



CALL FOR BIDS

BID NO: ECDC

BID SUBJECT: **/ELN/373/112022**

APPOINTMENT OF A SERVICE PROVIDER TO ISSUE AND REDEMPTION OF VOUCHERS FOR SUPPLY AND DELIVERY OF CLOTHING AND TEXTILE INPUTS TO APPROVED INFORMAL BUSINESSES FOR OR TAMBO DISTRICT

Issued by:

Eastern Cape Development Corporation

ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London.

Tel: 043 704 5600

Prepared By

Eastern Cape Development Corporation

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Tel: 043 704 5600

BIDDER NAME:

CSD NUMBER:

CLOSING DATE:	12 December 2022
CLOSING TIME:	12h00

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SECTION A: ABBREVIATIONS AND ACRONYMS	
B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed

	requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.

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

Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function 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. Description of the bid content

Eastern Cape Development Corporation (ECDC) wishes, through this bid notice, engage competent, for the Appointment of a service provider to issue and redemption of vouchers for the supply and delivery of Clothing and Textile inputs to approximately **71** approved informal businesses for **OR Tambo District**.

A. Clothing and Textile (The following activities will be considered but a detailed description is provided under the scope of work)

- ✓ Seamstresses
- ✓ Sewers
- ✓ Dressmakers
- ✓ Patternmakers
- ✓ Designers
- ✓ Pattern Calculators
- ✓ Pattern cutters
- ✓ Art Designers
- ✓ Knitters
- ✓ Tannery
- ✓ Fabric manufactures

This bid will be subject to the preferential procurement policy framework Act and the preferential procurement regulations, 2017 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.

2. Eligibility to bid

The bidder must be registered on Central Supplier Database (CSD) in order to be considered.

3. Estimated timeline

Activity		Date	Time
1.	Placing of Advert	29 November 2022	N/A
2.	Compulsory Briefing Meeting	There will be no briefing meeting for any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention S Matyaleni. Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za	
3.	Last day of questions	09 December 2022	12h00 pm
4.	Final date of submission of bids	12 December 2022	12h00 pm
5.	Bid Validity	6 Months	

4. Compulsory Briefing Session

There will be no briefing meeting. For any enquiries relating to this Bid, please email the ECDC procurement department at tenders@ecdc.co.za for attention S Matyaleni and quote the Bid No.

Communication with the Bidders and any clarity, queries of the Bid and answers to the queries will be posted on the website at www.ecdc.co.za and will also be communicated to the bidders via email where the Bidder has indicated to ECDC that they are interested in submitting a bid.

Very Important

Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting this bid stating the following:

- ✓ Bid Number
- ✓ Name of the Bidder
- ✓ Contact Person
- ✓ Contact Details

4.1. Submission of Bid Documents

All bid documents must be placed in sealed envelopes labelled clearly as follows:

Bid Reference Number: **ECDC/ELN/373/112022**

Project Name: **Appointment of a service provider to issue and redemption of vouchers for Supply and delivery of Clothing and Textile Inputs to approved informal businesses OR Tambo District**

Attention: **S MATYALENI**

Delivered at: **ECDC HEAD OFFICE AT ECDC HOUSE,
OCEAN TERRACE PARK, MOORE STREET,
QUIGNEY, EAST LONDON.**

IMPORTANT

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

- a) No alterations of the Bid Document will be allowed.**
- b) No correction fluid will be allowed. Corrections should be initialled.**
- c) Should the submission not be in a sealed envelope ECDC will not be responsible for any loss/misplaced portion of bid document and supporting schedules and annexures.**
- d) One original duly signed (by authorised representative. Delegation of Authority to be attached) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**
- e) No faxed, email, proposal/bid will be accepted. No late submissions will be eligible for consideration by ECDC. The bid box is open on weekdays between 08h00am and 16h30pm.**

4.2. Preferential Procurement

This bid is not subject to the preferential procurement policy framework Act and the preferential procurement regulations, 2017 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.

4.3 Evaluation Criteria

All proposals will be evaluated in 1 stage:

Pre-Qualification	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 1	Involves an evaluation of Functionality only - At this stage Bidders must score a minimum score of 60% for functionality in order to be evaluated for stage 2 (Preferential procurement points).
Stage 2	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. BBBEE: Points for BBBEE will be awarded in accordance with the status level of contribution

Pre-Qualification Stage (Mandatory requirements)

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

Description	Mandatory Requirement for Award	Disqualification if not submitted
1. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database: • 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 <u>Onus on the Service Provider</u> Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided. If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation. <u>Directors/Employees in the Service of State</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should - submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") - submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee ECDC reserves the right to verify such information from their AO/AA <u>JV's and Consortium</u> Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.	Yes	Yes
2 Tax Compliance Requirements: • Bidders must ensure compliance with their tax obligations. • In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified.	Yes	No

3	Letter of Authority A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances ✓ 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 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	Yes	Yes
4	Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	Yes	Yes
5	Annexure B: Contract Form for Rendering Services (Completed and Signed by Delegated Authority. Attach Delegation of authority.	Yes	Yes
6	Annexure C – (SBD 4): Bidders Disclosure (To be Signed and Completed by the Duly Authorised Signatory).	Yes	Yes
7	Annexure D - Statement of Consent to Data Processing (To be Signed and Completed by the Duly Authorised Signatory).	Yes	No (Should be completed before evaluation)
8	Annexure E – (SBD 6.1.): Preferential Points Claim (Signed and Completed).	No	No
9	Attach a copy of original B-BBEE Certificate from an accredited verification agency or a B-BBEE Sworn Affidavit or from a Commissioner of Oath or CIPC B-BBEE Certificate Failure to submit either the original or a certified copy of the original may result in awarding of 0 (zero) points preference points under BBBEE. (A copy of a certified copy will not be accepted.)	No	No
The following will be applicable to Joint Ventures/Consortium			
10	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes

11	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 Letter of Authority authorising individual from each member firm to sign Consortium/Joint Venture Agreement or Letter of Intent to enter into a Consortium / Joint Agreement from each member firm	Yes	Yes
12	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
13	Attach a valid Original or Certified copy of valid Original Consolidated B-BBEE Certificate from an accredited verification agency. Failure to submit either the valid original or a certified copy of the valid original will result in awarding of 0 (zero) points preference points under BBEE. (A copy of a certified copy will not be accepted	No	No

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

1.1.1. Stage 1 – Functionality Evaluation

Involves an evaluation of functionality only – The bidders scoring a minimum of 60% for functionality points will be short listed and will be invited to participate in the next phase of the procurement process i.e. Stage 2 for Preferential Points.

CRITERIA FOR FUNCTIONALITY (100 points)		
Eastern Cape Footprint (20) – (Proof address - Lease agreement, levies/rates account from lessor/telephone accounts/municipal/bank statement/tax clearance/BBBEE Certificates from a verification Agency) NB: Maximum points will be allocated to the bidder with the office in OR Tambo District		20
A	Stores outside Eastern Cape	10
B	Stores in the Eastern Cape	15
C	Stores in the OR Tambo District	20
Company classification (40) –		40
A	Original Product Manufacturer - Submit an industry certification document as a manufacturer	40
B	Officially recognised distributor – Submit a letter / certificate authorizing distribution	30
C	Supplier	20
Experience – Number of years in business		20
A	10 years and above – company registration documents	20
B	6 – 9 years - company registration documents	15
C	2 – 5 years - company registration documents	10
Number of similar projects – Voucher Redemption Programme		20
A	Attach 3 reference letters proving participation in 3 similar projects	20
B	Attach 2 reference letters proving participation in 2 similar projects	15
C	Attach 1 reference letter proving participation in 1 similar project	10
TOTAL		

NOTE

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

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

So = Total score for bid under consideration

Ms = Maximum possible score

Ps = percentage scored for functionality by bid under consideration

1.10. Alteration or withdrawal of Proposals

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

1.11. Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

1.12. Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

1.13. Tax Clearance Certificate requirements

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

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

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

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

1.14. Confidentiality

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

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

1.14.3. 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.

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

1.15. Inventions Patent and Copyrights

1.15.1. 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.

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

1.15.3. 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.

1.16. Ethics

1.16.1. 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/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.

1.16.2. 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 or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.17. Competition

1.17.1. 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.

1.17.2. 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.

1.17.3. 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.

1.17.4. 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.

1.17.5. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

1.17.6. If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

1.17.7. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.18. Cancellation of Bid Process

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

1.19. Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the

bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process.
The ECDC reserves the right to appoint a bidder without conducting interviews.

1.20. Disclaimer

- 1.20.1. 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 proposals.
- 1.20.2. Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.
- 1.20.3. The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session
- 1.20.4. The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.
- 1.20.5. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and
- 1.20.6. The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.21. Contact and Communication

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

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

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	S Matyaleni
Telephone number	043 704 5600
E-mail address	tenders@ecdc.co.za

ETHICS & FRAUD HOTLINE REPORTING CHANNELS

HOTLINE DETAILS

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

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.

SECTION C TERMS OF REFERENCE / BID SPECIFICATIONS
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ABOUT ECDC

Vision

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

Mission

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

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

Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statements and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT).

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

BACKGROUND TO THIS PROJECT ‘

The Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) set aside R 30 000 000,00 (R40 million) to support micro businesses and informal businesses that are based in the townships and rural areas. ECDC appointed ECDC to be an implementing agent for the programme. The fund was a once off to support micro enterprises and informal businesses that have been negatively impacted by covid as part of the Provincial Recovery and reconstruction Plan. The programme is known as Informal Business Support Programme (IBSP) which is aimed at providing financial and non-financial support to micro businesses and informal businesses operating in the EC Province. The target was to support 1000 qualifying informal business with equipment, machinery, tools, and inputs to the value of a once off R 30 000,00 per micro business or informal business.

The support targets four (4) subsectors which are manufacturing, aftermarket automotive sector, clothing & textile as well as services sector. The selection of the four sectors / sub sectors was informed by the size of investment to cover the informal business sector as well as the research that was conducted to determine the prevalent business activities that are found in the townships and rural areas. The secondary aim was to collaborate with DSBD on their Township Rural Entrepreneurship Programme (TREP) which has a wide spectrum of products that talk to a variety of sub sectors. Thus, by design IBSP was to leverage on the policy initiatives driven by national department of small business to support township rural based enterprises focusing on youth, women, people with disability and military veterans.

Due to changes necessitated by various factors, the implementation of the programme will now be phased starting with first R 12 million set aside for the current financial year. As a result of this limited budget, three sectors/subsectors have

been chosen. These are clothing and textile, manufacturing, and welding. The purpose of this bid is to get a service provider that will assist in issuing and redeeming vouchers for the identified beneficiaries in these sectors.

1. Purpose

The purpose of this bid is to secure the services of a competent service provider located within the OR Tambo District to redeem vouchers for goods purchased on behalf of approved informal businesses located in various districts of the Eastern Cape.

2. Scope of Work

- The bidders are expected to provide the goods listed below to **approximately 71 approved beneficiaries** in line with instruction letter/voucher issued by ECDC and issue the items listed on the voucher to the identified beneficiaries who will redeem them by using ECDC vouchers.
- The list of items is as follows:

OR Tambo Textiles

Item No	SPECIFICATION	UNIT	TOTAL QUANTITY
1. FABRIC FOR SEWING			
1.1.	3CATS Seshweshwe	m	617
1.2.	3CATS Seshweshwe Panel	m	532
1.3.	3CATS Seshweshwe - Blue	m	992
1.4.	3CATS Seshweshwe - Brown	m	1438
1.5.	3CATS Seshweshwe - Colours	m	382
1.6.	3CATS Seshweshwe - Maroon	m	45
1.7.	3CATS Seshweshwe - Navy	m	121
1.8.	3CATS Seshweshwe Panel	m	117
1.9.	3CATS Seshweshwe Panel - Blue	m	2298
1.10.	3CATS Seshweshwe Panel - Mixed Colour	m	181
1.11.	3CATS Seshweshwe Panel - Navy	m	675
1.12.	3CATS Seshweshwe Panel - Brown	m	3148
1.13.	3CATS Seshweshwe Panel - Brown and Gold	m	452
1.14.	3CATS Seshweshwe Panel - Yellow	m	80
1.15.	Bark Weave	m	30
1.16.	Basket Weave (Hi-low)	m	30
1.17.	Batting	m	20
1.18.	Calico Bleached	m	20
1.19.	Cashmere	m	143
1.20.	Cassidy /Capri Linen	m	35

1.21.	Cotton Twill	m	150
1.22.	Cubic Crepe - White	m	30
1.23.	Damask Tablecloth	m	5
1.24.	Denim Tradition	m	50
1.25.	Dobby Cripe	m	30
1.26.	Dutches Korean Royal	m	10
1.27.	Flannel	m	15
1.28.	Flannel-Floral Plain	m	110
1.29.	Hair Cloth	m	100
1.30.	Hair Cloth - Uniforms	m	50
1.31.	Ibhayi Stripe	m	10
1.32.	Kwa Nobantu	m	379
1.33.	Kwa Nobantu - Royal	m	41
1.34.	Kwa Nobantu - Brown	m	41
1.35.	Kwa Nobantu - Navy	m	30
1.36.	Milksky	m	60
1.37.	Lace	m	50
1.38.	G Linen	m	10
1.39.	Lining Material	m	130
1.40.	Melton 150cm	m	381
1.41.	Mini Matt - Cowie	m	10
1.42.	Mini Matt 150cm	m	40
1.43.	Mini Matt 150cm - White	m	30
1.44.	Mini Matt 150cm - Royal	m	30
1.45.	NUSOZE Mbaco	m	171
1.46.	NUSOZE Mbaco - Cream	m	307
1.47.	NUSOZE Mbaco - Colours	m	285
1.48.	NUSOZE Mbaco White	m	35
1.49.	Fleece Plain	m	30
1.50.	Polar Fleece (Anti Piling)	m	40
1.51.	Polycotton	m	467
1.52.	Polycotton - White	m	34
1.53.	Polycotton - Navy	m	33
1.54.	Polycotton - Brown	m	33
1.55.	Satin	m	45
1.56.	Schooltex	m	60
1.57.	School Check	m	20
1.58.	Stuff	m	10
1.59.	Stufflex	m	6
1.60.	Taffeta – Quilted	m	40
1.61.	Tartan Checks 32M	m	180

1.62.	Tracksuit Material (Masishwabane - Quantec/Quantex/Taslon)	m	50
1.63.	Tracksuit Material (Masishwabane - Quantec/Quantex/Taslon) - Black	m	70
1.64.	Tracksuit Material (Masishwabane - Quantec/Quantex/Taslon) - Navy	m	45
1.65.	Tracksuit Material (Masishwabane - Quantec/Quantex/Taslon) - Red	m	10
1.66.	Tracksuit Material (Masishwabane - Quantec/Quantex/Taslon) - White	m	20
1.67.	Tracksuit Material (Masishwabane - Quantec/Quantex/Taslon) - Royal Blue	m	20
1.68.	Tracksuit Material (Masishwabane - Quantec/Quantex/Taslon) - Green	m	20
1.69.	Triacetate	m	80
1.70.	Triacetate - Black	m	0
1.71.	Tulle Annah	m	5
1.72.	Unitex	m	50
1.73.	Velvet	m	20
1.74.	Velvet/Spandex 991/845	m	98
1.75.	Velvet Velour	m	27
2. ACCESSORIES			
2.1.	Beads - Glass - 1KG	ea	17
2.2.	Beads - Glass - 500G	ea	15
2.3.	Bead Strung 8/0 Opaque per packet	ea	30
2.4.	Bead Strung 8/0 Assorted Colours per packet	ea	100
2.5.	Bead Cotton 100m	ea	13
2.6.	Bead Cotton White and Black 100m	ea	2
2.7.	Bias Binding per meter	m	3350
2.8.	Bias Binding per roll	Per roll	33
2.9.	Bobbin Case 306 TYP52237	ea	11
2.10.	Bobbing Case 15N/Empisal	ea	5
2.11.	Braiding for Sewing per m	m	500
2.12.	Buttons 045-688		100
2.13.	Button - Jeans	ea	100
2.14.	Button Shell - Small	ea	915
2.15.	Buttons Ethnic - Small	ea	80
2.16.	Button -Fish -Eye 19mm	ea	925
2.17.	Buttons - Shirt	ea	915
2.18.	Buttons Small	ea	775

2.19.	Polyester Thread	Per roll	6
2.20.	Cotton Thread - 5000m	Per roll	319
2.21.	Cotton Thread - 5000m (Black)	Per roll	8
2.22.	Cotton Thread - 5000m (Brown)	Per roll	8
2.23.	Cotton Thread - 5000m (Navy)	Per roll	8
2.24.	Cotton Thread-1000m	Per roll	296
2.25.	Scissors Professional - Dressmaking	ea	1
2.26.	Scissors Professional - Dressmaking 8/9INCH	ea	22
2.27.	Scissors Professional - Dressmaking 10/12INCH	ea	3
2.28.	Elastic Roll for Sewing	Per roll	2
2.29.	Lama Braid per metre	m	2536
2.30.	<u>Ladies Dress Form</u> - 8 Part Adjustable Doll - 12 Adjustable Dials with Markings - Full Shoulders - Nylon Foam Cover for Easy Pinning - Sturdy 4 Leg Stand - Adjusts in 4 Sizes	ea	1
2.31.	Lenti per roll	Per roll	12
2.32.	Needles Round 1515 - 149	ea	24
2.33.	Needles Industrial Machine per packet	pkt	54
2.34.	Sewing Machine Needles per packet	pkt	5
2.35.	Singer Needles	ea	20
2.36.	<u>Needles per packet (Pack of Assorted 12 needles)</u> - Hand sewing needles in a assorted pack are ideal and comes in handy for every day use. -12 general house hold needles that come in various lengths.	pkt	3
2.37.	Needles that correspond with the required machine (1 pkt)	pkt	3
2.38.	Needles for Beading per packet	pkt	2
2.39.	Ribbon/Lace per roll 251	Per roll	70
2.40.	Sewing Machine Oil per 1 LT	LT	8
2.41.	Sewing Machine Oil per 5 LT	ea	2
2.42.	Shoelace Braids per roll	Per roll	63
2.43.	Shoelace Braids per meter	m	1800
2.44.	Straight Pins 20g	ea	3
2.45.	Tape Measure	ea	20
2.46.	Unpicker - Seam Ripper	ea	1
2.47.	Zigzag/Ric rac triming tape for sewing	Per roll	22
2.48.	Zip 20cm	ea	574
2.49.	Zip 35cm	ea	90

2.50.	Zip 50cm	ea	127
2.51.	Zip 55cm	ea	24
2.52.	Zip 75cm	ea	60
2.53.	Zip 45cm open ended	ea	50

Sewing Machines			
	<u>Embroidery Machine (Brother - NV18e embroidery machine) with 5 spare needles</u> Features/Specification - 100 x 100mm embroidery area. - 80 built-in embroidery designs. - 140 Frame pattern combinations. - 10 Embroidery fonts. - Embroidery pattern drag and drop. - Up to 400 stitches per minute. - Easy, automatic needle threading.		1
	<u>Overlock Machine - Heavy Duty Domestic with 5 spare needles</u> Features/Specification - Adjustable press foot pressure - Superior Quality Overlocker With Differential Feed and Free Arm - Differential feed for perfect sewing, eliminates puckering or stretching - Tension release assures accurate thread placement in tension discs - Stitch Functions up to 4 threads - Easy fast looper threading - Colour coded for threading - Snap on presser foot - Thread chain trimmer - Heavy duty cutting system - Easy rolled hems - Flatlock using 2 thread or 3 thread - Gathering - Decorative stitch functions with variety of thread combinations - Free arm for sewing tubular items - Built in accessory storage - Soft PVC machine cover included		11
	<u>Overlock Machine Heavy Duty Serger Domestic with 5 spare needles</u> Features/Specification: - 2-3-4 Stitch Thread Capability - 1,300 Stitches Per Minute - Differential Feed - Smoother Multi-Speed Sewing - Superior Fabric Feed System - 60% Larger Cutting Knife* - Moveable Upper Knife - Heavy Duty Metal Frame - Color Coded Threading System		1
	<u>Overlock Machine Industrial - 4 Thread with 5 spare needles</u> Features/Specification - Machine Has Direct Drive Motor attached to Machine Head and automatic lubrication - With Table & Cotton Stand		1
	<u>Overlock Machine - Industrial - 5 Thread with 5 spare needles</u> Feature/Specification: - Machine Has Direct Drive Motor attached to Machine Head and automatic lubrication - With Table & Cotton Stand		23
	<u>Sewing Machine Dressmaker - 17 Stitch with 5 spare needles</u> Features: - 17 Stitches - 32 Functions - 4 Step Buttonhole - Free Arm - Reverse stitch		2

	<u>Sewing Machine - Domestic - 24 Stitch with 5 spare needles</u> Features/Specification - 24 Stitch - Adjustable stitch length - Double height press foot - Needle position at mid or left - Adjustable dial for thread tension - Feed dog dropping - Shuttle hook system - Removal extension table with storage - Thread chain trimmer - Foldable plastic handle - Free arm for accessories storage - Fast changing press foot - Needle plate with guide lines - Manual lever reverse function - Built-in lamp - Power switch - Built-in CE/UL motor (70W+15W for lamp) - Standard accessories and zipper and blind hem feet included - Foot controller included - Soft PVC machine cover included		18
	<u>Sewing Machine - Domestic - 66 Stiches with 5 spare needles</u> Features/Specification: -66 Stitch Applications for essential sewing needs - Easy 4-Step Buttonhole - Free Arm to sew hems and cuffs with ease - Lightweight and portable with carry handle - 4 Presser Feet to enhance sewing capabilities		2
	<u>Sewing Machine Lockstitch - Industrial 8700 with 5 spare needles</u> Features/Specification - Direct Drive - Includes Motor, Machine Head, Table & Cotton Stand		1
	<u>Sewing Machine Straight Stitch – Domestic with 5 spare needles</u>		2
	<u>Sewing Machine Straight Stitch – Industrial with 5 spare needles</u> Features/Specifications - High Speed (about 5000 Stitch per minute) , - Auto lubricating system, - Low electrical consumption with table motor, - Direct Drive - Cotton stand, head		22
	<u>Sewing Machine Straight Lockstitch – Industrial with 5 spare needles</u> Features/Specification - Low Electrical Consumption - Fully Automatic Lubrication system - Bright LED Working Space - Built-in Bobbin Winder - 7mm Stitch length - Direct Drive		3
	Sewing Machine Zig Zag 20u43 - Industrial with 5 spare needles		13
Appliances			
	Steam Iron - Industrial		6
	Iron - Bottle Steam- Industrial		1
	Ironing Board - Domestic		2
Office Equipment			

	Trestle Table Desk (Working Table) Features: - Stylish and Contemporary Design - Shelving Offering Storage and Display Space - Suitable for Bedrooms, Lofts or Offices - Sturdy, Durable Frame - Easy to Assemble Specifications: - Colour: Oak - Material: MDF with Wood Grain PVC Finish - Assembled Dimensions: 70 L x 140 W x 76 H cm		2
	Sturdy Trestle Table		1
	Thandi Chair Burgundy of Glofurn quality or similar Load Capacity of 120KG		5
	Gazebo 3X3m		2

3. Voucher Service Provider's Mandate

Unless specifically instructed otherwise and in writing when forwarding the original instruction in a particular matter to the voucher service provider, the service provider shall have the following general rights:

- 3.1.1 Accept specific task instruction (Voucher) from ECDC.
- 3.1.2 Honour the voucher by providing goods to the client.
- 3.1.3 Invoice ECDC with confirmation of delivery of goods in the form of a signed delivery note.

4 . DELIVERABLES

- 4.1 Allow the beneficiaries to purchase according to prescribed/specified requirements within the basket of approved goods.
- 4.2 Issue goods to a beneficiary, immediately upon the presentation of a valid voucher by a beneficiary as agreed with the appointed bidder.
- 4.3 Prior to accepting the voucher, the supplier must confirm the identity document of the beneficiary the voucher.
- 4.4 The value of goods issued by suppliers must not exceed the amount as stated on the voucher.
- 4.5 Vouchers must not be redeemed for cash.
- 4.6 Ensure that the voucher presented by a beneficiary is not more than fifteen (15) days old.
- 4.7 The quality of the goods should not be inferior or sub-standard in comparison to that sold to general customers and the prices thereof shall be the same as those normally charged to customers of the service provide.
- 4.8 Pre-packaging of items on behalf of the beneficiary is prohibited.

5 EXCLUSIONS – LIST OF THINGS NOT TO BE REDEEMED ON THIS VOUCHER SYSTEM

The following is the list of the items not permitted to be redeemed using the voucher system

- 5.1.1 Alcohol
- 5.1.2 Tobacco related products
- 5.1.3 Cellular services
- 5.1.4 Cell phones
- 5.1.5 Weaves
- 5.1.6 Beds
- 5.1.7 Magazines and Newspapers
- 5.1.8 Furniture
- 5.1.9 Tools
- 5.1.10 Jewellery and accessories
- 5.1.11 Spare parts for vehicle or bicycle

- 5.1.12 Toys
- 5.1.13 Radio's DVD and CD players
- 5.1.14 Household utensils
- 5.1.15 Curtains/Linen materials
- 5.1.16 Fuel

NB: The exclusions are not limited to the detailed list above; bidders must only provide items mentioned in the scope of work. At no circumstance must vouchers be exchanged for cash. Bidders who are found to be doing that will be dealt with in line with contract management breach of contract guidelines. Where beneficiaries want to redeem material that is not on the list but is within the manufacturing sector, prior approval must be sought to ECDC.

5 Anti-dumping and countervailing duties and rights

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

6 ECDC facilities

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

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

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

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

7 Force majeure

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

8 Responsibility to perform

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

8.2 If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice,

ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

8.6 ECDC may also consider termination of the contract.

9 Duration of the contract

9.1 The project duration is estimated to be completed before the end of March 2023.

9.2 It is anticipated that the appointment will be made during mid-January 2023 and the service provider will be expected to be available and start immediately.

9.3 Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder.

10 Payments and tax

10.1 Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

10.2 ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

10.3 The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

10.4 Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

10.5 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.

10.6 Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;

10.7 A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

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

11. VALUE ADDED TAX (VAT)

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

SECTION D**ANNEXURE A: SUPPLIER INFORMATION**

Legal Name of Bidder :
(Same as CSD)

Trading Name of Bidder:
(Same as CSD)

Registration Number
(Same as CSD)

Physical Address

Postal Address

Contact Person

Title/Position in the Firm

Mobile Number

Bidder Telephone Number

Facsimile Number

Email Address of Contact Person

Email Address of Bidder

VAT Registration Number
(Same as CSD)

Central Supplier Database Number

MAAA

B-BBEE STATUS VERIFICATION

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

Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?

☐ Yes ☐ No
(If Yes enclose Proof)

Are you a foreign based supplier for the Goods/Services/Works Offered?

☐ Yes ☐ No
(If Yes, answer the questionnaire Below)

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the Entity a resident of the Republic of South Africa (RSA)

☐ Yes ☐ No

Does the Entity have a branch in the RSA?

☐ Yes ☐ No

Does the Entity have a permanent establishment in the RSA?	☐ Yes ☐ No
Does the Entity have any source of income in the RSA	☐ Yes ☐ No
If the answer is “No” to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register	
<u>VERY IMPORTANT</u> <u>Directors/Employees in the Service of State</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should - submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- “ The PFMA”) - submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee ECDC reserves the right to verify such information from their AO/AA	

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR QUOTATION AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

(Attach Delegation of Authority)

Annexure B: Form of Offer and Acceptance Offer

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

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

PROJECT: Appointment of a service provider to issue and redemption of vouchers for Supply and delivery of Clothing and Textile Inputs to approved informal businesses OR Tambo District – ECDC/ELN/373/112022

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

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

The offered price should be the total from the Pricing Schedule, is

RATES BASED IN LINE WITH THE COMMODITY LIST MENTIONED ABOVE

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:

Company or close corporation:

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

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

.....
Trading under the name and style of:

.....

SIGNATURE		DATE	
POSITION		NAME OF THE BIDDER	

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

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

1. Purpose of the Form:

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

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

2. Bidder's Declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?	Yes ☐ No ☐
---	--

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

Full Names	
Identity Number	
Name of the State Institution	

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.			
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.			
SIGNATURE		DATE	

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

ANNEXURE D: 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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Annexure E Preference Point Claim in terms of the Preferential Procurement Regulations 2017

SBD 6.1 (See Attached)

Attach a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid or a B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)

Annexure G: General Conditions of Contract