



REQUEST FOR PROPOSAL

BID NUMBER: ECDC/ELN/423/032026

BID SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR THE LEASE AND DEVELOPMENT OF THE DEVELOPMENT HOUSE LOCATED IN YORK ROAD, MTHATHA, AN ECDC OWNED PROPERTY IN THE EASTERN CAPE REGION FOR COMMERCIAL PURPOSES

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:	08 MAY 2026
CLOSING TIME:	12H00

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

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SECTION A:**ABBREVIATIONS AND ACRONYMS**

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

B: DEFINITIONS

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

Specific goals	<p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:</p> <p>In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—</p> <p>(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or</p> <p>(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p>
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	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 councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under a certain value as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament

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

SECTION B

1. General information

1.1. INVITATION

The objective of this document is to invite interested parties to submit to the ECDC, request for proposal responses for the development and lease of the Development House in York Road, Mthatha, in the Eastern Cape for commercial purposes.

The property below is to be leased on an as-is basis (voetstoots), as reflected on the attached Site/Lease Plan (Annexure 1).

Description	Extent	Proposed Use	Available From
Erf 140, York Road, Mthatha, Eastern Cape	7265m ²	Commercial (Office and retail)	Immediately

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	24 March 2026	N/A
Compulsory Briefing	<p>A non- compulsory briefing session will be held as follows: Date: 15 April 2026 Time: 10:00 Venue: MS Teams (link provided below) Link: https://teams.microsoft.com/meet/34803769809266?p=i4QjvxO1Y4VUYjOc4O Meeting ID: 348 037 698 092 66 Passcode: Rv65JE9Y</p> <p>For any enquiries relating to this Bid, please email the procurement department at tenders@ecdc.co.za, for the attention of S Vanda.</p> <p>Bidders are encouraged to submit and queries/questions BEFORE the briefing sessions .</p> <p>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.</p> <p>Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za</p>	
Last date of questions	20 APRIL 2026	16h30

Final date of submission of proposals	8 MAY 2026	12h00
Validity Period	Twelve (12) Months after the bid submission date 9 MAY 2027	

1.4. NON-COMPULSORY BRIEFING

A non- compulsory briefing session will be held as follows:

Date: 15 April 2026

Time: 10:00

Venue: MS Teams (link provided below)

Link: <https://teams.microsoft.com/meet/34803769809266?p=i4QjvxO1Y4VUYjOc4O>

Meeting ID: 348 037 698 092 66

Passcode: Rv65JE9Y

Note:

- 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 intention in submitting this RFP for ease of communication during the tender period. ECDC will use this to communicate any addendums, answers on queries prior the RFP close date**
- 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. **Definition of “related enterprise” is found on Section A: Definitions.**

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

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

1.5.5.4 *Any attempt to collude with other bidders or manipulate the bidding process may result in 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.** *See Mandatory Requirements for requirement.*

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/423/032026
Bid Subject:	REQUEST FOR PROPOSAL (RFP) FOR THE LEASE AND DEVELOPMENT OF THE DEVELOPMENT HOUSE LOCATED IN YORK ROAD, MTHATHA, AN ECDC OWNED PROPERTY IN THE EASTERN CAPE REGION FOR COMMERCIAL PURPOSES
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

1.6.1. RFP will be evaluated in the following two (2) Phases namely

✓ **Phase 1**

This comprises of a three (3) stage evaluation as follows:

- **Stage 1: Mandatory Administrative Compliance**
- **Stage 2: Functionality**
- **Stage 3: Preferential Procurement Points**

- a) Failure on the Bidder in meeting the minimum requirements on stage 1 and stage 2 will result in the Bidder not to be evaluated further.
- b) Stage 3 Preferential Procurement Points will be used to determine the top three Bidders that will be selected in participating on Phase 2 evaluation, Due Diligence.

✓ **Phase 2 - Due Diligence**

1.6.2. Summary of the on process of evaluation is as follows:

PHASE 1 EVALUATION	
1. Mandatory Administrative Compliance	<p>Stage 1: Mandatory Administrative Compliance</p> <p>Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure on the bidder to submit the Mandatory Requirements as required, may lead the bidder's RFP being regarded as non-responsive resulting in their bid being disqualified.</p>
2. Functionality	<p>Stage 2: Functionality:</p> <p>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.</p>
3. Preferential Procurement Points	<p>Stage 3: Preferential Procurement points:</p> <p>a) In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 90/10 Preference Point System shall apply to responsive tenders/bids with a Rand value equal to, or above R50 000 000 inclusive of all applicable taxes.</p>

	<p>b) Joint Venture Preference Points Calculation (See Treasury Circular 02 of 2023/2024)</p> <p>For bidding purposes, a joint venture or consortium means an association of two or more individuals and/or individual business entities for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.</p> <p>When evaluating bids of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.</p>
PHASE 2 EVALUATION	
Due Diligence	<p>Due Diligence</p> <p>a) ECDC will conduct due diligence on the top three (3) bidders (Preferred Bidders) who scored the highest points on procurement preference points.</p> <p>At this phase the Bidders will be evaluated on the capability and capacity of the bidder, and practicability of their project.</p> <ul style="list-style-type: none"> ✓ Capacity on Human Resources and other resources ✓ Detailed Financial Viability proposal based on the submitted proposal on phase 1, which will provide proof to ECDC on how the Bidder’s Proposal is financially viable ✓ Sustainability and Socio-economic impact commitments (Jobs, SMMEs, Training). ✓ Detailed Project Timelines and Milestones in achieving the project <p>b) Preferred Bidders will be granted up to twenty-one (21) days to submit supporting documents for the evaluation of due diligence.</p> <p>c) Failure of Bidder not meeting the Due Diligence stage, will result in the Preferred Bidder being non-responsive and will not to be recommended for the award.</p> <p>d) Where the top three Bidders failed Due Diligence as per c above, ECDC will continue the evaluation on the next top scorers on Phase 1- Stage 3 evaluation (Preference Points)</p>

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

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

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

<u>PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Due Diligence Stage and 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>			
2.	<p><u>Tax Compliance Requirements:</u></p> <p>1. Bidders must ensure compliance with their tax obligations; therefore, the bidder must be in good standing with the South African Revenue Services.</p> <p>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.</p> <p>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.</p>	Yes	No
3.	<p><u>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></p> <p>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.</p> <p>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</p> <p>1.2 Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf.</p> <p>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.</p> <p>The Letter of Authority <u>MUST</u> be attached to and submitted with the Bid document</p>	Yes	Yes

<u>PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Due Diligence Stage and 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>			
4.	Annexure A – Supplier Information (Duly completed and Signed by the Delegated Authority. (Attach Delegation of Authority))	Yes	Yes
	Annexure B – Resource Capacity and Capability (Signed and Completed by delegated authority) Failure to submit signed Resource Capacity may result in non-allocation of points.	No	No
5.	Annexure C – Experience Summary (Signed and Completed by delegated authority) Failure to submit signed Reference Letters from contactable references relevant to property development and leasing services and is aligned with the value of the proposal will result in non-allocation of points. Reference letters should be clear on the summary of the scope of services provided	No	No
6.	Annexure D – Form of offer and acceptance offer Duly completed and signed by the delegated authority.	Yes	Yes
7.	Annexure E – Breakdown of the Financial Offer and Proposed CAPEX investment amount and term 1. Complete the Rental Price Schedule detailed in Annexure E, and/or 2. Attach the rental price on the Bidders' letterhead, signed and in the same format as Annexure E, and 3. Rental Price Schedule to be completed and signed by the delegated authority	Yes	Yes

<u>PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Due Diligence Stage and 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>			
8.	<p>Annexure F (SBD 4): Bidder's Disclosure (To be Signed and Completed by the Duly Authorised Signatory).</p> <p>Important Note:</p> <ul style="list-style-type: none"> ✓ Bidders (JV/Consortium) and their directors, shareholder, member etc should declare ALL THE ENTITIES (companies) they have interest in, whether those companies are bidding for this contract ✓ Bidders can check their CSD and CIPC for the companies the Bidders (JV and Consortium Members included) and their directors, shareholder, member etc have interest in. ✓ <u>FALSE DECLARATION</u> <ul style="list-style-type: none"> - <u>DEFINITION OF "RELATED ENTERPRISE" IS UNDER THE SECTION A: DEFINITIONS.</u> - <u>FALSE DECLARATION WILL RENDER THE BIDDER NON-COMPLIANT AND WILL BE DISQUALIFIED FROM FURTHER EVALUATION</u> 	Yes	Yes
9.	<p>Annexure G - Statement of Consent to Data Processing</p> <ol style="list-style-type: none"> 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. <p>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.</p>	Yes	<p>No</p> <p>(Should be completed before the evaluation of the Bid.</p> <p>The Bidder should grant ECDC consent for the Data Processing of their information for the procurement process of the Bid.</p> <p>Where the Bidder did not complete and sign this Annexure, ECDC will contact the Bidder for granting of permission prior the evaluation of their Bid.)</p>

<u>PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Due Diligence Stage and 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>			
10.	<p>Annexure H– (SBD 6.1.): Preferential Points Claim</p> <p>1. Duly completed and signed by the authorised signatory.</p> <p>2. Service Provider is required to submit CIPC documents to prove their ownership (this can also be confirmed by ECDC on CSD). Where the Bidder’s OWNERSHIP is DIFFERENT FROM DIRECTORSHIP, the Bidder is required to submit their share certificate as added proof of ownership. This submitted proof will be used to confirm the ownership specific goals listed in Table 1 of the SBD 6.1 document.</p> <p>3. Failure to submit the preference points claim and proof of ownership may result in awarding of 0 (zero) preference points.</p>	<p>No</p> <p>Failure to submit the preference points claim may result in awarding of 0 (zero) points preference points.</p>	<p>No</p> <p>Failure to submit the preference points claim may result in awarding of 0 (zero) points preference points.</p>
11.	<p>Annexure H- (SDB6.1): Declaration with regards to Company /Firm Location</p> <p>1. Attach a proof of address to claim points for the Eastern Cape base locality as per specific goal advertised in this tender / quotation qin line with the PPR of 2022 preference points claim.</p> <p>In order to claim points, the Bidder is required to submit supporting document as proof of address in the following formats:</p> <ul style="list-style-type: none"> - Utility Bill from the municipality - Valid Lease Agreement(verifiable) - Letter from the Councilor (Stamped and signed) <p>2. Failure to submit the declaration and proof of address may result in awarding of 0 (zero) preference points under Eastern Cape locality</p>	<p>No</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality</p>	<p>No</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality</p>
The following will be applicable to Joint Ventures/Consortium			
13.	<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>	<p>Yes</p>	<p>Yes</p> <p>Require a letter of intent at Bid Submission (Formal Agreement to be requested on Phase 2 -Due Diligence Stage</p>

<u>PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Due Diligence Stage and 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>			
14.	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 This will be required during the Due Diligence Stage	No
15.	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 This will be required during the Due Diligence Stage	No
16.	Annexure H – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium members Annexure H – (SBD 6.1.): Preferential Points Claim (Signed and Completed). 1. JV/Consortium Members are required to submit each member CIPC documents to prove their ownership (this will also be confirmed by ECDC on CSD). Where the OWNERSHIP is DIFFERENT FROM DIRECTORSHIP, the Bidder is required to submit their share certificate as added proof of ownership. This submitted proof will be used to confirm the ownership specific goals listed in Table 1 of the SBD 6.1 document. 2. Failure to submit the preference points claim and proof of ownership may result in awarding of 0 (zero) preference points. Joint Venture Preference Points Calculation will be in accordance with Treasury Circular 02 of 2023/2024)	No Where in the Due Diligence stage the Bidder bring a JV or Consortium members that are of a lesser Procurement Points, the Bidder will be disqualified.	No Where in the Due Diligence stage the Bidder bring a JV or Consortium members that are of a lesser Procurement Points, the Bidder will be disqualified.

<u>PRE-QUALIFICATION MANDATORY REQUIREMENTS</u>		Mandatory Requirement for Due Diligence Stage and 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>			
16.	<p>Declaration with regards to Company /Firm Location</p> <p>1. Attach a proof of address to claim points for the Eastern Cape base locality as per specific goal advertised in this tender / quotation in line with the PPR of 2022 preference points claim.</p> <p>In order to claim points, each JV/Consortium Member is required to submit supporting document as proof of address in the following formats:</p> <ul style="list-style-type: none"> - Utility Bill from the municipality - Valid Lease Agreement(verifiable) - Letter from the Councilor (Stamped and signed) <p>2. Failure to submit the declaration and proof of address may result in awarding of 0 (zero) preference points under Eastern Cape locality</p> <p>Joint Venture Preference Points Calculation will be in accordance to Treasury Circular 02 of 2023/2024)</p>	<p>No</p> <p>Where in the Due Diligence stage the Bidder bring a JV or Consortium members that are of a lesser Procurement Points, the Bidder will be disqualified.</p>	<p>No</p> <p>Where in the Due Diligence stage the Bidder bring a JV or Consortium members that are of a lesser Procurement Points, the Bidder will be disqualified.</p>

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

1.1.1. POST ADMINISTRATIVE COMPLIANCE EVALUATION

Determination of score for Functionality and Due Diligence

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.

1.1.2. PHASE 1: STAGE 2 – EVALUATION CRITERIA AND BIDDER (FUNCTIONALITY)

At this stage, service providers must score a minimum of **70%** to be evaluated further on Phase 1: Stage 3 evaluation (Preferential Procurement Points Score). A service provider that scores below the minimum threshold (70%) will be deemed to be non-responsive and will not move to the next stage.

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

- **Development Concept and Feasibility** – alignment to market demand, statutory compliance.
- **Track Record and Capacity** – Bidders experience in carrying out the works,
- **Funding track record and proof on access to funding**
- **Capital Expenditure (CAPEX) and Development Plan**

1.1.2.1. Bidder Submission Requirements (Functionality Evaluation Criteria)

- Company profile aligned/customised to the current proposal.
- Proof of Track Record and Capacity. Track record should have value that aligns with your financial viability/proposal
Eg Track record is not aligned where bidder only has reference that has R50 mil project value, but the proposal is for R500 mil infrastructure development. This Reference letter and track record will not be accepted.
ECDC will accept reference/track record with previous project value that is 70% of the proposed CAPEX infrastructure development.
- High Level Development proposal, including:
 - Business case and preliminary market feasibility (consisting of high-level demand analysis).
 - CAPEX investment plan and funding proof (bank letters, investor commitments).
 - High level timelines of Milestone programme (approval – include the zoning where rezoning will be applicable for your proposal, construction, completion).
- Draft financial model with projected rental payments and returns over the estimated lease period (full extent of proposed period)

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

a) **Checklist for Functionality Requirements Scoring:**

Bidders are further required to submit with their Proposals, the following Returnable Documents Used for Scoring and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

REQUIREMENTS	BIDDER CHECKLIST	
1. Company Profile and Bidders Experience of a minimum of three years		
2. Capital Expenditure Plan		
3. Maintenance and Lifecycle Expenditure Plan		
4. Business Plan aligning with ECDC's Mandate		
5. Signed Reference Letters of similar comparable nature		
6. Valid Bank Rating that <i>aligns with the required CAPEX for this project and should not be lower than a rating of C</i>		
7. Annual Financial Statement <i>which are not more than 18 months of financial year end. AFS Submitted should demonstrate positive profitability in the years presented, solvency and liquidity</i>		

1.1.2.2. ELIGIBILITY TO BE SCORED ON FUNCTIONALITY

Bidder to submit the following to be eligible to score on functionality evaluation

- a) Bidder proposal for the development and triple net lease to be aligned to ECDC's mandate/Preferred use etc.
Proposal must align to ECDC's development vision, property modernisation programme and ECDC's long term revenue growth plan.
- b) Bidder/developer is required to have at a minimum, three years' experience in implementing projects of a similar nature. Bidder to submit as proof company profile depicting a minimum experience of three (3) years with list of projects; contracts/lease agreements; project completion certificate, that prove that they have carried out similar projects and those projects should be aligned with a minimum of three (3) years of experience. The projects should either are multiyear or have different projects in different years that demonstrate the three (3) years of experience.
Similar Projects = development and leasing projects.
- c) *CAPEX Plan*
- d) *Financial Track Record*
Bidder to demonstrate that they have a credit facility/fund facility from an approved Funding Institution which is not less than 70% of the CAPEX
- e) *Signed Audited Financial Statements (AFS) which are not more than 18 months of financial year end. AFS Submitted should demonstrate positive profitability in the years presented, solvency and liquidity*

- f) *Bank Rating – Bank rating is not to be lower than a rating of C and should be aligned with the required CAPEX for this project*

Failure to submit the above will result in automatic disqualification and will not be considered for further consideration and evaluation

Functional Evaluation Scoring Table

No.	Weight	Criteria	Requirements	Type of Proof / Evaluation Documents	Scoring Guide	Achievable Points
1	10	Previous Experience	<p>Bidder must demonstrate an experience in the industry in comparable developments (real estate, leasing, capital raising).</p> <p>The minimum industry experience in development and leasing projects required is three (3) years with at least 1 comparable project submitted as proof. The projects should be of similar value or number of tenants on previous/current projects</p> <p>Similar value of previous project is 70% and above of the proposed capex value of this development</p>	<p>Company profile; list of projects with contactable references; contracts / signed lease agreements/signed project completion certificates.</p>	<ul style="list-style-type: none"> ✓ ≥10 years' experience with ≥1 comparable projects = 3 ✓ 5 – <10 years with ≥1 comparable projects = 2 ✓ 3 – <5 years with ≥1 project = 1 ✓ <3 years and/or no evidence of comparable project = 0 	0-3
2	25	References	<p>Minimum of 1 reference letter confirming bidder's performance in similar projects within last 8 years.</p> <p>Similar projects are comparable developments in nature and value (development and/or real estate, leasing,)</p> <p>Similar value of previous project is 70% and above of the proposed capex value of this development</p>	<p>Reference letters MUST be not older than 8 years and should be on the following format</p> <ul style="list-style-type: none"> ✓ on official client's letterhead, ✓ signed by delegated official, ✓ with similar value ✓ comparable scope 	<ul style="list-style-type: none"> ✓ ≥3 References confirming value, scope, and satisfactory performance = 3 ✓ 2 References confirming value, scope, and satisfactory performance = 2 ✓ 1 Reference confirming value, scope, and satisfactory performance = 1 ✓ None/older than 8 years = 0 	0-3

3	35	Financial Track Record and Access to Funding	Demonstrated financial standing via bank rating and confirmed lines of credit from an institution aligned with CAPEX with audited financial statements.	<p>a) Bank rating (not older than 3 months).</p> <p>b) Bank rating and Credit to be in line with the CAPEX required for the development e.g. if the CAPEX is R50 mil your bank rating should be based on a value of R50 mil and above. This should be reflected on the bank rating</p> <p>c) Credit /Fund Facility from an approved Funding Institution aligned with CAPEX</p>	<p>a) Bank rating/ Ability to raise funds from a credible institution: ✓ A = 3, ✓ B = 2, ✓ C = 1, ✓ D/none = 0</p> <p>b) Credit/Fund Facility from approved Funding Institution /Internal Funding of which its availability is verified by a Credible Investment Funding Institution ✓ Credit/Fund Facility which is equal to the CAPEX required and above = 3 ✓ 90 % of CAPEX required = 2 ✓ 80% of CAPEX required = 1 ✓ Less than 80% of CAPEX = 0</p>	0-6
4	30	Capital Expenditure (CAPEX) & Development Plan	Detailed CAPEX plan with funding proof and project milestones.	Business plan; Work Breakdown Structure (WBS); project schedule; proof of funding commitments.	<p>✓ Concise WBS + fully costed CAPEX plan + proof of funding = 3</p> <p>✓ Good WBS + indicative CAPEX plan = 2</p> <p>✓ Average WBS + weak CAPEX detail = 1</p> <p>✓ None/inadequate = 0</p>	0-3

Technical Proposal Guidelines

a) Capital and Maintenance Cost Methodology

- **Concise** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart; activities sequencing is in parallel as far as is practical; the activities are grouped according to best practice.
- **Good** - The schedule is linked to the methodology at every activity level; the applicable activities are detailed to level 3; the representation is calendar and Gantt; the activities are numbered; the sequence of execution is clear from the Gantt chart.
- **Average** - The schedule is linked to the methodology; the high-level activities are represented as a calendar or Gantt chart; the activities are numbered; the sequence of execution is clear from the representation.

b) Financial Viability

- **Assumptions** – assumptions applied in the cash flow projections must be clearly indicated and rationale must be proven in terms of variable values.
- **Mitigations** – where net cashflows are negative clear mitigations must be put in place to ensure that continued operation of the business.

- 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.

1.1.3. PHASE 1: STAGE 3 – 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 above R50 000 0000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the 90/10 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	90
SPECIFIC GOALS	
51% and above black owned enterprise	5
Eastern Cape based supplier	2
51% and above women owned enterprise	2
51% and above youth owned enterprise	1
Total points for Price and SPECIFIC GOALS	100

- 4 A maximum of 10 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.

1.1.4. PHASE 2 EVALUATION - DUE DILIGENCE

1.1.4.1. ECDC will conduct a Due Diligence Evaluation on the preferred bidders prior to the award of the RFP. Where the Bidder does not meet the due diligence evaluation, the RFP will be non-responsive and will not be considered for recommendation.

1.1.4.2. ECDC reserves the right to the following

- a) **To invite the top three bidders who scored the highest preference points, for due diligence to prove the below. The invited Bidders will be given a up to 21 days to submit supporting documents for due diligence evaluation.**
- b) **To invite Bidders for interviews/demonstration to grant more clarity on their proposal.**
- c) **Failure to meet the due diligence stage, ECDC reserves the right to either cancel the RFP or further select the next top three (3) bidders from stage 3(preference points).**
- d) **Due Diligence will be evaluated based on the Bidders proposal in alignment with ECDC Mandate and Policy and viability of the proposa**

1.1.4.3. Due Diligence will be conducted on the following

1. Bidders Disclosure

Bidders Disclosure on outsourced resources (e.g. Main Subcontractors) to complete SBD4 (Bidders Disclosure).

2. Capacity on Human Resources

- ✓ Bidder to demonstrate human capacity by submitting the key Personnel allocated for this development. Key personnel should be linked to the refurbishment/restoration/development of the infrastructure and the Leasing and Property Management of Development House.
- ✓ Minimum Key Personnel required are as follows but not limited to:
 - Project Leader/Development Manager
 - Leasehold Manager
 - Financial Manager
 - Construction Manager
 - Architect
 - Civil /Structural Engineer
 - Electrical Engineer
 - Mechanical Engineer
 - Quantity Surveyor
 - Health and Safety Agent/Manager
- ✓ Organogram of the team composition and key responsibilities
 - Abridged CVs of the minimum key personnel
 - Proof of relevant professional registration of Key Personnel e.g. Electrical, Civil/Structural, Mechanical Engineer – ECSA, Leasehold Manager - Property Practitioner etc). ECDC will disqualify the team where a Key Personnel on their role is required to hold a professional registration by law does not have a valid relevant professional registration.
 - Each Key personnel should have at least a minimum of 5 years of experience in their field
- ✓ Bidder to demonstrate how the works will be carried out and have detailed resource allocation e.g. but not limited to
 - Percentage works to be carried out inhouse and what the works are.
 - Where other works will be outsourced, bidder to demonstrate ability to form JV/Consortium/Subcontracting for those works.
 - JV/Consortium/Subcontracting Agreements or letters of intent thereof from the

- outsourced resources
- Previously outsourced team for similar works with proven track record

3. Financial Viability

Detailed Development proposal, including:

- ✓ Complete detailed Business Plan and market feasibility consisting of proven demand analysis along with detailed financial projections for the full lease term selected
 - ✓ Detailed CAPEX investment plan and funding proof (bank letters, investor commitments).
 - ✓ Comprehensive maintenance plan for the full lease term (OPEX, standards compliance, lifecycle costing).
 - ✓ Realistic projections of IRR based on the above
 - ✓ Realistic cash flow projections for full lease period, signed off by finance professional.
 - ✓ Detailed financial model with strong financial viability signed certificate by CA/finance professional.
- IRR, DSCR >1.3, positive cash flows

4. Sustainability and Socio-economic impact (jobs, SMMEs, training). Bidder to demonstrate their Environment, Social, Governance (ESG) framework and social economic commitment schedule . Bidder will be evaluated but not limited to the following:

- **Social Economic Commitment Schedule with Social Facilitator to facilitate with the community**
 - ✓ **ECDC expects a ≥30% SMME participation on this**
 - ✓ **Quantifiable local jobs**
 - ✓ **Skills programme**
- **Sustainability and Environmental Plan**
 - ✓ **Renewable/green measures**

5. Detailed Timelines of the Project with Milestones

- ✓ Detailed timelines of Milestone programme (approval – include the zoning where rezoning will be applicable for your proposal, construction, completion).
- ✓ Current Zoning for this property is **General Business 1 (Shops and Offices)**

6. Maintenance & Lifecycle Plan

- ✓ Comprehensive maintenance plan for the full lease term (OPEX, standards compliance, lifecycle costing).

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.

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.

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.

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

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. Introduction to the ECDC Property Portfolio

The Eastern Cape Development Corporation (ECDC), through its Properties and Facilities Management Unit, is mandated to manage and develop the ECDC property assets for the purpose of maximising both social and commercial opportunities for the Corporation.

The portfolio includes residential, commercial, leisure, industrial, and retail properties, as well as vacant plots across the province, with key locations in Mthatha, Butterworth, Komani, and the Buffalo City Metropolitan Municipality.

Currently, the unit manages 1,736 property units, some of which are leased for rental income. This portfolio supports the ECDC’s business objectives, particularly in attracting investors by offering affordable commercial and industrial properties. Revenue generated from these units contributes to the sustainability of the ECDC. The unit undertakes its mandate through the following functions within three sub-units.



Dedicated to uplifting economic development and creating jobs in the province, and to finding solutions to the developmental challenges facing the ECDC, the ECDC utilises ECDC-owned land assets and properties to leverage private sector investment to drive investment, economic growth, and job creation.

The ECDC aims to achieve its objectives by focusing on the following imperatives:

- Realising financial sustainability and economic value
- Supporting economic development and aligning the ECDC's property portfolio with government priorities;
- Increasing the effectiveness of economically viable use of properties; and
- Management of risk and return with respect to the property portfolio and property transactions

ECDC Property Modernisation and Transformation Programme

The ECDC has embarked on a Modernisation and transformation strategy to rationalise, optimise its real estate portfolio. This includes a strategic programme for long term leasing, development of its unutilised land assets and upgrade of existing buildings. The Properties Modernisation and transformation part of the ECDC's secondary mandate to commercialise and expand its vast property base and to raise revenue.

In partnership with the private sector, using various models such as the Build, Operate and Transfer (BOT) model to lease, upgrade, and commercialise its buildings and land, the ECDC seeks to award leases to suitable tenants/investors.

Some of the benefits of the programme to ECDC include generating additional revenue, driving value from unused land, eliminating the high cost of servicing unused land and buildings, and adding value to communities where our properties are located.

Purpose of the modernisation and transformation programme

The ECDC intends to partner with the private sector developers in packaging and unlocking the potential of the property portfolio, e.g., unused land parcels and buildings, to stimulate economic activity through the provision of infrastructure, industrial, retail, etc. Our primary goal is to ensure that our property portfolio, which underpins our business, remains productive and value-generating. This will serve as a strategic platform for creating new income streams through investment opportunities and facilitating expansion.

This dynamic approach focuses on increasing revenue streams, optimizing existing assets, expanding the property portfolio, and enhancing operational efficiency.

The strategy prioritizes the maximization of income from the current portfolio, alongside the pursuit of new development opportunities and effective financial management.

Our strategic and operational objectives include:

- Income generation from leasing of the developed top structure
- streamlining costs to improve profitability through the reduction of the high cost of maintenance, as well as rates and taxes
- Diversifying revenue sources through rental income, service charges, and value-added property management services
- This initiative will also ensure that there are economic activities, urban regeneration, socio-economic impact in the surrounding communities

ECDC plans to strategically invest in high-value properties, leverage government incentives, and explore public-private partnerships (PPPs) to support property development projects.

3. THE LONG-TERM LEASE AND DEVELOPMENT OPPORTUNITY

ECDC owns and operates the largest property portfolio in the Eastern Cape, comprising residential, commercial, industrial, and tourism. The ECDC's property portfolio includes a significant portion of underperforming assets that are either invaded, obsolete, or dilapidated. The increasing cost of maintenance, rates, etc., places a huge burden on the overall operational budget, exceeding the revenue generated.

As part of its Modernisation and transformation programme, the ECDC is therefore seeking partnerships with real estate service providers/firms to lease and develop its under-utilised properties. This Specification describes the scope of the long-term development lease of ECDC properties within the real estate agreement.

The Eastern Cape Development Corporation (ECDC) invites responses from qualified and experienced developers, investors, or consortia for the long-term lease, development, and activation of its strategically located properties in Mthatha, earmarked for transformation into a vibrant mixed-use development precinct.

This initiative forms part of ECDC's property transformation strategy aimed at unlocking economic value, increasing commercial vibrancy, and meeting regional demand for student accommodation, affordable housing, retail, and public amenities.

4. THE TRANSACTION STRUCTURE

4.1. Lease Model

It is the intention of the Eastern Cape Development Corporation (ECDC) to enter into a formal long-term Triple Net (NNN) Development Lease with the successful bidder. Under this model, the lessee assumes responsibility for all property-related costs, including maintenance, insurance, utilities, statutory charges, and upgrades, thereby ensuring sustainable returns to the ECDC.

4.2. Strategic Objectives of the Lease

The Development Lease arrangement will achieve the following:

- Long-term, predictable annuity income for the ECDC.
- Unlocking of private sector financing, expertise, and development capability.
- Delivery of catalytic developments aligned to municipal Spatial Development Frameworks (SDFs) and government priorities.
- Inclusion and capacitation of local SMMEs
- Job creation and socio-economic upliftment in host communities.
- Implementation of environmentally sustainable and climate-resilient infrastructure.

4.3. Performance Guarantees and Security

- The successful bidder shall provide a Performance Guarantee or Bank Guarantee equivalent to 12 months' rental or 10% of the proposed capital expenditure (CAPEX), whichever is greater.
- This guarantee will serve as security for the commencement and completion of agreed works and for ongoing rental obligations.

- The guarantee must remain valid throughout the construction phase and be renewable thereafter.

4.4. Development Milestones

- The lease agreement shall incorporate binding development milestones:
 - Submission of statutory approvals (zoning, SDP, EIA, building plans) within 12 months of lease signing.
 - Commencement of construction/refurbishment within 18 months of lease signing.
 - Practical completion of development within a negotiated timeframe (typically 36–48 months depending on project scope).
- Failure to meet milestones, without ECDC-approved justification, shall constitute a material breach of lease and may result in termination and forfeiture of guarantees.

4.5. Beneficial Occupation

- Requests for beneficial occupation must be fully motivated in the business plan.
- During any approved beneficial occupation period, the lessee shall assume all holding costs (rates, taxes, utilities, insurance, and security).
- Rental holidays, if granted, will be subject to ECDC Board approval and linked strictly to construction progress milestones.

4.6. Due Diligence

- Bidders are responsible for conducting independent inspections and feasibility studies prior to submitting proposals.
- ECDC assumes no liability for bidder miscalculations regarding site conditions, statutory approvals, or costs.

5. SPECIFICATION FOR USE AND DEVELOPMENT OF THE PROPERTY

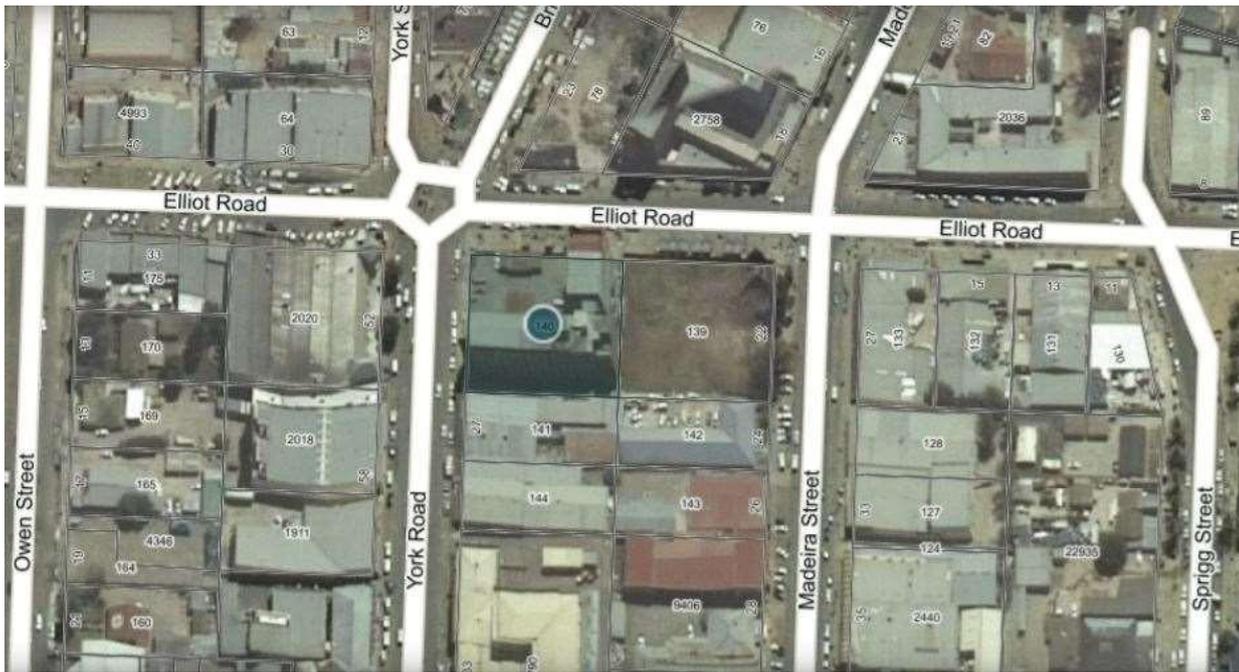
The following Specifications apply to this bid, and the following terms of contract are non-negotiable:

5.1. Property Tenure

- 5.1.1. The property shall be made available under a long-term lease of up to 50 years, in accordance with ECDC's standard Development Lease Agreement.
- 5.1.2. Upon expiry or termination of the development and lease agreement, possession of the property will revert to the ECDC without any compensation.
- 5.1.3. Upon expiry or termination, **all improvements revert to ECDC without compensation.**
- 5.1.4. Lease rights are **non-transferable** without prior ECDC consent.

5.2. Property details and supporting information

- 5.2.1. The property is situated in Mthatha Central which is the main Commercial Area of Mthatha. The property is ideally situated for its current use and would be in demand due to its position.
- 5.2.2. The property is currently partly occupied.



Property Information

Property Description	Erf 140 Mthatha Cnr of York Elliot Streets, Mthatha Central, Mthatha Eastern Cape Province
Locality	The property is situated in Mthatha Central which is the main Commercial Area of Mthatha. The property is ideally situated for its current use and would be in demand due to the position. 31.5867°S 28.7891°E
Registered Ownership	Eastern Cape Development Corporation
Title Deed No:	T30265/1973
Vision	Student accommodation / similar with supporting retail in ground floor (limited parking use)
Proposal	Triple net lease for revenue generation
Local Property Market	The demand for commercial property in Mthatha remains high. The subject property is regarded as very central and should have no problem remaining occupied at a market related rentals.
Land Size	The land is 2,742m2 in size, is regular in shape and is level.
Improvements:	There is 1 building on the property: 7,025m2
Commercial Building	A 7 storey facebrick building under a flat roof. The external condition is below average with the top floor derelict. The windows are steel. Floors are mixture of carpets and tiles. There is a lift that operates. The internal condition is below average although some of the tenants have upgraded their rented areas.
Zoning	General Business 1 (Shops and Offices)

Current Use	<p>The building is a mixed-used property consisting of the following:</p> <ul style="list-style-type: none"> • Ground Floor – Retail • Floors 1 – 5 – Offices • Top Floor - Derelict
General	<p>The property is divided into two separate units enclosed with a wire fence.</p> <p>The parking area is cemented and there is parking for tenants and clients.</p> <p>A steel poles and facebrick carport 63m2- structure under a zinc roof with gutters and downpipes in an below average condition.</p> <p>The entire building is in below condition. The following issues were noted.</p> <ul style="list-style-type: none"> • Top floor derelict • Damp in stairwell areas. • Windows broken • No fire equipment • Light fittings and other fixtures were missing.

A site briefing and information pack will be made available to interested Bidders upon request.

5.3. Development Vision and Requirements

- 5.3.1. The property shall be developed in terms of a credible market study to be conducted by the bidder to ensure that the proposed development or upgrade will meet the demand/need of the targeted market/beneficiaries.
- 5.3.2. Developments must be supported by a credible market study demonstrating alignment with demand (e.g., student housing, retail, office, mixed-use).
- 5.3.3. The development should further take into account the need to contribute to environmentally sustainable goals in energy saving, water efficiency, and alternative building technology.
- 5.3.4. The successful bidder(s) will be responsible for and shall bear all costs related to the development of the property.
- 5.3.5. The property is made available in accordance with the site information made available in the Section below.
- 5.3.6. The successful bidder will be responsible to obtain all statutory approvals (Rezoning, Environmental, Site Development Plan, Building Plan, etc) which are required for any proposed development of the property.
- 5.3.7. Bidders to demonstrate a capital expenditure plan for the proposed development.
- 5.3.8. Bidders to demonstrate a maintenance plan broken down annually for the duration of the lease which should not exceed 50 years.
- 5.3.9. The Lessee shall at all times during the term of this lease keep in full force and effect a policy of public liability and property damage insurance of an amount not less than the replacement cost value.
- 5.3.10. The Lessee shall maintain and safeguard the Property for the duration of the lease

5.3.11. Proposals must align with:

- The Municipality's Spatial Development Framework (SDF) and urban regeneration plans.
- ECDC's Property Modernisation and Transformation Programme.
- Government economic development priorities.

5.3.12. Bidders must demonstrate contribution to socio-economic impact, including:

- Job creation (quantified construction and permanent jobs).
- Skills transfer and training commitments and SMME and local supplier participation.

5.3.13. The development must integrate sustainable building practices, including but not limited to:

- Renewable energy integration (e.g., solar PV).
- Water efficiency and reuse measures.
- Environmentally responsible building materials and design.

5.3.14. Compliance with all applicable statutory requirements is mandatory, including zoning, environmental approvals, health and safety legislation, and fire safety regulations.

5.3.15. The successful bidder must maintain public liability, construction all-risk, and property damage insurance for the duration of construction and lease.

5.3.16. Capital Investment and Maintenance

5.3.16.1. The successful bidder shall bear all capital expenditure (CAPEX) related to refurbishment, redevelopment, or new construction.

5.3.16.2. A detailed CAPEX plan and schedule must be submitted with the proposal.

5.3.16.3. A Maintenance Plan covering the full duration of the lease must be provided, including annual costs, resource allocation, and compliance with building standards.

5.3.16.4. The lessee shall keep the property in good repair, meeting all legal standards for health, safety, and occupancy.

5.3.17. Insurance and Risk Management

5.3.17.1. The Lessee shall maintain, throughout the lease term:

- Public liability insurance (not less than replacement value).
- Property damage insurance.
- Construction all-risk insurance during the development phase.

5.3.17.2. Copies of insurance certificates must be submitted annually to ECDC.

5.3.18. Monitoring and Reporting

5.3.19. The Lessee shall submit quarterly progress reports during construction and annual compliance reports thereafter.

5.3.20. Reports shall include updates on:

- Construction progress vs. milestones.

- SMME participation and local job creation.
- Environmental and safety compliance.
- Tenanting
- Maintenance activities.

6. ADDITIONAL GUIDANCE ON SUBMISSION OF FUNCTIONALITY EVALUATION REQUIREMENTS

6.1. 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. The prospective bidders are required to respond to the following elements of the development proposal fully:

6.2. Company Overview and Experience

Bidders are required to demonstrate their ability and capacity to deliver and manage the proposed development by submitting a detailed profile of the professional team and their completed development. They must further demonstrate their ability to secure funds required to carry out the project. They must further demonstrate the Leasing and Development experience and Property Management Experience using this format:

- Client Name
- Name/Description of Client
- Client's Contact Person
- Client's Contact -Details
- Description of Engagement/Services provided
- Portfolio of properties

Provide a detailed Capability Statement (no more than 10 pages excluding abridged CV's) that clearly presents at least the following:

6.2.1. Previous development experience

Previous development projects undertaken of a similar nature to the proposal – describe the project undertaken, its investment value, its location, date completed with contactable references in a tabular format per the below example:

No.	Project Description	Investment Value	Location	Completion date	Contactable References
1	Upgrade of flat for student accomodation - Baobab flats	R 5 000 000	Mthatha	31/03/2022	Mr Mogul, Cell no. 083 456 7890 imogul@millionaregroup.co.za
2	etc...				

6.2.2. Previous lease administration experience

Previous similar lease management experience – describe the properties and number of leases managed from tenant sourcing, lease inception, administration through to lease renewal. Describe the software used to manage the administration and billing process.

No.	Investment property	Number of leases	Avg. duration of lease (years)	Total annual rentroll value	Software mangement system
1	Baobab student flats	20	5	R 70 000.00	MDA / Nicor etc.
2	etc...				

6.2.3. Team Capacity

The investor must be able to demonstrate the capacity of their team to deliver their proposed concept by providing brief supporting documents including organograms of in-sourced team, abridged key team member CV's and capability statements for outsourced service provider.

No.	Key team member	Qualification	Professional Registration	Years experience on similar projects	Other relevant information
1	Team leader				
2	Development manager				
3	Leasehold manager				
4	Financial manager				
5	etc...				

6.2.4. Previous finance raising experience

Detail and list previous funding raising experience in the name of the investor through some of the following means:

- a) Secured loans via commercial institutions
- b) Security loans through private individuals
- c) Unsecured loans via commercial institutions / other
- d) Grant fund access

6.3. **Development Proposal:**

Bidders are required to submit a concise development proposal for the site. The development proposal must include a concept Development Plan of the proposed development, a tenancing plan, and the approach highlighting the following elements:

- Proposed Use and associated market research
- Proposed Development
- Methodology
- Proposed Outcome
- Maintenance and Operational Management plan
- Tenancing plan.
- **Financial Viability**

It is envisaged that the property shall be leased as is and can be developed into a mixed-use development.

6.4. **Rental Pricing (Commercial proposal)**

CONDITIONS SPECIFIC TO THIS BID

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, Public Liability insurance and any other applicable insurance** cover for the duration of the contract.

9. Responsibility to perform.

The bidder shall make delivery of the goods and performance of services in accordance with the time schedule prescribed by ECDC in the contract and inline with the agreed KPIs.

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

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

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

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

ECDC may also consider termination of the contract.

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

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 rental 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.
- ✓ 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		
Does the Bidder have a valid PSIRA Certificate.	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof or provide PSIRA Number hereunder)		
Are the Accredited Representative in South Africa for the Goods /Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No

	(If Yes enclose Proof)		(If yes, answer the questionnaire Below)
--	------------------------	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the Entity a resident of the Republic of South Africa (RSA)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have any source of income in the RSA	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

VERY IMPORTANT

Directors/Employees in the Service of State

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

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

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

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

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

.....
(NAME OF BIDDER).

Print Name

Date

 Designation

 Signature



ANNEXURE B: RESOURCE CAPACITY

The Bidder must be able to demonstrate the capacity of their team to deliver their proposed concept by providing brief supporting documents including organograms of in-sourced team, abridged key team member CV's with relevant professional registrations and capability statements for outsourced service provider.

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

	Key Personnel	Name	Qualification Attach Certificate	Relevant Professional Registration (Indicate Yes/No) Attach Certificate	Years of Experience in Similar Projects Attach a detailed CV	Other Information
1.	Team Leader					
2.	Development Manager					
3.	Leasehold Manager					
4.	Financial Manager					
5.	Construction Manager					
6.	Architect					
7.	Civil/Structural Engineer					
8.	Electrical Engineer					
9.	Mechanical Engineer					

Services to be Insourced					
	Services to be Insourced	Name of Team Leader of that Service	Qualification	Professional Registration	Number of years in similar projects

Services to be Outsourced

Percentage of Work to be Outsourced are

	Name of Service Provider	Services to be Outsourced	Number of years providing services	Relevant Professional Body e.g. CIDB, Property Practitioner etc	Number of Projects on Similar Nature and Value completed	Largest Value of Project Completed	How many projects have you successfully completed with the outsourced Service Provider

Note:

Detailed evaluation criteria on resource capacity will be conducted on Phase 2 – Due Diligence. Bidder will be required to submit supporting documents and proof of capacity and capability of resources.

I..... being the delegated person of the Bidder (attach delegation form) declare that the information provided is correct.

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
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ANNEXURE C: COMPANY EXPERIENCE (Table to complement the Bidder's Company Profile)

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

	Name of the client	Name of the	Scope of work of the assignment	Type of property	Value if development and rental	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.

Bid No: ECDC/ELN/423/032026

REQUEST FOR PROPOSAL (RFP) FOR THE LEASE AND DEVELOPMENT OF THE DEVELOPMENT HOUSE LOCATED IN YORK ROAD, MTHATHA, AN ECDC OWNED PROPERTY IN THE EASTERN CAPE REGION FOR COMMERCIAL PURPOSES

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..... (In figures)

.....
Rand (in words)

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

Note:

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

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

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

Trading under the name and style of:

.....

AND WHO IS:

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

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

Note:

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

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

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

.....

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
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Annexure E: Rental Price**Note:** Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive.

Bidders are required to complete tables below:

RENTAL OFFER SUMMARY					
	Extent (m ²)	Rate Per Square Meter	Monthly Rental Offer Excl. VAT	VAT @ 15%	Monthly Rental Offer Incl. VAT
Land Portion (if applicable)					
Building Portion (if applicable)	7650 m ²				
TOTAL MONTHLY RENTAL OFFER					
TOTAL FOR YEAR 1 RENTAL OFFER INCL VAT					
ANNUAL ESCALATION RATE OFFER					
TOTAL RENTAL AMOUNT FOR THE PROPOSED TERM					
CAPEX INVESTMENT AMOUNT					
PROPOSED LEASE TERM					

Rental Year	Monthly Rental (Excl. VAT)	Period (No. of months)	Annual Rental (Excl. VAT)	Annual Rental (Incl. VAT)
Year 1		12		
Year 2		12		
Year 3		12		
Year 4		12		
Year 5		12		
Year 6		12		
Year 7		12		
Year 8		12		
Year 9		12		
Year 10		12		
Year 11		12		
Year 12		12		
Year 13		12		

Year 14		12		
Year 15		12		
Year 16		12		
Year 17		12		
Year 18		12		
Year 19		12		
Year 20		12		
Year 21		12		
Year 22		12		
Year 23		12		
Year 24		12		
Year 25		12		
Year 26		12		
Year 27		12		
Year 28		12		
Year 29		12		
Year 30		12		
Year 31		12		
Year 32		12		
Year 33		12		
Year 34		12		
Year 35		12		
Year 36		12		
Year 37		12		
Year 38		12		
Year 39		12		
Year 40		12		
Year 41		12		
Year 42		12		
Year 43		12		
Year 44		12		
Year 45		12		
Year 46		12		
Year 47		12		
Year 48		12		
Year 49		12		
Year 50		12		
TOTAL OFFER FOR THE TERM PERIOD INCLUDING VAT (TAKEN TO THE FORM OF OFFER)				

Notes to Pricing (Rental Offer):

- a) Bidders must ensure that the annual escalation proposed is included in the overall rental offer submitted.
- b) Where there is a discrepancy between the amount in words and the numerical amount, the amount in words will prevail.
- c) Where there is a discrepancy between the form of offer and the pricing schedule, the form of offer will prevail.
- d) Where there is an arithmetical error on the pricing schedule, the total on the form of offer will prevail.
- e) ECDC will evaluate Bids on a common base.
- f) ECDC reserves the right to consider the verified rental offer calculations in awarding the lease to the Bidder.
- g) Bidders are to note that if the rental offer by the highest scoring bidder is not market-related, ECDC may not award the lease to that Bidder. ECDC may-
 - (i) negotiate a market-related rental with the Bidder scoring the highest points or cancel the RFP;
 - (ii) if that Bidder does not agree to a market-related rental, ECDC may negotiate a market-related rental with the Bidder scoring the second highest points or cancel the RFP;
 - (iii) if the Bidder scoring the second highest points does not agree to a market-related rental, ECDC may negotiate a market-related rental with the Bidder scoring the third highest points or cancel the RFP.
 - (iv) If a market-related rental is not agreed upon with the Bidder scoring the third highest points, ECDC must cancel the RFP.
- h) Rental must be quoted in South African Rand inclusive of VAT.
- i) To facilitate like-for-like comparison bidders must submit rental offers strictly in accordance with this schedule and not utilise a different format. Deviation from this schedule could result in a bid being declared non-responsive.

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:

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:

- 3.7 I have read and I understand the contents of this disclosure;
- 3.8 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.9 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.
- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 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	
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SBD 6.1: Complete in full and sign

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

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

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	90
b) Specific Goals	
• 51% and above black owned enterprise	5
• Eastern Cape Based Supplier	2
• 51 % and above women owned enterprises	2
• 51 % and above youth owned enterprises	1
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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

1.1.1 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

2. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	APPLICABLE POINTS Allocation where the lowest Bidder is above R50 000 000	Number of points claimed (90/10 system) Allocation where the lowest Bidder is above R50 000 000 (To be completed by the tenderer)
a) Price	90	

b) Specific Goals		
• 51% and above black owned enterprise	5	
• Eastern Cape Based Supplier	2	
• 51% women owned enterprises	2	
• 51% youth owned enterprises	1	
Total points for Price and SPECIFIC GOALS	90	

ANNEXURE I: DECLARATION WITH REGARD TO COMPANY/FIRM

2.3 Name of company/firm.....

2.4 Company registration number:

2.5 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]

2.6 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 J: PHOTOGRAPHS



ANNEXURE L: DEEDS OFFICE EXTRACT

Property Report



We simplify the complex



Client: ERA Sun Properties cc
User: Yolandi Gray-Browne
Tracking #: Blueprint_Frop:20231218022317
Report Date: 2023/12/18
Report #: 59401441

Property Details

Property Type:	FREEHOLD	Legal Description:	Erf 140 UMTATA KING SABATA DALINDYENO MUNICIPALITY EASTERN CAPE
Province:	EASTERN CAPE	Municipality:	King Sabata Dalindyebo
Township:	UMTATA	Erf #:	140
Portion #:	0	Street:	Not Available
Suburb:	MTHATHA	Last Sales Price:	Not recorded in Deeds Registry
Street #:	Not Available	Coordinates (Lat Long):	Google Maps: -31.5867, 28.7891 Street View
Last Sales Date:	0	BG Code:	C11000010000014000000
Land Size (Registered):	2742 m ²		
Land Size (Cadastral):	2742 m ²		
Estimate Size Under Roof:	Not Available		

Owner Details

Owner Name	ID / Registration Number	Title Deed No	Share	Marital Status
EASTERN CAPE DEVELOPMENT CORP		T30265/1973		Not Available

Imagery



ANNEXURE M: Draft Lease Term Sheet

(Indicative — subject to ECDC Board approval and final negotiations)

Item	Provision
Lessor	Eastern Cape Development Corporation (ECDC)
Lessee	Successful Bidder / Developer (SPV or corporate entity)
Property	As described in the bid schedule / property catalogue
Use	Specific to approved development proposal (student housing, mixed-use, retail, office, industrial, etc.), subject to zoning and statutory approvals
Lease Type	Triple Net Development Lease (NNN) – lessee responsible for all costs
Lease Term	Up to 50 years (negotiated, based on project type and CAPEX commitment)
Rental Structure	<ul style="list-style-type: none">- Base rental (fixed or escalating) payable from beneficial occupation / commercial operation date.- % turnover rental (if applicable to retail/hospitality).- Rental holidays strictly tied to development milestones.
Escalation	Annual escalation of 6–8% (to be proposed by bidder, subject to negotiation)
Performance Guarantee	Bank Guarantee equivalent to 12 months' rental OR 10% of committed CAPEX, whichever is greater
Security of Tenure	Improvements revert to ECDC at lease expiry/termination without compensation
Development Obligations	<ul style="list-style-type: none">- Milestone schedule binding (approvals, construction start, completion).- Failure = breach and possible termination.
Socio-Economic Commitments	<ul style="list-style-type: none">- Minimum 30% subcontracting to local SMMEs.- Local job creation targets.- BBBEE compliance (Level 4 or better preferred).- Skills transfer programme.
Sustainability Requirements	Integration of renewable energy, water efficiency, waste minimisation, and climate-resilient design.
Insurance	Lessee to maintain public liability, property damage, and construction all-risk insurance.
Maintenance	Lessee responsible for all maintenance and compliance with health, safety, and building codes.
Assignment / Subletting	No transfer or subletting without prior written ECDC consent.

Item	Provision
Monitoring & Reporting	Quarterly construction reports, annual operational reports (jobs, SMMEs, financials, compliance).
Termination	<ul style="list-style-type: none"> - Breach of lease or milestones. - Insolvency or misrepresentation. - Public interest / regulatory non-compliance.
Dispute Resolution	Mediation → Arbitration (AFSA) seated in South Africa.