



CALL FOR BIDS

BID NO: ECDC/ELN/242/082020

BID SUBJECT: LEASING OF LAPTOPS TO ECDC FOR A PERIOD OF 36 MONTHS

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:	21 September 2020
CLOSING TIME:	12h00

.....

Head office: EAST LONDON T: (+27) 043 704 5600 • PORT ELIZABETH T: (+27) 041 373 8260 • QUEENSTOWN T: (+27) 045 838 1910
MTHATHA T: (+27) 047 501 2200 • Satellite offices: KING WILLIAM'S TOWN T: (+27) 043 604 8800 • MOUNT AYLIFF T: (+27) 039 254 0584
BUTTERWORTH T: (+27) 047 401 2700 • ALIWAL NORTH T: (+27) 051 633 3007

Board Members: Ms N Siwahla-Madiba (Chairperson) • Mr S Somdyala (Deputy-Chairperson) Mr N Dzulane (CEO) Ms T Buthelezi • Mr M Damane • Mr M Jordan
• Mr A Ncobo • Ms N Pietersen • Adv M Sishuba • Mr S Thobela

www.ecdc.co.za

INDEX		
Nr	DETAILS	PAGE
SECTION A		
A	Abbreviations	3
B	Definitions	3
SECTION B – GENERAL INFORMATION		
1.1	Invitation to Bid	7
1.2	Estimated Timeline	7
1.3	Non-Compulsory Briefing Session	8
1.4	Submission of Bid Documents	8
1.5.	Preferential Procurement	9
1.6.	Evaluation Criteria	9
1.7.	Alteration or Withdrawal of Proposals	17
1.8.	Costs for preparation of Proposals/presentations	17
1.9.	Ownership of Proposals and Presentations	17
1.10	Tax Clearance Certificate Requirements	17
1.11	Confidentiality	17
1.12	Inventions Patent and Copy Rights	18
1.13	Ethics	18
1.14	Competition	18
1.15	Cancellation of Bid Process	19
1.16	Interviews	19
1.17	Contract Award	19
1.18	Supplier Due Diligence	20
1.19	Disclaimer	20
1.20	Contact and Communication	20
SECTION C – TERMS OF REFERENCE		
1.	Vision	22
2.	Mission	22
3.	Legislative Mandate	22
4.	Scope of Services Required	22
5.	Required Capacity, Qualifications, Experience & Track Record	25
6.	Conditions Specific to this Bid	26
SECTION D – REQUIRED DOCUMENTATION		
A	Supplier Information	30
B	Minimum Technical Specification Requirements	32
C	Location	33
D	Profile	34
E	Experience	35
F	Form of Offer	36
G	Pricing	40
H	SBD 4	41
I	SBD 8	44
J	SBD 9	45
K	Preference Point Claim	46

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
CSD	National Treasury Central Supplier Database for South African Government
OEM	Original Equipment Manufacturer
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

	<p>a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</p> <p>any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</p>
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	<p>means:</p> <p>an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis.</p> <p>an employee or public servant of any national or provincial government as defined in terms of Public Services Act.</p> <p>a member who –</p> <p>is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998);</p> <p>is a politician serving in any provincial legislature; or</p> <p>is a politician serving in the National Assembly or the National Council of Provinces;</p> <p>a member of the board of directors of any municipal entity;</p> <p>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.</p>
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;

	<p>the private party receives a benefit for performing the function or by utilising state property, either by way of:</p> <p>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</p>
Qualifying small entity	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
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	<p>Means:</p> <p>any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA</p> <p>any municipality or municipal entity</p> <p>national Assembly or the national Council of Provinces; or parliament</p>
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. Invitation to Bid

Eastern Cape Development Corporation (ECDC) invites competent service providers to submit proposals to provide ECDC with a structured finance lease solution including insurance for the leasing of 50 laptops for a period of 36 months.

Eligibility to bid/Minimum Requirements

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

1.1 Estimated timeline

Activity		Date	Time
1.	Placing of Advert	28 August 2020	N/A
2.	Briefing Session	<p>There will be no briefing meeting. For any enquiries/queries relating to this Bid, the Bidder must email the Procurement Department at tenders@ecdc.co.za for attention S Vanda.</p> <p>Bidders are required to register their intention to Bid to the ECDC Procurement Department at tenders@ecdc.co.za .</p> <p>The register will be used to communicate with the Bidders during the Tender Period.</p> <p>Furthermore, ECDC will post Answers/Clarity/Correspondence to this Bid on the ECDC website at www.ecdc.co.za</p>	
3.	Final date of submission of Bid Proposals	21 September 2020	12h00
4.	Award	October	N/A

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

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

1.2 Compulsory Briefing Session

There will be no briefing meeting. For any enquiries/queries relating to this Bid, the Bidder must email the Procurement Department at tenders@ecdc.co.za for attention S Vanda.

Bidders are required to register their intention to Bid to the ECDC Procurement Department at tenders@ecdc.co.za .

The register will be used to communicate with the Bidders during the Tender Period.

Furthermore, ECDC will post Answers/Clarity/Correspondence to this Bid on the ECDC website at www.ecdc.co.za

1.3 Submission of Bid Documents

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

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

Bid Reference Number: **ECDC/ELN/242/082020**

Project Name: **Leasing of Laptops to ECDC for a Period of Thirty-Six (36) Months**

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

OR

- b) **Submit via email to bidsubmissions@ecdc.co.za** on or before the final date and before the time of submission of bids as indicated above in 1.1

Note: ECDC has an email capacity of receiving documents that are below 20MB. Service Providers are advised to submit their bids in sections (i.e. divide the bids and email in sections).

The bids are to be emailed intime so as not to put undue pressure on the server.

Subject of email: Submission of Bid ECDC/ELN/242/082020

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

No alterations of the Bid Document will be allowed.

One original duly signed (**by authorised representative**)

Where Bid Document is submitted at the Bid Box, the bids document should be firmly bound, submitted with **one (1) soft copy (of the original bid)** inclusive of these terms and conditions of the original bid document are required to be submitted.

No faxed proposal will be accepted. No late submissions will be eligible for consideration by ECDC.

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

1.3.1 Late Bids

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

1.4 Preferential Procurement

This bid is 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.

1.5 Evaluation Criteria

All submitted quotations will be evaluated in the following stages:

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	Functionality Evaluation Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% for functionality (services) before they will be evaluated in terms of preferential procurement points.
Stage 2	Preferential Procurement points: Price and B-BBEE Points will be calculated in accordance with the preference point system, 80/20.
Stage 3	Technical Evaluation A technical evaluation will be conducted to the highest preference points scoring bidder in order to ascertain if the Bidder Complies with all the mandatory technical specifications or equivalent. Bidders that do not comply will not be evaluated further and the second highest will be evaluated etc.

1.5.1 Bid Validity Period

Responses to this tender received from vendors will be valid for a period of 120 days counted from the closing date of the tender

1.5.2 Pre-Qualification Stage (Mandatory Requirements)

Bidders to meet the following Mandatory Requirements in order to be evaluated on stage 1;

Table 1: Mandatory Requirements

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>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:</p> <ul style="list-style-type: none"> • Business Registration (to be active) including details of directorship and membership, • 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 these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u></p> <p>No quotations/bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state or close corporations with members in the service of the state.</p> <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>Yes</p>	<p>Yes</p>

2.	<p>Authorised Laptop Service Centre</p> <p>Service Provider must be an authorised Service Centre for the Brand of Laptop Quoted. Bidder to submit a Service Centre Certificate for the Brand of Laptop Quoted on as proof.</p> <p>OR</p> <p>Service Provider to provide accreditation certificates of the technicians authorised for the maintenance of the Brand of Laptops quoted on.</p> <p>ECDC reserves the right to visit the Service Centre during evaluation or after award for verification of Service Centre.</p>	Yes	Yes
3.	<p>Letter of Authority should be submitted authorising the individual to sign on behalf of the bidder if</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the individual completing the bid document.</p>	Yes	Yes
4.	<p>Annexure A – Supplier Information (SBD 1) Completed and signed by the delegated authority</p>	Yes	Yes
5.	<p>Annexure B– Minimum Technical Requirement (Signed and Completed by delegated authority)</p>	Yes	Yes
6.	<p>Annexure F– Form of offer (Completed and Signed offer by the delegated authority)</p>	Yes	Yes
7.	<p>Annexure G – Pricing schedule (Signed and Completed by delegated authority)</p>	Yes	Yes
8.	<p>Annexure H - (SBD 4): Declaration of interest (bidder); (Signed and Completed by delegated authority)</p>	Yes	Yes
9.	<p>Annexure I – (SBD 8): Declaration of bidders past supply chain management practices; (Signed and Completed by delegated authority)</p>	Yes	Yes
10.	<p>Annexure J – (SBD 9): Certificate of independent Bid determination (Signed and Completed by delegated authority)</p>	Yes	Yes
11.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> • 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, 5 working days will be granted for remedy, failing which the bidder will be disqualified. 	Yes	No

12.	Original and valid B-BBEE Status Level Verification Certificates or certified copies thereof from an accredited verification agency or an original or certified copy of BBEE Affidavit commissioned and signed by a Commissioner of Oath. Failure to submit either the original or a certified copy of the 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
13.	Annexure K: Preference Point Claim in terms of the Preferential Procurement Regulations 2017 (Completed and signed by the Delegated Authority)	No	No

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

Additional Information required:

- **Bidder to submit** an original or Certified copy of original B-BBEE Certificate from an accredited verification agency or an Original or Certified Copy of B-BBEE Sworn Affidavit from a Commissioner of Oath.
- Submit Combined Original or Certified original copy B-BBEE certificate for Consortium/Joint Ventures from an accredited verification agency.

Note: Failure to submit either the original or a certified copy of the original will result in awarding of 0 (zero) points preference points under BBEE. (A copy of a certified copy will not be accepted.)

1.5.3 Stage 1 – Functionality Evaluation Criteria

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).

CRITERIA FOR FUNCTIONALITY (60)	
A. EXPERIENCE OF THE PROJECT TEAM	
<p>Service Provider to provide an organogram (or complete Annexure C) consisting and indicating the following individuals who are accredited to maintain the brand of laptops quoted on.</p> <ul style="list-style-type: none"> • Technical Staff – (Minimum of three technical staff of the project team will not be evaluated) • Account Manager (Account Manager does not need to be accredited to maintain laptops) <p>Experience of the Technical Staff</p> <p><u>Documents to be submitted for Scoring:</u></p> <p>Service Provider to submit organogram with CV’s (or Complete Annexure C) of the individuals with valid accreditation/training certificate for the servicing/maintenance of the Laptops for each member of the technical staff. (Experience of the team will be averaged)</p> <p>ECDC requires a minimum of three (3) accredited technicians (for the laptops quoted on) with a minimum of one (1) year of experience for each technician in servicing/maintenance of laptops. No points will be allocated if the above is not adhered to</p> <ul style="list-style-type: none"> • 9 years team experience = 40 points • 5 years but < 9 years of team experience = 35 points • 3 years but < 5 years of team experience = 30 points • 1year or more but < 3 years of team experience = 10 points • Less than 1 years of team experience = 0 points <p>Experience of the Account Manager</p> <p><u>Documents to be submitted for Scoring:</u></p> <p>Service Provider to submit CV’s (or Complete Annexure C) of the individual allocated to be the Account Manager for this service.</p> <p>Account Manager to have atleast one (1) year experience in supporting leasing of computer equipment or as an Account Manager</p> <ul style="list-style-type: none"> • 9 years team experience = 20 points • 5 years but < 9 years of team experience = 15 points • 3 years but < 5 years of team experience = 10 points • 1year or more but < 3 years of team experience = 5 points <p>The Account Manager to have at least one (1) year experience in supporting Leasing of Computer Equipment or the Team will score zero (0) points</p>	<p>60</p>

B. EXPERIENCE AND TRACK RECORD – Provide reference letters from previous clients	
<p>The bidder must demonstrate relevant experience on Leasing of Laptop/Computer Equipment by providing at least 3 reference letters in providing similar work done.</p> <p>The projects should be supported by a reference letter which must be on client's letter head and should include the company name, contact person, contact details (telephone number and/or email address) stating that the project was satisfactorily completed or the service is being provided satisfactorily.</p> <p>No Appointment letters will be accepted.</p> <p>The following scoring matrix will be used to evaluate this criterion:</p> <ul style="list-style-type: none"> • Less than three (3) reference letters = 0 points • 3 x reference letters and above = 20 points 	20
C. FINANCIAL CAPACITY	
<p>Bidder should have experience in Leasing / Selling of Laptops or Computer Equipment at a total amount of R500 000.00 each project.</p> <p>Documents to be Submitted</p> <p>Signed Reference letter with contactable details from the client indicating that the Bidder provided/leased laptops/computer equipment to the value of R500 000.00</p> <p>Reference letter must be on client's letter head and should include the company name, contact person, contact details (telephone number and/or email address), contract value.</p>	20
Total Points	100

- a) Only bids that have achieved the minimum qualifying score of 70% for functionality will be evaluated further in terms of price (stage 3).
- 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 panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.5.3 Stage 2– Evaluation Criteria (Preference Points)

Preference points for this bid shall be awarded for price and the B-BBEE Status Level of Contribution. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
B-BBEE status level of contribution	20
TOTAL POINTS	100

- a) Points awarded for price based will be based on the 80/20 Preference point systems
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for B-BBEE Status Level of Contributor to obtain the bidder's total points scored out of 100 points.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) The bidder obtaining the highest number of total points will be awarded the contract.
- g) Points scored will be rounded off to the nearest 2 decimal places.

h) Price

- (i) The lowest acceptable bid will score 80 points for price.
- (ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$
- (iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

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

i) B-BBEE Status Level of Contribution

- (i) A maximum of 20 points will be awarded for B-BBEE Status Level of Contribution
- (ii) In terms of Regulation 6(2) the following table must be used to calculate the score out

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (iii) The tenderer/bidder must submit proof of its B-BBEE status level contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates issued by a Verification Agency accredited by SANAS or Certified copies thereof. This excludes EME's and QSE's who must submit sworn affidavit in terms of Codes of good practice. The sworn affidavit must be signed by the EME or QSE's representative and attested by a Commissioner of oaths.
- (iv) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate in order to qualify for points.
- (v) Public entities and tertiary institutions must submit a B-BBEE Status Level Verification Certificate in order to qualify for points.
- (vi) A tenderer/bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will score 0 (zero) points out of 20 for B-BBEE.
- (vii) A tenderer/bidder may not be awarded points for B-BBEE status level contributor if it is indicated in the bid documents that such a tenderer/bidder intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer/ bidder qualifies for, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.

1.5.4 Stage 3 – Technical Compliance Evaluation

At this stage Bidders will be evaluated on the product solution. Bidders should meet all the minimum technical specification requirements as per **Annexure B** Bidders should submit a completed and signed (by Delegated Authority) **Annexure B proving that they meet the minimum specification**

Failure to submit Annexure B and non-compliance of the Service Provider will result on the Service Provider not being evaluated further.

1.6 Alteration or withdrawal of Proposals

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

1.7 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.

1.8 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.

1.9 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, **5 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

1.10 Confidentiality

1.10.1 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

1.10.2 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.

1.10.3 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,

1.10.4 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

1.10.5 ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

- 1.10.6 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.
- 1.10.7 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.

1.11 Inventions Patent and Copyrights

- 1.11.1 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.
- 1.11.2 Provide ECDC the sole and exclusive right to alter and adapt the work.
- 1.11.3 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.

1.12 Ethics

- 1.12.1 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
- 1.12.2 Process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.
- 1.12.3 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
- 1.12.4 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.

1.13 Competition

- 1.13.1 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.
- 1.13.2 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.
- 1.13.3 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.
- 1.13.4 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.
- 1.13.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

- 1.13.6 In this regard bidders are required to complete Annexure F, 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.
- 1.13.7 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.
- 1.13.8 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.

1.14 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.

1.15 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.

1.16 Contract award

- 1.16.1 The successful bidder will be notified of the bid award in writing by the Procurement Department.
- 1.16.2 The acceptance of any proposal 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.
- 1.16.3 As a guideline regarding the content of the service level agreement, the bidder is referred to the general conditions of contract available on the ECDC website.
- 1.16.4 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.
- 1.16.5 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.
- 1.16.6 The ECDC will not entertain any request of feedback before the final awarding of the contract.

1.17 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.

1.18 Disclaimer

- 1.18.1 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.
- 1.18.2 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.
- 1.18.3 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
- 1.18.4 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.
- 1.18.5 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
- 1.18.6 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.

1.19 Contact and Communication

- 1.19.1 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.
- 1.19.2 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.19.3 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	Siyabulela Vanda
E-mail address	svanda@ecdc.co.za

FRAUD HOTLINE

Deloitte Tip-offs

Web address: <https://www.tip-offs.com>

E-mail address as applicable: ecdc@tip-offs.com

Free postal address: Freepost KZN 138, Umhlanga Rocks, 4320

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

SECTIONS C

TERMS OF REFERENCE / BID SPECIFICATIONS

ABOUT ECDC

1. VISION

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

2. 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.

3. 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”.

4. SCOPE OF SERVICES REQUIRED

The Eastern Cape Development Corporation (ECDC) is soliciting proposals from a leasing partner to provide leasing solutions through a master lease program for **50** (Fifty) new Laptops which will be located at our head office in East London and our 4 regional offices in the Eastern Cape.

The intent of this RFP is to identify a single experienced leasing partner that will work collaboratively with our chosen integrated Solutions partner and our individual local banking partners to provide a comprehensive leasing program at competitive rates and with fair, straight-forward terms

It is the intention of the Eastern Cape Development Corporation to enter into a formal Service Level Agreement with the successful Bidder to provide the services more fully described hereunder. These Terms of Reference and the consultant's proposal will form the basis of the service level agreement to be entered into between the parties.

For the purpose of bidding, the equipment listed in the specifications section of this Terms of Reference will be purchased utilizing the outlined lease agreement as a fair market value lease over a 3-year lease period.

The master lease established for this contract shall allow the ECDC to lease additional laptops (hardware inclusive of software) via the master lease which shall establish a new lease schedule of fair market value. The Service Provider must also provide an option of ECDC of leasing to own the laptops .

4.1.1 The scope of Service Provider's involvement will be as follows: -

- a) To Lease and acquire 50(fifty) Laptops for use by the ECDC for a minimum period of 3 years to include Warranty and Insurance costs as per following capacity and features tables:
- b) Listed below are the minimum specifications required for laptops devices to be leased by ECDC. The processors in the proposed devices must have equal or better benchmark scores.
- c) Vendors will specify in proposals the delivery date of their equipment, services and/or products (i.e., how long from time of order to delivery of hardware and/or software

1	Intel® Core™ i5 8365U Processor
2	39.6 cm (15.6") diagonal HD SVA anti-glare WLED-backlit Display
3	Intel® UHD Graphics 620 Graphics
4	8 GB DDR4-2400 SDRAM Memory or Faster
5	500 GB 7200 rpm SATA Hard Drive
6	Intel® Dual Band Wireless-AC 22260 Wi-Fi 6 (2x2) and Bluetooth® 5 Combo, non-vPro™
7	On-board LTE/HSPA with GPS Mobile Broadband (WWAN) Module
8	USB, USB TypeC, HDMI, VGA, and RJ45 Ports
9	Windows 10 Pro 64
10	3 Year Onsite OEM Warranty
11	Laptop Bag
12	Laptop Combination Cable Lock
13	USB Mouse
14	Corporate-Ready IOPT

NOTE: The indicated are minimum specifications and bidders may propose higher specifications within a **10% variation**.

- d) The bidder must provide full and detailed information for the proposed Laptop i.e. full specifications, brand, model etc.

It is a condition of the award that the Bidder has an accredited local technical staff residency at East London and each site outside the 200km radius of East London (i.e. Port Elizabeth and Mthatha) (to maintain quoted laptops).

Proof of Accredited Local Technicians will be required by ECDC within 14 days after the conditional award. Where the service provider cannot provide a local technician to service the area as required above , their bid will be cancelled and the second bidder will be awarded the tender etc.

4.1.2 Transportation Cost - Transportation of Laptop devices is at bidders own cost and liability

4.1.3 Authorised Service Provider - Bidders should be authorised service providers for the brand they tender for and must provide proof thereof

4.1.4 Demonstration - Provide fully functional Demonstration of proposed devices as per ECDC request.

4.2 Maintenance and Support

- 4.2.1 The bidder will be required to enter into a Service Level Agreement (SLA) which will cover the following:
- 4.2.2 Period – Fixed Monthly Rental for 3 Year Period inclusive of Warranty and Insurance costs.
- 4.2.3 The bidder will provide on-site comprehensive warranty for 3 years (inclusive of labour and all spares) on an 8 hours X 5 working days basis. The bidder shall ensure that a resident technician is available to provide preventative and operational maintenance on the supplied Laptops
- 4.2.4 In case the faulty part/unit cannot be repaired within 24 hours (1 day) by the resident engineer, the bidder will provide a serviceable part/unit (replacement) to the ECDC till the time faulty part is repaired and put back into service by the bidder failing which 'downtime' accrual would start for imposition of penalty as per the below clause. The bidder will also be responsible to provide a replacement Laptop for a mission critical device as identified by ECDC.
- 4.2.5 The bidder will ensure that the defective Laptop is replaced / repaired on-site or at their service location
- 4.2.6 Replacement of the spares: If any component/part/unit needs replacement, the same would be replaced with the current available product from the OEM. However, if that product gets obsolete or unavailable in the market, service provider should supply alternate product of same or higher compatible configuration of same make.

Penalty during 3-year warranty period

Any delay in repairing the laptop beyond the SLA terms, the bidder shall attract penalty by way of extension of warranty as explained through the following example: Say a Laptop suffers a total downtime of 24 hours (1 day) within 1 months' time; rental will be reduced by the full downtime period for the laptop as follows:

If in a 20-working day month the Rental Fee is R1000, which is $R1000/20 = R50$ per day; the penalty is for downtime = $R50 * 1 \text{ day} = R50$

4.3 Leasing and Other Costs

- 4.3.1 Provide your lease rates for the equipment for, 36 month terms
- 4.3.2 Provide Fixed Service Costs with no Escalation for Three (3) years if any.
- 4.3.3 Period – Fixed Monthly Rental for 3 Year Period inclusive of Warranty and Insurance costs.
- 4.3.4 Provide early termination options
- 4.3.5 List all administrative fees or other up-front or end-of-lease fees
- 4.3.6 Describe how lease extensions are addressed
- 4.3.7 Describe your end of lease administrative processes
- 4.3.8 Provide your packing and shipping requirements and whether peripheral items are required to be returned
- 4.3.9 List all returns locations and whether they are company-owned facilities.
- 4.3.10 Describe any end of lease services that will be subcontracted or outsourced.

- 4.3.11 Describe your procedures and cost (if any) of protection for data remaining on hard drives and whether this service is subcontracted or outsourced.

4.4 End of Lease Options (Fair Market Value)

The following end of lease options must be provided by the vendor:

- 4.4.1 ECDC can exercise the option to purchase the products for its then fair market value
- 4.4.2 Return all products to the lessor
- 4.4.3 Renew the lease on a fair market value basis

4.5 Incidental services

- 4.5.1 The bidder may be required to provide any or all of the following services, including additional services, if any, specified in section C:
- 4.5.2 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 4.5.3 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 4.5.4 Furnishing of a detailed operations and maintenance manual for the supplied goods;
- 4.5.5 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the bidder of any warranty obligations under this contract; and;
- 4.5.6 Prices charged by the bidder for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the bidder for similar services.

5. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

- a) The bidder must demonstrate that they have human resources that have the relevant experience to maintain/service laptops with accreditation, in-depth knowledge and expertise;
- ✓ Technical staff shall be available for the full duration and to possess accreditation to maintain laptops/computer equipment. Technical Staff to have individual minimum of 1year of experience servicing/maintaining laptops.
- b) The bidder must demonstrate that they have the have a track record in the similar projects. Service provider to provide three (3) reference letters as proof of similar projects executed.
- c) The Service Provider should have financial capacity in providing at least R500k value of project.;

CONDITIONS SPECIFIC TO THIS BID**1. Responsibilities and duties**

- 1.1. 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.
- 1.2. The service provider shall at all times 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.
- 1.3. 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

- 2.1. 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.
- 2.2. 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)

- 3.1. 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.
- 3.2. 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.
- 3.3. 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:
- 3.4. 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
- 3.5. 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.
- 3.6. 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

- 4.1. 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.

5. ECDC facilities

- 5.1. 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.
- 5.2. 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:
- 5.3. Abide by the health, safety and security measures as prescribed by ECDC from time to time;
- 5.4. 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.

6. Force majeure

- 6.1. 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.

7. Warranties

- 7.1. Leasing of the laptops shall be for a period of 36 months
- 7.2. The bidder warrants that the services supplied under the contract incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that all designs etc, supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by ECDC's specifications) or from any act or omission of the bidder, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 7.3. This warranty shall remain valid for Thirty Six (36) months after the services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 7.4. ECDC shall promptly notify the bidder in writing of any claims arising under this warranty.
- 7.5. Upon receipt of such notice, the bidder shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to ECDC.
- 7.6. If the bidder, having been notified, fails to remedy the defect(s) within the period specified above, ECDC may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which ECDC may have against the bidder under the contract.

8. Spare parts

- 8.1. 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:
- 8.2. 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
- 8.3. In the event of termination of production of the spare parts:

- 8.3.1. Advance notification to ECDC of the pending termination, in sufficient time to permit ECDC to procure needed requirements; and
- 8.3.2. Following such termination, furnishing at no cost to ECDC, the blueprints, drawings, and specifications of the spare parts, if requested.

9. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Service provider will be responsible for the insurance of the product and their employees until the commissioning of the final product.

10. Responsibility to perform

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. ECDC may also consider termination of the contract.

11. Service Level Agreement

A service level agreement of the offered solutions and products shall be concluded between ECDC and the service provider. Draft Service Level Agreement to be submitted with the bid.

The service level agreement should also include the following:

- The on-site hosted services and technical support
- Parts and labour for entire items, software upgrades and accessories
- Penalties will apply on non-performance as part of the SLA:

Penalty during 3-year warranty period

- Any delay in repairing the Laptop beyond above SLA terms shall attract penalty by way of extension of warranty as explained through the following example: Say a Laptop Unit suffers a total downtime of 24 hours (1 day) within 1 months' time; rental will be reduced by the full downtime period for the Laptop as follows:

If in a 20-working day month the Rental Fee is R1000, which is $R1000/20 = R50$ per day; the penalty is for downtime = $R50 * 1 \text{ day} = R50$

12. Duration of the contract

- 12.1. It is anticipated that the appointment will be made during **October 2020** and the service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed.
- 12.2. 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.

13. Payments and tax

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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;
- 13.7. 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.
- 13.8. 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

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-BBBEE Status Verification from Accredited Service Provider or B-BBBEE 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the Entity a resident of the Republic of South Africa (RSA)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Entity have any source of income in the RSA	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>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</p>		
<p><u>VERY IMPORTANT</u></p> <p>NO QUOTATIONS/BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.</p>		

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR QUOTATION/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 – MINIMUM TECHNICAL SPECIFICATION REQUIREMENT**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

Bidders should meet all the minimum technical specification requirements as per table below. Bidder should declare by indicating on the table below if their product complies or does not comply with the minimum technical specification

Failure to complete and sign this Annexure and non-compliance of the Service Provider will result on the Service Providers not being evaluated for Stage 3 (Preference Points)

The Laptops must have the following features:

Item Number	Minimum Requirements	Service Provider to State whether they comply or do not comply
a)	<ul style="list-style-type: none"> Intel® Core™ i5 8365U Processor 	
b)	<ul style="list-style-type: none"> 39.6 cm (15.6") diagonal HD SVA anti-glare WLED-backlit Display 	
c)	<ul style="list-style-type: none"> Intel® UHD Graphics 620 Graphics 	
d)	<ul style="list-style-type: none"> 8 GB DDR4-2400 SDRAM Memory 	
e)	<ul style="list-style-type: none"> 500 GB 7200 rpm SATA Hard Drive 	
f)	<ul style="list-style-type: none"> Intel® Dual Band Wireless-AC 22260 Wi-Fi 6 (2x2) and Bluetooth® 5 Combo, non-vPro™ 	
g)	<ul style="list-style-type: none"> Onboard LTE/HSPA with GPS Mobile Broadband (WWAN) Module 	
h)	<ul style="list-style-type: none"> USB, USB TypeC, HDMI, VGA, and RJ45 Ports 	
i)	<ul style="list-style-type: none"> Windows 10 Pro 64 	
j)	<ul style="list-style-type: none"> 3 Year Onsite Warranty 	
k)	<ul style="list-style-type: none"> Laptop Bag 	
l)	<ul style="list-style-type: none"> Laptop Combination Cable Lock 	
m)	<ul style="list-style-type: none"> USB Mouse 	

SIGNATURE of the DELEGATED AUTHORITY		DATE	
---	--	-------------	--

Annexure C: Location				
1	Where is the Bidder's main office?			
	Technician Responsible	Name and Surname	Address of the Technician	Are the Training/Accreditation Certificates Attached?
	East London			
	Butterworth			
	Queenstown			
	Mthatha			
	Port Elizabeth			

ECDC requires a local technical staff residency at East London and each site outside the 200km radius of East London (i.e. Port Elizabeth and Mthatha etc).

Provide address of at least 1 Technician per area (Area = East London, Port Elizabeth, Mthatha) in a CV or Annexure C, training certificates for each technician must be submitted.

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. SHOULD THE INFORMATION PROVE TO BE FALSE ECDC MAY REPORT TO THE RELEVANT BODIES/DEPARTMENT FOR FRAUD

SIGNATURE of the DELEGATED AUTHORITY		DATE	
---	--	-------------	--

Annexure D: Profile

1	How many full-time staff will be involved in this project?			
2	Provide the names of the full-time staff members and indicate the portfolios for which they are responsible.			
	Name of staff member	Designation	Accreditation to maintain/service laptop/computer equipment (Indicate Yes/No) Attach Certificate	Years of Experience in servicing/maintaining laptops/computer Attach CV Account Manager: Please indicate the number of years of experience Managing Account
		Account Manager		
		Technical Staff		
		Technical Staff		
		Technical Staff		

3. Comments:

Annexure E: Experience

1	Provide details of the Company's experience in working on similar projects (maximum of 1). Attach Reference Letter			
	Projects Completed	Date Completed	Approximate Cost	Contactable References
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
				Name: Surname: Email Phone Number
2	Comments:			

Annexure F: Form of Offer and Acceptance Offer

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

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

PROJECT: LEASING OF LAPTOPS TO ECDC FOR A PERIOD OF 36 MONTHS

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 Tables 1.1 of the Pricing Schedule, 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.

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 letter of authority, signed by all the directors/
members/ partners of the legal entity must accompany
this offer, authorizing the representative to make this
offer.

SIGNED BY 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

.....

ACCEPTANCE:

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

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

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

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

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

Signed for the ECDC:

Name of representative	Signature	Date

Witnessed by:

Name of witness	Signature	Date

Annexure G: Pricing Schedule

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

1. Bidders are required to expressly cover their proposed fee/price and disbursement structure based on the activities they propose undertaking to provide the services requested in this call for proposals.
2. The ECDC reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.
3. The Bid Fees/Prices must remain valid for a period of 120 days from date of closure of bid.
4. ECDC reserves the right to request the Bidder's latest audited financial statements in order to ascertain financial stability of the Bidder prior to award of the bid. Failure by the Bidder to provide the latest audited financial statements may invalidate the bid.

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

COSTING MODEL

1.1 Fixed Monthly Lease costs

<i>Qty</i>	<i>Proposed Brand/Make</i>	<i>Monthly Rental of 50 Laptops (Vat Excl)</i>	<i>Annual Lease of 50 Laptops</i>
50			
Lease Fees Year 1 (Vat Excl)			
Lease Fees Year 2 (Vat/Excl)			
Lease Fees Year 3 (Vat/Excl)			
TOTAL RENTAL FEES FOR THREE YEARS (EXCL VAT)			
VAT 15%			
TOTAL RENTAL FEES FOR 3 YEARS (INCL VAT) TO BE TAKEN TO FORM OF OFFER			
BUY BACK OPTION PER LAPTOP AT END OF LEASE PERIOD (incl. vat) Refer Section C 4.4			
MONTHLY RENTAL OF EACH LAPTOP			
ANNUAL RENTAL OF EACH LAPTOP			

NOTE: The Monthly Lease fees must include all necessary cost including standard warranty, consumables, maintenance and servicing of equipment and anything covered on paragraph 4.3 above

SIGNATURE OF AUTHORISED PERSON OF BIDDER (Submit Letter of Authority with the Bid)		DATE	
---	--	-------------	--

Annexure H: Declaration of interest

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

1. Any legal person including persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal).

In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons employed by the state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

NO QUOTATIONS/BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1. Full Name of Bidder:

2.2 Name of the Bidder's representative:

2.3 Identity Number:

2.4 Position occupied in the Company (director, shareholder etc):

2.5 Company Registration Number:

2.6 Tax Reference Number:

2.7 VAT Registration Number:

2.7.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“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.

2.8. Are you or any person connected with the bidder presently employed by the state?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

2.8.1. If yes furnish the following details:	
<ul style="list-style-type: none">Name of person / director / trustee / shareholder/ member:	
<ul style="list-style-type: none">Name of state institution at which you or the person is connected to the bidder is employed :	
<ul style="list-style-type: none">Position occupied in the said institution:	

Any other particulars:

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

- If so, furnish particulars:

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

- If so, furnish particulars:

2.11. Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

- If so, furnish particulars:

2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

- If so, furnish particulars

Annexure I – (SBD 8): Declaration of bidders past supply chain management practices

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

This declaration will be used to ensure that when goods and services are being procured, all reasonable steps were taken to combat the

Abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-abused ECDC's supply chain management system;

committed fraud or any other improper conduct in relation to such system; or

failed to perform on any previous contract.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

Have you (bidder and directors) been listed on the National Treasury's Database of Restricted Bidders as companies or persons prohibited from doing business with the public sector?

Yes No

If so, furnish particulars:

Have you (bidder or any of directors) been listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

Yes No

If so, furnish particulars:

Have you (bidder or any of the directors) convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

Yes No

If so, furnish particulars:

Was any contract between you (the bidder) and any organ of state including ECDC terminated during the past five years on account of failure to perform on or comply with the contract?

Yes No

If so, furnish particulars:

I /we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the information provided above is true and correct and that I / we acknowledge that ECDC may, in addition to any other remedy it may have –

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; forward the matter for criminal prosecution

SIGNATURE of the DELEGATED AUTHORITY

DATE

Annexure J – (SBD 9): Certificate of independent Bid determination

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging¹). Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

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

I have read and I understand the contents of this Certificate;

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

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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 consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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.

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.

**SIGNATURE of the
DELEGATED AUTHORITY**

DATE

SBD 6.1 (Attached)

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, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. ECDC reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: _____ =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--