROCUREMENT	10
1.7. EVALUATION CRITERIA & MANDATORY REQUIREMENTS	16
1.8. STAGE 1 - FUNCTIONALITY EVALUATION CRITERIA	17
1.9. STAGE 2 PREFERENTIAL PROCUREMENT	18
1.10. CONFIDENTIALITY	19
1.11. INVENTIONS PATENT AND COPYRIGHTS	19
1.12. ETHICS	19
1.13. COMPETITION	20
1.14. CANCELLATION OF BID PROCESS	20
1.15. INTERVIEWS	20
1.16. SIGNING OF DOCUMENTATION	21
1.17. CONTRACT AWARD	21
1.18. SUPPLIER DUE DILIGENCE	21
1.19. DISCLAIMER	21
1.20. CONTACT AND COMMUNICATION	22
<b>ETHICS &amp; FRAUD HOTLINE REPORTING CHANNELS</b>	<b>23</b>
<b>SECTION C - TERMS OF REFERENCE / BID SPECIFICATIONS</b>	<b>24</b>
1.21. ABOUT THE EASTERN CAPE DEVELOPMENT CORPORATION	24
1.22. BACKGROUND AND CONTEXT	24
1.23. ROLE AND RESPONSIBILITIES OF ECDC CHANNEL PARTNERS	24
1.24. THE PROFILE OF A TYPICAL ECDC CHANNEL PARTNER	25
1.25. GOVERNANCE, PERFORMANCE AND COVERAGE	26
1.26. COMPENSATION FOR WORK DONE	26
1.27. TERRITORIES TO BE COVERED	26
1.28. ENVISAGED TIMELINES	26
1.29. CONDITIONS OF THIS BID	26
<b>SECTION D - GENERAL CONDITIONS</b>	<b>28</b>
1.30. RESPONSIBILITIES AND DUTIES	28
1.31. OBLIGATION TO PERFORM AND SUB-CONTRACTING	28
1.32. ECDC FACILITIES	28
1.33. FORCE MAJEURE	28
1.34. RESPONSIBILITY TO PERFORM	28
1.35. DURATION OF THE CONTRACT	29
1.36. PAYMENTS AND TAX	29
1.37. VALUE-ADDED TAX	29
<b>SECTION E - ANNEXURES</b>	<b>31</b>

## 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
MSME	Micro, Small and Medium Enterprises
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
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government

### B: DEFINITIONS

Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.

Specific goals	<p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:</p> <p>In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	<p>Means</p> <p>a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</p> <p>any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</p>
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.

Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	Means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a 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 – GENERAL INFORMATION

### 1.1. Invitation to Bid

The Eastern Cape Development Corporation (ECDC) requires the Panel for Enterprise Finance Channel Partners for Provision of Pre and Post Funding Support Services to Micro, Small and Medium Enterprises (MSME) and Enterprising Individuals for the period of three (3) years.

The panel will be for a period of 36 months. New entrants to the Panel will be permitted to apply to be added on the list of approved panel annually, after the anniversary of the contract i.e. every 12 months until the 36 months has ended OR where ECDC has evaluated and number of shortlisted Bidders in the panel does not allow competitiveness in accordance to the ECDC SCM policy provisions. When the time comes ECDC will invite prospective suppliers that are not already on the panel to apply for accreditation and the same evaluation process will be carried out to shortlist for the prospective Service Provider.

### 1.2. Eligibility To Bid

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

### 1.3. Estimated Timelines

Activity		Date	Time
1	Placing of advert	Daily Dispatch and Herald and ECDC Website and E-Tender Portal	N/A
2	Briefing Session Meeting	<b>Briefing Meeting Details.</b>  <b>Date: 03 October 2023 at 10:00</b> <ul style="list-style-type: none"> <li>ECDC Head Office and Virtual</li> <li>Ocean Terrace Park</li> <li>Moore Street</li> <li>Quigney</li> <li>East London</li> </ul> <b>Date: 06 October 2023 at 11:00</b> <ul style="list-style-type: none"> <li>ECDC Mthatha Regional Offices and Virtual</li> <li>7 Sisson Street</li> <li>Fortgale</li> <li>Mthatha</li> </ul>	
3	Last day of questions	09 October 2023	16:00



Activity		Date	Time
4	Final date of submission of bids	16 October 2023	12h00 pm
5	Bid Validity	6 months	

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

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

#### 1.4. Non - Compulsory Briefing Session

There will be **TWO non-compulsory briefing sessions** as detailed under 1.3 above. For any enquiries relating to this Bid, please email the ECDC procurement department at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) for attention S Matyaleni and quote the Bid Number.

Communication with the Bidders and any clarity, queries of the Bid and answers to the queries will be posted on the website at [www.ecdc.co.za](http://www.ecdc.co.za).

#### **Very Important**

**Bidders should send an email to ECDC Procurement [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) to register their interest in submitting this bid stating the following:**

Bid Number

Name of the Bidder

Contact Person

Contact Details

#### 1.5 SUBMISSION OF BID DOCUMENTS

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

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

- a) Bids to be placed in sealed envelopes in the Bid Box on or before the final date and time of submission of proposals as indicated above labelled clearly as follows:

Bid Reference Number:

**ECDC/ELN/391/092023**

**Bid Subject: Panel for Enterprise Finance Channel Partners for Provision of Pre and Post Funding Support Services to Micro, Small and Medium Enterprises (MSME) and Enterprising Individuals for three (3) years.**

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

Attention: **Mr. S. MATYALENI**

**OR**

- a) Quotations can be also submitted via email to [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za); [smatyaleni@ecdc.co.za](mailto:smatyaleni@ecdc.co.za) as follows:

**Subject SUBMISSION OF QUOTE: ECDC/ELN/391/092023**

**Note:** ECDC has an email capacity of receiving documents that are below **50MB**. Service Providers are advised to submit their tenders in sections.

#### **1.5.1 IMPORTANT NOTE**

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

- i) No alterations of the Bid Document will be allowed.**
- ii) No correction fluid will be allowed. Corrections should be initialled.**
- iii) 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.**
- iv) No late submissions will be eligible for consideration by ECDC.**
- v) The bid box is open on weekdays between 08h00 and 16h30.**

#### **1.5.2 Late Bids**

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 Preferential Procurement**

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

## 1.7 Evaluation Criteria & Mandatory Requirements

All submitted Quotations will be evaluated in the following **2 stages**:

<b>Pre-Qualification</b>	Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified. Service providers that have passed this will be evaluated on Stage 1.
<b>Stage 1</b>	<b>Involves an evaluation of Functionality only:</b>  At this stage Service Provider/Bidders must score a minimum percentage of <b>60% will be shortlisted to the panel.</b>

<b>PRE-QUALIFICATION MANDATORY REQUIREMENTS</b>			<b>Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close</b>
<b>Description</b>	<b>Mandatory Requirement</b>		
<p><b>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</b></p> <p>The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> <li>• Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li>• ID Number,</li> <li>• Government Employee</li> <li>• Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified.</li> </ul> <p><b><u>Onus on the Service Provider</u></b></p> <p>1. Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. <b>It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</b></p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p> <p><b><u>Directors/Employees in the Service of State</u></b></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> <li>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")</li> <li>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.</li> </ol> <p>ECDC reserves the right to verify such information from their AO/AA</p> <p><b><u>JV's and Consortium</u></b></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	Yes	Yes	

PRE-QUALIFICATION MANDATORY REQUIREMENTS			
Description		Mandatory Requirement	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
<p><b>Tax Compliance Requirements:</b></p> <ul style="list-style-type: none"> <li>Bidders must ensure compliance with their tax obligations.</li> <li>In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status.</li> <li>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> </ul>	2.	Yes	No
<p><b>Letter of Authority</b></p> <p><b>A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances.</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>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.</li> <li><b>Note:</b> The Letter of Authority <b>MUST</b> be signed by all directors of the Bidder/ Directors that meet the quorum in order for the Letter of Authority to be valid (or a signed Board Resolution authorising the signatory will be accepted – Board Resolution to be signed by the duly authorised individual (Chairperson of the Board/Company Secretary).</li> </ul>	3.	Yes	Yes
<p><b>Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.</b></p>	4.	Yes	Yes
<p><b>Annexure D - (SBD 4): Bidder's Disclosure (bidder); (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	7.	Yes	Yes

PRE-QUALIFICATION MANDATORY REQUIREMENTS			
Description		Mandatory Requirement	Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close
8.	<p><b>Annexure E - Statement of Consent to Data Processing</b></p> <p><b>(Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority).</b></p>	Yes	No  (Should be completed before evaluation)
9.	<p><b>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b></p> <p><b><u>Note</u></b></p> <p><b>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p> <p><b>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocated accordingly.</b></p> <p><b>Declaration with regards to Company /Firm Location</b></p>	No	No
10.	<p><b>Attach</b> a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p><b>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b></p>	No	No
11.	<p><b>Project Methodology</b></p> <p>The consulting company must clearly <b>outline the approach in which the project will be executed</b>. This approach must be supported by an outline project plan identifying the high-level activities to be undertaken, the key project milestones, and an indicative timeframe indicating the duration of the activity.</p>	No	No
<p><b>The following will be applicable to Joint Ventures/Consortium</b></p> <p><b>Bidders should not that the calculation of points for Joint Ventures/ Consortiums will be calculated in line with the provisions of Circular 02 of 2023/24</b></p>			
12.	<p>Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.</p>	Yes	Yes

<b>PRE-QUALIFICATION MANDATORY REQUIREMENTS</b>			
<b>Description</b>		<b>Mandatory Requirement</b>	<b>Disqualification if not submitted with RFQ or Bidder is found to be Non-Compliant at the Time of Bid Close</b>
<b>13.</b>	Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
<b>14.</b>	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
<b>15.</b>	<b>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem</b> <b>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</b>  <b>Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality.</b>  <b>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</b>	No	No
<b>16.</b>	<b>Declaration with regards to Company /Firm Location</b>  <b>Attach</b> 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.  <b>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.</b>	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.**

### **1.8 STAGE 1 - FUNCTIONALITY EVALUATION CRITERIA**

Involves an evaluation of functionality of the Bidder The proposals scoring a **minimum of 60% (45 points)** for functionality points will be short listed to this panel and will be invited on a quotation basis, based on their area of expertise that they have been shortlisted to when the need arises. Submissions scoring less than **60%** will be deemed to be non-responsive.

**CRITERIA FOR FUNCTIONALITY – BUSINESS FINANCE CHANNEL PARTNERS FOR PROVISION OF TECHNICAL AND PROFESSIONAL BUSINESS SUPPORT SERVICES TO MICRO AND SMALL ENTERPRISES AND ENTERPRISING INDIVIDUALS**

**A. SERVICE PROVIDER CAPACITY AND CAPABILITIES**

**60 Points**

**Experience of the Operational Staff:**

ECDC requires that the channel partner or its team members must have a team with relevant business and/or sector-based qualifications and experience in enterprise support, business finance, strategy and/or business planning consulting, business research, or relevant field relating to provision of support to micro and small enterprises or enterprising individuals.

**Documents to be submitted for Scoring**

- a. Service Provider to submit a schedule of officials to be assigned to this project with CVs attached of the designated individuals along with valid qualification certificates demonstrating that the Service Provider has sufficiently qualified and experienced personnel to deliver the scope of work.
  - Schedule and qualifying CVs with 5 resources or more: **10 points**
  - Schedule and qualifying CVs with 3 to 4 resources: **8 points**
  - Schedule and qualifying CVs with 1 to 2 resources: **6 points**
  - No schedule or CVs provided: **0 points.**

A resource who does not reflect relevant experience or does not possess relevant qualifications will not be counted.

**/10**



**CRITERIA FOR FUNCTIONALITY – BUSINESS FINANCE CHANNEL PARTNERS FOR PROVISION OF TECHNICAL AND PROFESSIONAL BUSINESS SUPPORT SERVICES TO MICRO AND SMALL ENTERPRISES AND ENTERPRISING INDIVIDUALS**

<p><b>b.</b> ECDC requires the designated consultants or officials to have a minimum of a bachelor's degree qualification in commerce and/or relevant technical field 3-year qualification that stands to add value in business support within the Eastern Cape business, industry and sector development context.</p> <ul style="list-style-type: none"> <li>• Post graduate degree in commerce <b>with</b> relevant field 3-year qualification: <b>20 points.</b></li> <li>• Post graduate degree in commerce <b>with no</b> relevant field 3-year qualification: <b>16 points.</b></li> <li>• Commerce degree <b>with</b> relevant field 3-year qualification: <b>16 Points</b></li> <li>• Commerce degree <b>with no</b> relevant field 3-year qualification: <b>12 points</b></li> <li>• Relevant field 3-year qualification only: <b>10 points</b></li> <li>• No commerce degree or 3-year relevant field qualification: <b>0 points</b></li> </ul>	<p><b>/20</b></p>
<p><b>c.</b> ECDC requires the designated consultant or officials to have a minimum of 3 years' experience in enterprise support, business finance, strategy and/or business planning consulting, business research, or relevant field relating to provision of support to micro small and medium enterprises or enterprising individuals.</p> <ul style="list-style-type: none"> <li>• 10yrs and above: <b>30 points</b></li> <li>• 6 to 9 years of experience: <b>26 points</b></li> <li>• 3 to 5 years of experience: <b>22 points</b></li> <li>• Less than 3 years of experience: <b>0 points</b></li> </ul> <p>No points will be allocated if the above is not adhered to. For firms who submit more than one designated consultant, an aggregate scoring will be applied (averaged by the number of consultants)</p>	<p><b>/30</b></p>
<p><b>B. COMPANY TRACK RECORD – Provide reference letters from previous clients</b></p>	<p><b>5 points</b></p>
<p>The bidder must demonstrate relevant experience in:</p> <ul style="list-style-type: none"> <li>• Enterprise support, business finance, strategy and/or business planning consulting, business research, or relevant sector-based field relating to provision of support to micro and small enterprises or enterprising individuals.</li> <li>• The service provider's track record should be supported by a signed reference letter which must be on a client's letterhead and should include the company name, contact person, and contact details (telephone number and/or email address) stating that the project was satisfactorily completed, or the service is being provided satisfactorily.</li> </ul> <p>The following scoring matrix will be used to evaluate this criterion:</p> <ul style="list-style-type: none"> <li>• 3 or more x reference letters = <b>5 points</b></li> <li>• 2 reference letters = <b>3 points</b></li> </ul>	<p><b>/5</b></p>

CRITERIA FOR FUNCTIONALITY – BUSINESS FINANCE CHANNEL PARTNERS FOR PROVISION OF TECHNICAL AND PROFESSIONAL BUSINESS SUPPORT SERVICES TO MICRO AND SMALL ENTERPRISES AND ENTERPRISING INDIVIDUALS	
<ul style="list-style-type: none"> <li>1 reference letters = <b>2 points</b></li> <li>No reference letters = <b>0 points</b></li> </ul>	
<b>C. PROPOSAL</b>	
<p>The quality of the proposal will also be evaluated based on the outline of the (1) methodology proposed for the provision of the required services, (2) area of focus/specialization by the service provider, and (3) outcome deliverables for the provided services.</p> <ul style="list-style-type: none"> <li>Proposal outlining all three areas: <b>10 points.</b></li> <li>Proposal outlining two areas: <b>8 points.</b></li> <li>Proposal outlining one area: <b>6 points.</b></li> <li>Proposal with no outline of methodology, area of focus/specialization, or service outcome deliverables: <b>0 points.</b></li> </ul>	<b>/10</b>
<b>TOTAL</b>	<b>75 points</b>

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

All bids that fail to achieve the minimum score will be disqualified.

The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = So \div Ms \times 100$$

Where: So = Total score for bid under consideration

Ms = Maximum possible score

Ps = percentage scored for functionality by bid under consideration

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

## 1.9 Alteration or withdrawal of Quotations

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

## 1.10 Costs for preparation of Quotations/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 Quotations will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

## 1.11 Ownership of Quotations and presentations

The ECDC shall on receipt of any Quotation 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 Quotation.

## **1.12 Tax Clearance Certificate requirement**

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

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

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

Where no Tax Compliance Certificate is available, the Bidder CSD Number must be provided in order for ECDC to verify the Tax Compliance Status

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.

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

## **1.13 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 Quotations shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

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

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

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

## **1.14 INVENTIONS PATENT AND COPYRIGHTS**

- a) 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.
- b) Provide ECDC the sole and exclusive right to alter and adapt the work.
- c) 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.

## **1.15 ETHICS**

- a) 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/Quotations or Quotations will lead to the rejection of its bid/quotation/Quotation in its entirety.
- b) The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for Quotations. The disqualification will be applicable at any stage of the bidding and / or engagement process.

## **1.16 COMPETITION**

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- f) 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.
- g) 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.

## **1.17 CANCELLATION OF BID PROCESS**

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

## **1.18 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.

## **1.19 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.

## **1.20 CONTRACT AWARD**

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

The acceptance of any Quotation 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.

## **1.21 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.

## **1.22 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 Quotations.

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.

### 1.23 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 Quotation.

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	S. Matyaleni
Telephone number	043 704 5640
Fax number	043 7228876
E-mail address	<a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>

## ETHICS & FRAUD HOTLINE REPORTING CHANNELS

### HOTLINE DETAILS

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

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

## **SECTION C - TERMS OF REFERENCE / BID SPECIFICATIONS**

### **1.24 ABOUT THE EASTERN CAPE DEVELOPMENT CORPORATION**

#### **VISION**

A leader in facilitating inclusive sustainable economic growth.

#### **MISSION**

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

- Coordinating efforts to enhance economic competitiveness.
- Unlocking opportunities for investment and expansion in the economy.
- Creating an enabling environment for growth targeted investment and trade.
- Providing MSMEs and co-operatives with access to finance and business support, to enable them to be competitive participants in the economy; and
- Serving as the preferred implementing agent for economic programmes and infrastructure projects.

### **1.25 BACKGROUND AND CONTEXT**

The Eastern Cape Development Agency is a Schedule 3 (d) state entity charged with the facilitating economic development of the Eastern Cape Province. As part of its mandate, the corporation must promote inward investment into the Eastern Cape, drive export programme for products produced by businesses in located in the province, and promote domestic investment into the Eastern Cape economy by providing finance through loans and equity to businesses - large and small located in the Eastern Cape.

The ECDC has regional offices at East London, Mthatha, Komani and Gqeberha though which it provides services to the rest of the Eastern Cape Province. The Eastern Cape is home to 254 cities and towns, large and small. It is clear from the statistic above that the ECDC's footprint is too concentrated to meet the support demands of small businesses across the province. To address the challenges of limited footprint and to increase the reach of the ECDC especially with regards to loan origination and business support services, the ECDC seeks to establish business finance channel partners which will operate as partners to the ECDC – providing local level business and technical support to businesses and enterprising individuals.

Through this call for applications the ECDC seeks to appoint business finance channel partners who will support its business development efforts especially in the MSME category.

### **1.26 ROLE AND RESPONSIBILITIES OF ECDC CHANNEL PARTNERS**

The ECDC seeks to partner with individual professionals and companies who can provide proactive support to MSME, groups and Individuals who wish to apply for funding for a plausible funding activity or business venture. The appointed channel partner shall, thus be expected to work with potential funding (loans and incentive) applicants to assist them to crystalize their business ideas, formulate fundable business proposals and business plans, prepare funding applications meeting the ECDC requirements, and table such applications to ECDC for funding. Post funding, the designated service provider shall be expected to provide business support intended at safeguarding commercial success of the funded venture. ECDC may allocate a designated geographical / sectoral area of focus to a channel partner depending on the proposals received in that particular geographical / sectoral area.



The appointed channel partners will on behalf of the ECDC fulfil the following responsibilities:

- 1) Conduct business development in the form of loan origination supporting client applications.
- 2) Assist the clients with development of bankable business plans.
- 3) Work with ECDC's internal Channel Partner Support Consultants to file the application for internal approval by the ECDC.
- 4) Undertake post funding approval support for clients that are at project implementation phase.
- 5) Generate project implementation reports for submission to the ECDC through the ECDC internal Partner Support Consultant.
- 6) Support the project post commissioning until the first anniversary of the attainment **OR** the break-even point whichever is earlier.
- 7) Generate project performance reports and submit these quarterly (or at any other frequency as may be required) to the ECDC through the Channel Partner Support Consultant.
- 8) The Channel Partner will ensure that he or she covers allocated territory to ensure accessibility of ECDC's services.
- 9) The Channel Partner will, after review of applications for business strength and alignment to the funding products, load applications of the supported enterprises or enterprising individuals on the approved ECDC's applications platform.
- 10) The Channel Partner will hold the highest standards of ethics and service excellence and shall not bring the name of the ECDC into disrepute.
- 11) The Channel Partner have space and tools with which to provide the services to its clients.
- 12) The Channel Partner shall advise in his/her proposal the geographic area he/she is comfortable to support.

## **1.27 THE PROFILE OF A TYPICAL ECDC CHANNEL PARTNER**

The ECDC Channel Partner must:

- 1) Have a minimum of 3 years and ideally more than 5 years' experience in commerce wherein he or she must have been involved in detailed business planning, strategy and support.
- 2) Must have the capacity to develop business plans with financial models that will meet ECDC's financing standards.
- 3) Must have a team or have access to a team with technical expertise in one or more of the key industry verticals such as agriculture and agro-processing, tourism and hospitality, retail, manufacturing, transport and logistics, ICT, Energy and Technology and Healthcare delivery.
- 4) Demonstrate deep expertise in use of technology.
- 5) Must demonstrate expertise in financial planning and management.

## 1.28 GOVERNANCE, PERFORMANCE AND COVERAGE

Governance arrangements relating to the programme include:

- 1) Channel partners will report to the ECDC's Channel Partner Support Consultant.
- 2) Channel Partner will be assigned to a particular territory.
- 3) Channel partner will submit progress reports in the prescribed format.
- 4) All reporting unless requested otherwise, will be on the prescribed ECDC digital Platform.
- 5) Appointment as an ECDC channel partner is solely at the discretion of the ECDC.
- 6) Channel partners would be engaged for a three-year period, after which the appoint would lapse.
- 7) The ECDC reserves the right to terminate the contract with a Channel Partner who is underperforming or is involved in unethical activities or any other activities that would bring ECDC's name into disrepute.

## 1.29 COMPENSATION FOR WORK DONE

Compensation arrangements and terms for the Channel Partners are outlined below:

- 1) All channel partners will be compensated on a success basis – linked to the value of funding approved by the ECDC for the supported applicants.
- 2) This means that the partner will be paid once the applications which he or she originated are approved the ECDC.
- 3) Compensation shall be informed by the quantum of the funding approved as follows:
  - a. **3%** for project-based funding approvals less than **R5 million**
  - b. **2%** for project-based funding approval higher that **R5 million but less than R10 million**
  - c. **1,5%** for project-base funding approval exceeding **R10 million**.
- 4) ECDC will pay a further 0,5% based on the approved ECDC funding or ECDC partner funding for all projects that have met their operational and financial performance at their 1<sup>st</sup> anniversary or reach a budgeted breakeven point, whichever comes first on condition that the Channel Partner has demonstrated consistent support to the project.

## 1.30 TERRITORIES TO BE COVERED

The Channel Partner programme shall cover all the local municipal areas of the Eastern Cape. Appointment and designation of a channel partner for an area shall however be determined by the availability of qualifying service providers within an area who have responded to this call. The ECDC may employ more than one channel partner in a municipal area. Sector/industry specialist channel partners may also be appointed to augment the work of business operations channel partners.

## 1.31 ENVISAGED TIMELINES

The service provider is expected to provide a detailed workplan including project Milestones and related timeframes should be included. Considering this requirement, the following timelines are provided as indicators for the duration of the project.

Issue of Bid Invitations	26 September 2023
Closure of the Bids	18 October 2023
Adjudication and appointment decision	10 November 2023
Contracting	10 December 2023
Contract effective date and project kick-off	08 January 2024
Channel partner on boarding virtual meeting briefing	25 January 2024

### 1.32 NOTE ON PAYMENT FOR SERVICES RENDERED AND CONDITIONS OF THE BID

- 1) A Service Level Agreement (SLA) will be signed with the successful bidders.
- 2) Proposed key staff members must participate actively and be able to perform services in accordance with the SLA and the project implementation plan.
- 3) The project manager or key consultant may not change without consultation with and concurrence of the ECDC.
- 4) Payments for services rendered will be linked to achievement of detailed milestones as outlined below:

Item	Milestone	Payment
1.	Approval of funding	50%
2.	50% implementation of business funding objectives	70%
3.	80% implementation of business funding objectives	100%
4.	Attainment of breakeven point or specified financial objective.	Additional 0.5% of project value

- 5) The ECDC shall assume cost for a maximum of three visits to supported client sites over the twelve months period of designated beneficiary support. Travel disbursements shall be paid at applicable government rates. Accommodation costs should generally be avoided except on special circumstances where the ECDC approval shall be necessary. Engagements may be held virtually or face-to-face as agreed by the parties subject to approved disbursements budget.

## **SECTION D - GENERAL CONDITIONS**

### **1.33 RESPONSIBILITIES AND DUTIES**

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

The service provider shall 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 progress reports on the services as may be required and requested by ECDC.

### **1.34 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.

### **1.35 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, by arrangement, make use of 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.
- Use such facilities entirely at its 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 such facilities or items, other than loss or damage caused because of ECDC's own wilful misconduct.

### **1.36 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.

### **1.37 RESPONSIBILITY TO PERFORM.**

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

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

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 may also consider termination of the contract.

### 1.38 DURATION OF THE CONTRACT

It is anticipated that the appointment will be made during 1<sup>st</sup> of December 2023. The service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed.

### 1.39 PAYMENTS AND TAX

- 1) Payments shall only be made in accordance with the fees as per the relevant clauses of this bid document. Prices charged by the bidder for services performed under the contract shall not vary from the rates in this bid document, with the exception of adjustments authorized by ECDC.
- 2) ECDC will re-imburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred, duly approved and subject to such being within the budget parameters agreed upon between the parties.
- 3) The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a proof of the fulfilment of the obligations stipulated in the contract.
- 4) Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- 5) The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary for the above claims. Should ECDC require an audit to substantiate such expenditure, the service provider shall allow ECDC's personnel or an independent auditor access to those records.
- 6) Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;
- 7) A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- 8) A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

### 1.40 VALUE-ADDED TAX

- 1) **Prices quoted by VAT Vendors MUST be inclusive of VAT** and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1)

be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price

- 2) In all instances where bidders ( including VAT Vendors) have excluded VAT from the prices quoted , such prices must be evaluated excluding VAT and if the bidder is successful , the letter of award of contract will state that the price at which the contract is awarded is exclusive of VAT and the VAT will not be added on at any stage . **The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.**
- 3) **Prices quoted by non-VAT Vendors MUST NOT include VAT.** However Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover to be above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Services (SARS) as VAT Vendors. **The award of such a contract would be conditional pending the successful Bidder submits proof of registration as a VAT Vendor with SARS**

## SECTION E - ANNEXURES

### ANNEXURE A: SUPPLIER INFORMATION

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

<b>Legal Name of Bidder:</b> (Same as CSD)	
<b>Trading Name of Bidder:</b> (Same as CSD)	
<b>Registration Number</b> (Same as CSD)	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Contact Person</b>	
<b>Title/Position in the Firm</b>	
<b>Mobile Number</b>	
<b>Bidder Telephone Number</b>	

<b>Facsimile Number</b>			
<b>Email Address of Contact Person</b>			
<b>Email Address of Bidder</b>			
<b>VAT Registration Number</b> (Same as CSD)			
<b>Central Supplier Database Number</b>			
<b>Is the Accredited Representative in South Africa for the Goods /Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  (If Yes enclose Proof)	<b>Are you a foreign based supplier for the Goods/Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  (If yes, answer the questionnaire Below)
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
Is the Entity a resident of the Republic of South Africa (RSA)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have any source of income in the Republic of South Africa		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>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</b>			



**VERY IMPORTANT**

**Directors/Employees in the Service of State**

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

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

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

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

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

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

.....  
(NAME OF BIDDER).

Print Name

Date

Designation

Signature

**Annexure E - (SBD 4): BIDDER'S DISCLOSURE****Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.**1. Purpose of the Form:**

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

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

**2. Bidder's Declaration**

<b>2.1</b> Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

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

Full Names	
Identity Number	
Name of the State Institution	

<b>2.2</b> Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

**2.2.1** If so, furnish particulars:

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

**2.3.1** If so, furnish particulars:

**3. DECLARATION**

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE of the DELEGATED  
AUTHORITY**

**DATE**

## ANNEXURE E: STATEMENT OF CONSENT TO DATA PROCESSING

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

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

Identity number \_\_\_\_\_ (“the applicant”)

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

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

<b>SIGNATURE of the DELEGATED AUTHORITY</b>		<b>DATE</b>	
---	--	-------------	--

**SBD 6.1: Complete in full and sign**

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

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

**2 GENERAL CONDITIONS**

2.27 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).

2.28 **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.

2.29 Points for this tender shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

2.31 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.

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

**3 DEFINITIONS**

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

#### 4 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

##### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)  (To be completed by the organ of state)	Number of points allocated (80/20 system)  (To be completed by the organ of state)	Number of points claimed. (90/10 system)  (To be completed by the tenderer)	Number of points claimed (80/20 system)  (To be completed by the tenderer)
<b>SPECIFIC GOALS</b>				
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		
<b>SPECIFIC GOALS</b>		<b>20</b>		

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**Annexure G: GENERAL CONDITION OF CONTRACT**