



# CALL FOR BIDS

BID NO: ECDC/ELN/241/082020

BID SUBJECT: **PROFESSIONAL SERVICE PROVIDERS FOR ZANYOKHWE CENTRAL AGRICULTURAL CO-OPERATION IN KEISKAMMAHOEK**

Consisting Of:

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

Issued by:

Prepared By

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**BIDDER'S NAME:** .....

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

<b>CLOSING DATE:</b>	<b>21 September 2020</b>
<b>CLOSING TIME:</b>	<b>12h00</b>

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<b>SECTION A: ABBREVIATIONS AND ACRONYMS</b>	
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	Central Supplier Database for Government
ECSA	Engineering Council of South Africa
SACQSP	South African Council For The Quantity Surveying Profession
SAGC	South African Geomatics Council
<b>B: DEFINITIONS</b>	
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 Proposals 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)
Exempt Micro Enterprise (EME)	Means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act.
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	The written Agreement entered into between the service provider and ECDC, as recorded in the contract form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
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 exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act.

Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.

Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid” above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

## SECTION B

### 1. General information

#### 1.1. Invitation

Eastern Cape Development Corporation (ECDC) wishes to engage with competent **Professional Service Providers** to form a consortium/joint venture (JV) ( if applicable) and submit proposals to provide professional services from inception to close out for the **repairs, refurbishment, additions and construction of Hydroponics Tunnels to Zanyokhwe Central Agricultural Co-op in Keiskammahoek.**

A detailed scope of works is on Section C of the bid document.

#### 1.2 Eligibility To Bid

The professional service providers are expected to be a consortium ( if not providing all the services in-house) that consist of professionals who are professionally registered with the following councils:

1. **South African Council for the Architectural Profession (SACAP)** for the provision of Architectural services.
2. **South African Council for the Quantity Surveying Profession (SACQSP)** for the provision of Quantity Surveying services.
3. **Engineering Council of South Africa (ECSA)** for the provision of Civil & Structural Engineering services, Mechanical Engineering services and Electrical Engineering services.

**Note:**

**The successful Service Provider will be required as a condition of contract to subcontract to a Level 1 - EME or a Level 1 - QSE for the following services:**

- **South African Council for Project Managers Profession (SACPMP)** for the provision of Health and Safety , and
- **Social Facilitator.**

#### 1.3 Estimated Timeline

Activity		Date	Time
1.	Placing of Advert	28 August 2020	N/A
2.	Briefing Session	There will be no briefing meeting. For any enquiries/queries relating to this Bid, the Bidder must email the Procurement Department at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> for attention S Vanda. <b>Bidders are required to register their intention to Bid to the ECDC Procurement Department at <a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> .</b> <b>The register will be used to communicate with the Bidders during the Tender Period.</b>  Furthermore, ECDC will post Answers/Clarity/Correspondence to this Bid on the ECDC website at <a href="http://www.ecdc.co.za">www.ecdc.co.za</a>	
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.

#### 1.4 Compulsory Briefing

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](mailto: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](mailto: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](http://www.ecdc.co.za)

#### 1.5 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/Quotation Reference Number: **ECDC/ELN/241/082020**

Project Name: **PROFESSIONAL SERVICES FOR THE REPAIRS,  
REFURBISHMENTS AND ADDITIONS TO ZANYOKHWE  
CENTRAL AGRICULTURAL CO-OP IN KEISKAMMAHOEK**

Attention: **S VANDA**

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](mailto:bidsubmissions@ecdc.co.za) on or before the final date and time of submission of bids as indicated above .**

**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/241/082020,**

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**) bid document is to be submitted

- 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/bid will be accepted. No late submissions will be eligible for consideration by ECDC.

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

## 1.6 Preferential Procurement

This quotation 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.

## 1.7 Evaluation Criteria

All submitted Proposals will be evaluated in the following 2 stages:

<b>Pre-Qualification</b>	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.
<b>Stage 1</b>	<b>Functionality:</b> Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).
<b>Stage 2</b>	<b>Preferential Procurement points:</b> <b>Price and B-BBEE Points</b> will be calculated in accordance with the preference point system, 80/20.

**1.7.1 Pre-Qualification Stage (Mandatory Requirements)**

**Bidders to meet the following Mandatory Requirements in order to be evaluated;**

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>1. <b>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</b> The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> <li>• Business Registration including details of directorship and membership,</li> <li>• ID Number,</li> <li>• Government Employee</li> <li>• Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified</li> </ul> <p><b><u>Onus on the Service Provider</u></b></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. <b>It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</b></p> <p>If Service Provider is not registered on CSD they will not be considered for evaluation.</p> <p><b><u>Directors in the Service of State</u></b></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><b><u>JV's and Consortium</u></b></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	<p>Yes</p>	<p>Yes</p>

2.	<p><b>Tax Compliance Requirements:</b></p> <ul style="list-style-type: none"> <li>Bidders must ensure compliance with their tax obligations.</li> <li>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</li> </ul> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>5 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</p>	Yes	No
3.	<p><b>Professional Registration of Key Personnel</b></p> <p>Bidders to consist of the following professionals who are duly registered Professionals with the relevant professional statutory bodies or councils for the provision of the following:</p> <p>a) <b>Professional Quantity Surveying,</b></p> <p>b) <b>Professional Architectural,</b></p> <p>c) <b>Professional Engineering Technologist or higher for the following</b></p> <p>    i) <b>Civil &amp;Structural Engineering,</b></p> <p>    ii) <b>Electrical Engineering</b></p> <p>    iii) <b>Mechanical Engineering services,</b></p> <p><b>The Bidder is to be led by a registered professional within the relevant field and appropriate proof is to be provided</b></p> <p><b>Documents to be provided</b></p> <p>Submit a list of the allocated minimum required duly registered professionals with their Professional Registration Certificates or Registration Numbers ( Completing Annexure C)</p> <p><b>Note:</b> ECDC reserves the right to verify the validity of the registrations during bid evaluation and anytime during the validity period of the bid. If ECDC finds that the professional registration is invalid or not in good standing the Service Provider will be disqualified for evaluation.</p> <p><b>Should the Service Provider's professional registration be not valid, ECDC will disqualify the bid.</b></p>	Yes	Yes
4.	<p><b>Annexure F - Form of Offer and Acceptance Offer; (Completed and signed by Delegated Authority)</b></p>	Yes	Yes
5.	<p><b>Annexure G – Pricing Schedule for Professional Services completed in Permanent Ink; (Completed and signed by Delegated Authority)</b></p>	Yes	Yes
6.	<p><b>Annexure H - (SBD 4) : Declaration of interest (bidder); (Completed and signed by Delegated Authority)</b></p>	Yes	Yes

7.	<b>Annexure I– (SBD 8): Declaration of bidders past supply chain management practices; (Completed and signed by Delegated Authority)</b>	Yes	Yes
8.	<b>Annexure J – (SBD 9): Certificate of independent Bid determination (Completed and signed by Delegated Authority)</b>	Yes	Yes
9.	<b>Attach</b> 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. <b>Failure to submit either the original or a certified copy of the original will result in awarding of 0 (zero) points preference points under BBBEE. (A copy of a certified copy will not be accepted</b>	No	No
10	<b>Preference Point Claim in terms of the Preferential Procurement Regulations 2017 (Completed and Signed)</b>	No	No
11.	<b>Duly signed Letter of Authority should be submitted authorising the individual to sign</b> on behalf of the bidder if  a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. <b>OR</b>  b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and the they are not the one completing the bid document.	Yes	Yes
12.	Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm for this Bid, (if applicable).	Yes	Yes
13.	Letter of Authority of Signatory from each member firm and signed by all directors of each member firm, where bidder is in the form of a JV / Consortium; (If Applicable)	Yes	Yes
14.	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized, If Applicable.	Yes	Yes
15	Register of Service Provider their intention to Bid	No	No

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

**1.7.2 Stage 1 – Functionality Evaluation Criteria**

<b>STAGE 1- CRITERIA FOR FUNCTIONALITY (100 points)</b>		
<b>CAPACITY</b>		
<b>HUMAN RESOURCES</b>		
<b>EXPERIENCE AND TRACK RECORD OF KEY PERSONNEL</b>		
<p><b>Documents to be Submitted</b></p> <ul style="list-style-type: none"> <li>Detailed break-down of the team or Completion of Annexure C <b>and</b></li> <li>CV's of the individual team members of the Key Personnel listed below clearly defining their responsibilities in this project and the number of years' of experience required</li> <li>Valid Copies of Professional Registration to the relevant body /council or Professional Registration Number</li> </ul>		
a)	<p><b>Experience will be counted post professional registration</b></p> <p><b>Architect</b></p> <ul style="list-style-type: none"> <li>10 and more years of experience in the field =10 Points,</li> <li>5 to 10 years of experience in the field = 8 Points,</li> <li>1 to 4 years of experience in the field = 5 point</li> <li>Less than one (1) year of experience in the field = 0 points</li> </ul> <p><b>Quantity Surveyor</b></p> <ul style="list-style-type: none"> <li>10 and more years of experience in the field =10 Points,</li> <li>5 to 10 years of experience in the field = 8 Points,</li> <li>1 to 4 years of experience in the field = 5 point</li> <li>Less than one (1) year of experience in the field = 0 points</li> </ul> <p><b>Civil &amp; Structural Engineer (Allocated Professional Person to have at a minimum 5 years' experience in Structural Engineering in order to score points)</b></p> <ul style="list-style-type: none"> <li>10 and more years of experience in the field =10 Points,</li> <li>5 to 10 years of experience in the field = 8 Points,</li> <li>Less than five years of experience in structural engineering and the field = 0 points</li> </ul> <p><b>Electrical in building works/infrastructure</b></p> <ul style="list-style-type: none"> <li>10 and more years of experience in the field =10 Points,</li> <li>5 to 10 years of experience in the field = 8 Points,</li> <li>1 to 4 years of experience in the field = 5 point</li> <li>Less than one (1) year of experience in the field = 0 points</li> </ul> <p><b>Mechanical Engineering</b></p> <ul style="list-style-type: none"> <li>10 and more years of experience in the field =10 Points,</li> <li>5 to 10 years of experience in the field = 8Points,</li> <li>1 to 4 years of experience in the field = 5 point</li> <li>Less than one (1) year of experience in the field = 0 points</li> </ul>	<b>50</b>

<b>COMPANY LOCATION AND EXPERIENCE</b>		
a)	<p><b>Locality</b> of the bidder's main office/branch to the project location. The physical address of the office /office branch of the Bidder or one of the Consortium Members:  in Buffalo City Municipality = 10 points  within Eastern Cape not in BCM = 5 points  If all the Consortium Members are Outside Eastern Cape = 1 Point</p> <p><b>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, Bank Statement, submitted by the bidder.</b></p>	<b>10</b>
b)	<p><b>Company Experience:</b></p> <ul style="list-style-type: none"> <li>List of completed similar projects undertaken with reference to type of project (submit reference letter for each similar project completed up to a maximum of 5 reference letters).</li> <li>Failure to submit the list of projects with reference letters will result in non-allocation of points.</li> </ul> <p>Reference letter should indicate the following</p> <ul style="list-style-type: none"> <li>Signature of the client</li> <li>Client's Letter head or Client Stamp</li> <li>Company name, contact person, contact details (telephone number and email address)</li> <li>Works carried out</li> <li>Works have been completed satisfactorily</li> </ul> <p><b>Note: In order to be scored, each member of consortium to have completed satisfactorily at least three building projects</b></p>	<b>20</b>
i	More than 5 (five) similar projects with respective reference letters	<b>20</b>
ii	5(five) similar projects with respective reference letters	<b>15</b>
iii	4 (four) similar projects with respective reference letters	<b>10</b>
iv	3 (three) similar projects with respective reference	<b>5</b>
v	Less than three (3) similar projects with respective reference letters	<b>0</b>
<b>Total Points</b>		<b>80</b>

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

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

Ps = percentage scored for functionality by bid under consideration

So = Total score for bid under consideration

Ms = Maximum possible score

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.

### 1.7.1 Stage 2 – Preference Procurement Point - Evaluation Criteria

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
<b>TOTAL POINTS</b>	<b>100</b>

- 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.
- (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 Proposals) all applicable taxes included.	<ul style="list-style-type: none"> <li>• Equal and above R30 000 to R50 million, inclusive of all applicable taxes.</li> <li>Below R30 000 if and when considered to be appropriate</li> </ul>

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</p> <p>Pt = Comparative price of bid / offer under consideration</p> <p>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) Certificates issued by IRBA and Accounting Officers have been discontinued ; however valid certificates already issued prior 1 January 2017 will be accepted.
- (vii) 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
- (viii) 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.

**1.8 Alteration or withdrawal of Proposals**

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

**1.9 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 Proposals will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

#### **1.10 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.

#### **1.11 Tax Clearance Certificate requirement**

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

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

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

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

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

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

#### **1.12 Confidentiality**

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

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

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

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

#### **1.13 Inventions Patent and Copy-Rights**

- 1.13.1 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.

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

1.13.3 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.

#### **1.14 Ethics**

1.14.1 Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

1.14.2 The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

#### **1.15 Competition**

1.15.1 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.

1.15.2 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.

1.15.3 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.

1.15.4 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.

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

1.15.6 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.

1.15.7 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.

1.15.8 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.

#### **1.16 Cancellation of Bid Process**

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Proposals 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.

### **1.17 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.

### **1.18 Signing of documentation**

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

### **1.19 Contract award**

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

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.

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 web-site.

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

### **1.20 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

### **1.21 Disclaimer**

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.

The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session

The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and

The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 1.22 Contact and Communication

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

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

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	Siyabulela Vanda
Telephone number	043 704 5600
E-mail address	<a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a>

## FRAUD HOTLINE

### Deloitte Tip-offs

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

E-mail address as applicable: [ecdc@tip-offs.com](mailto:ecdc@tip-offs.com)

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

Free fax number: 0800 007 788

Toll free number: 0800 116 655

International toll free number: +2731 571 8913

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## SECTIONS C

### TERMS OF REFERENCE / BID SPECIFICATIONS

#### 1. ABOUT ECDC

##### Vision

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

##### Mission

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

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

##### Your Growth is our satisfaction

##### 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 statement 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”.

#### 2. Scope of Services Required

Eastern Cape Development Corporation (ECDC) wishes to engage with competent **Professional Service Providers** to submit Proposals for the repairs, refurbishment and additions to ZANYOKHWE CENTRAL AGRICULTURAL CO-ORP in Keiskammahoek.

The required works is repairs and maintenance to existing building structures including electrical upgrade, upgrade of storm water drainage system and water reticulation. Repairs, maintenance and/or upgrading of existing machinery, sawmill and equipment and cold room stores.

Main categories of scope of works

- Existing buildings; (including the Construction of Ablution Facilities, storeroom and
- Provision of services
- Design and Construction of hydroponic tunnels.
- Fencing and road works

The scope of services required includes the following:

- Full Architectural Services,
- Full Quantity Surveying Services
- Full Civil and Structural Engineering Services,
- Full Electrical and Mechanical Engineering Services,
- Health and Safety Services;
- Social Facilitation Services;

This should be achieved through:

- **A Consultancy Team consisting of all the above required services.**

The scope of services and required cost calculations should be percentage based, and based on the proposed project plan timeframes as indicated in the methodology to be submitted.

### **3. Fee Calculation**

For fee calculation purposes see attached Schedule G.1 – G3

### **4. Methodology**

The interested Bidders must outline the methodology it intends adopting to meet the deliverables specified above and demonstrate in their proposal:

#### **4.1 The Proposed Project Plan**

### **5. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD**

Interested Service Providers must demonstrate the following in their proposal;

#### **5.1. Capacity - Bidders must demonstrate that:**

5.1.1. The Bidder should have adequate human resources and personnel to dedicate to the needs of the project as follows

#### **Professional Registration of Key Personnel**

Bidders to consist of the following professionals who are duly registered Professionals with the relevant professional statutory bodies or councils for the provision of the following:

- a) Professional Quantity Surveying,**
- b) Professional Architectural,**
- c) Professional Engineering Technologist or higher for the following**
  - ✓ **Civil & Structural Engineering,**
  - ✓ **Electrical Engineering**
  - ✓ **Mechanical Engineering services,**

**The Bidder is to be led by a registered professional who has building experience within the relevant field and appropriate proof is to be provided**

**Civil and Structural Engineer to have at least 5 years of experience (post registration) in structural engineering projects as well as civil projects.**

**Electrical Engineer to have experience in building projects/infrastructure**

5.1.2. It has adequate financial resources i.e. it is financially stable and has sound financial systems in place; a copy of the latest abridged annual financial statements of the company must be attached.

#### **5.2. Bidder's Experience & Track Records - Bidder must demonstrate that:**

Each member consortium to have at least a track record of at least 3 similar projects - demonstrated by the submission reference letters

## **6. Responsibilities and duties**

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

The service provider shall 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.

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.

## **7. Obligation to perform and sub-contracting**

**The successful Service Provider will be required as a condition of contract to subcontract to a Level 1 - EME or a Level 1 - QSE for the following services:**

- **South African Council for Project Managers Profession (SACPMP) for the provision of Health and Safety , and**
- **Social Facilitator.**
- **Specialist on Hydroponics tunnel designs and/or agronomist**

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

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

## **8. Performance guarantee – (Not Applicable)**

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

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

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

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

A cashier's or certified cheque

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

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

## **9. Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is



reduced, any such favourable difference shall on demand be paid forthwith by the contractor to ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **10. ECDC facilities**

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

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

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

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

## **11. Force majeure**

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

## **12. Spare parts (Not Applicable)**

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

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

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

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

## **13. Insurance**

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

## **14. Responsibility to perform**

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

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

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

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

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

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

ECDC may also consider termination of the contract.

## 15. Duration of the contract

It is anticipated that the appointment will be made in November 2020 and the service provider will be expected to be available and start immediately.

The successful Bidder shall be required to complete and submit the signed and duly completed **client recommended Services Level Agreement**.

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. (N/A)

## 16. Payments and tax

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

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

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.

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.

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

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonable necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.

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

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

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

**SECTION D**

**ANNEXURE A: SUPPLIER INFORMATION**

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

<b>Legal Name of Bidder :</b> (Same as CSD)	
<b>Trading Name of Bidder:</b> (Same as CSD)	
<b>Registration Number</b> (Same as CSD)	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Contact Person</b>	
<b>Title/Position in the Firm</b>	
<b>Mobile Number</b>	
<b>Bidder Telephone Number</b>	
<b>Facsimile Number</b>	
<b>Email Address of Contact Person</b>	
<b>Email Address of Bidder</b>	
<b>VAT Registration Number</b> (Same as CSD)	
<b>Central Supplier Database Number</b>	MAAA
<b>B-BBEE STATUS VERIFICATION</b>	
<p><b>Very Important:</b>                  (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)</p>	
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)
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	

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

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

**VERY IMPORTANT**

**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.**

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

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

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

.....

**(NAME OF BIDDER).**

Print Name

Date

\_\_\_\_\_

\_\_\_\_\_

Designation

Signature

\_\_\_\_\_

\_\_\_\_\_

**Annexure B: Location**

1	Where is the Bidder's main office?	
	Architect offices:	
	Quantity Surveyor Offices:	
	Civil and Structural Engineer Offices:	
	Electrical Engineer Offices	
	Mechanical Engineer Offices	

**Note: Each Member Consortium to submit proof of physical address in terms of Municipal Accounts/Telephone Accounts/Tax Clearance/lease Agreement/Telephone Account**

---

**STAGE 1: FUNCTIONALITY INFORMATION (SERVICES)**

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**Annexure C: HUMAN RESOURCES**

1 How many personnel will be involved in this Service

2 Provide the names of the Key Personnel and indicate the portfolios for which they are responsible.

<b>Name of staff member</b>	<b>Responsibility</b>	<b>Professional Registration Number</b>	<b>Number of Years of Experience Post Professional Registration in similar works</b>
	Lead Consultant		
	Architect		
	Quantity Surveyor		
	Civil and Structural Engineer		
	Electrical Engineer		
	Mechanical Engineer		





**Annexure E: Form of Offer and Acceptance Offer**

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

**PROFESSIONAL SERVICES**

Consisting of:

- ARCHITECTURAL SERVICES
- QUANTITY SURVEYING SERVICES
- ENGINEERING SERVICES

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

**PROJECT: REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE REPAIRS, REFURBISHMENTS AND ADDITIONS TO ZANYOKHWE CENTRAL AGRICULTURAL CO-OP IN KEISKAMMAHOEK**

**Bid No : ECDC/ELN/241/082020**

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 for professional Services, inclusive of value added tax carried forward from: **Summary of Fees**, is

**R** ..... (in figures)

.....  
.....

**Rand (in words)**

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

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

Trading under the name and style of:

.....

**AND WHO IS:**

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

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

**Note:**

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

**SIGNED FOR THE TENDERER:**

--	--	--

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>
-------------------------------	------------------	-------------

**SIGNED BY WITNESS:**

--	--	--

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>
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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

.....

## **Annexure F: Pricing Schedule Professional Services**

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.

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.

The Bid Fees/Prices must remain valid for a period of 120 days from date of closure of bid.

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**

**PRICING SCHEDULE FOR ZANYOKHWE CENTRAL AGRICULTURAL CO-OP IN KEISKAMMAHOEK**

(If construction cost is assumed to be R0 – R25 000 000.00)

SCHEDULE F.1		CONSULTANCY TEAM - FEE CALCULATION						
Stages	Description of the Stage	Disciplines to be priced in percentages					Total %	
		Principal Agent	Architect	Quantity Surveyor	Civil & Structural Engineer	Electrical &		Mechanical Engineer
Stage 1	Inception							
Stage 2	Concept and Viability							
Stage 3	Design Development							
Stage 4	Document and Procurement							
Stage 5	Construction							
Stage 6	Close Out							
Total								
<b>TOTAL IN RAND VALUE: CARRIED FORWARD TO SUMMARY (Use R25million to calculate the %)</b>								

NOTE: Bidders are to please note that the Rand value will be used adjudication purposes only. The tendered percentage (%) will be fixed and used for any adjustments during implementation

<b>SIGNATURE AUTHORITY</b>	<b>OF</b>	<b>DELEGATED</b>		<b>DATE</b>	
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**PRICING SCHEDULE FOR ZANYOKHWE CENTRAL AGRICULTURAL CO-OP IN KEISKAMMAHOEK**

(If construction cost is assumed to be R 25 000 000.00 to R 50 000 000.00 .....

SCHEDULE F.1		CONSULTANCY TEAM - FEE CALCULATION						
Stages	Description of the Stage	Disciplines to be priced in percentages					Total %	
		Principal Agent	Architect	Quantity Surveyor	Civil & Structural Engineer	Electrical &		Mechanical Engineer
Stage 1	Inception							
Stage 2	Concept and Viability							
Stage 3	Design Development							
Stage 4	Document and Procurement							
Stage 5	Construction							
Stage 6	Close Out							
Total								
<b>TOTAL IN RAND VALUE: FOR PERCENTAGE CALCULATION PURPOSES ONLY (Use R35million to calculate the %)</b>								

NOTE: The tendered percentage (%) will be fixed and used for any adjustments during implementation

<b>SIGNATURE AUTHORITY</b>	<b>OF</b>	<b>DELEGATED</b>		<b>DATE</b>	
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**SCHEDULE F.2: SUMMARY OF FEES AND DISBURSEMENTS TO BE CARRIED TO FORM OF OFFER**

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

Item nr	Description	Bid Price in ZAR inclusive of all applicable taxes <sup>1</sup>		
<b>1.</b>	<b>Fees</b>			
1.1.	Schedule G.1 – Construction <b>R25m</b>	R		
<b>2.</b>	<b>Sub-Total 1 (Fees)</b>	<b>R</b>		
<b>3.</b>	<b>Provisional Sums</b>			
3.1.	Hydroponics Specialist / Agronomist	R	500 000.00	
3.2.	Environmental Services	R	150 000.00	
3.3.	Occupational Health and Safety Services	R	200 000.00	
3.4.	Social Facilitation Services	R	150 000.00	
3.5.	Geotechnical	R	100 000.00	
3.6.	Mark up on additional services pertaining to all stages.		.....%	R
<b>4.</b>	<b>Sub-Total 2 (Additional Services)</b>	<b>R</b>		
<b>5.</b>	<b>Disbursements (Printing and Travelling)</b>	<b>Unit</b>	<b>QTY</b>	<b>Rate</b>
	<b>Printing</b>			
	Printing A1	No	100	R
	Printing A2	No	100	R
	Printing A3	No	100	R
	Printing / Copy A4	No	1000	R
	Binding	No	50	R
	CD	No	2	R
	Traveling	Km	10000	R
	Travelling	Hrs	200	R
<b>6.</b>	<b>Sub-Total 3 (Disbursements)</b>	<b>R</b>		

<sup>1</sup> all applicable taxes includes value-added-tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

<b>7.</b>	<b>Rate only Items</b>			
7.1.	Pr Eng / Pr Tech – Civil and Structural (hourly rate)	R	R	NIL
7.2.	Engineer / Technologist – Civil and Structural (hourly rate)	R	R	NIL
7.3.	Technician – Civil and Structural (hourly rate)	R	R	NIL
7.4.	Pr Eng / Pr Tech – Mechanical Engineer (hourly rate)	R	R	NIL
7.5.	Engineer / Technologist – Mechanical (hourly rate)	R	R	NIL
7.6.	Technician – Mechanical (hourly rate)	R	R	NIL
<b>8.</b>	<b>Sub-Total 4 (Fees + Additional Services + Disbursements)</b>		R	
<b>9.</b>	<b>Add 14% VAT (Sub-Total 5)</b>		R	
<b>10.</b>	<b>TOTAL (to be carried to Annexure F - Form of Offer)</b>		R	

<b>SIGNATURE OF DELEGATED AUTHORITY</b>		<b>DATE</b>	
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**Annexure G: 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.

<sup>1</sup>“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.

<sup>2</sup>“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:

• Name of person / director / trustee / shareholder/ member:	
• Name of state institution at which you or the person is connected to the bidder is employed :	
• 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

**3. The full details of all directors / trustees / members / shareholders must be provided.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Personal Number (if applicable)

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
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**DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature by delegated Authority

.....  
Date

.....  
Position

.....  
Name of Representative

**Annexure H – (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 <input type="checkbox"/> No <input type="checkbox"/>
--	--

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 <input type="checkbox"/> No <input type="checkbox"/>
--	--

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 <input type="checkbox"/> No <input type="checkbox"/>
---	--

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 <input type="checkbox"/> No <input type="checkbox"/>
--	--

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

<b>SIGNATURE BIDDER</b>	<b>OF</b>		<b>DATE</b>	
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**Annexure I– (SBD 9): Certificate of independent Bid determination**

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

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 rigging!). 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 consortium<sup>3</sup> 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.

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
----------------------------	--	-------------	--

Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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



# ANNEXURE K: CLIENT REFERENCE FOR COMPLETED PROJECTS

## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE REPAIRS, REFURBISHMENTS AND ADDITIONS TO ZANYOKHWE CENTRAL AGRICULTURAL CO-OP IN KEISKAMMAHOEK

- ECDC/RFP/ELN/

SERVICE PROVIDER:

.....

CLIENT:

.....

PROJECT:

.....

CONTRACT AMOUNT: ..... CONTRACT DURATION: .....

PROJECT SCOPE (DESCRIPTION OF WORKS):

.....

.....

.....

SERVICE PROVIDER'S ROLE (SCOPE OF SERVICES PROVIDED):

.....

.....

.....

Description / Performance	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
1.Knowledgeable in the field in which this quotation relates to					
2.Quality Performance					
3.Time Performance					

Remarks:

.....

NAME & DESIGNATION: .....

TEL: ..... FAX: .....

SIGN.....

\_\_\_\_\_