



CALL FOR BIDS

BID NUMBER: ECDC/ELN/420/092025

**BID SUBJECT: PROVISION OF RENTABLE RETAIL SPACE FOR
EASTERN CAPE CRAFT COLLECTION SHOP IN
EAST LONDON FOR A PERIOD OF THREE (3) YEARS**

Request for Bids Consisting of:

The Request for Services (Returnable) - This Document

Issued by:

Prepared By

Eastern Cape Development Corporation

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

Tel: 043 704 5600

BIDDER NAME:

CSD NUMBER:

CLOSING DATE:	24 OCTOBER 2025
CLOSING TIME:	12H00

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Board Members: V Jarana (Chairperson) • T Cumming • Dr M Makamba • Dr P Makhetha-Kosi • N Mheshe • N Pietersen • S Siko • X Titus,
A Wakaba (Chief Executive Officer) • Company Secretary: Z Thomas

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SECTION A:	
ABBREVIATIONS AND ACRONYMS	
B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
SAPOA	South African Property Owners Association
CSD	National Treasury Central Supplier Database for South African Government
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the

	commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Specific goals	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender: In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among

	other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	Means: an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councilor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price, which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under a certain value as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament

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

SECTION B

1. General information

1.1 Invitation

Eastern Cape Development Corporation (ECDC) invites suitable competent Service Providers (Bidders) to submit Bids in accordance with the rules as set out in this Bid Document for the provision to lease rentable retail space for a **period of three (3) years with an option to extend for a period of up to 2 years** in the East London Area.

- The proposed property space must be in East London, in areas around Beacon Bay, Vincent, Berea, Nahoon.
- The offered retail space must be ready for occupation by **01 December 2025**.

1.2 Eligibility To Bid

- a) Bidders must ensure that all the required returnable documents and annexures are submitted together with this bid document (RFP), fully completed and signed as required in 1.6.1 below for mandatory returnable, 1.6.3 for mandatory technical minimum requirements for rental craft shop space and Annexures.

1.3 Estimated Timeline

Activity	Date	Time
Placing of Advert	23 September 2025	N/A
Compulsory Briefing	A non- compulsory briefing session will be held as follows: Date: 16 October 2025 Time: 10:00 Venue: MS Teams (Link below) Join the meeting now Meeting ID: 384 278 132 286 6 Passcode: ha2bK2nd For any enquiries relating to this Bid, please email the procurement department at tenders@ecdc.co.za , for the attention of S Vanda. Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting this bid for ease of communication. Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za	
Last date of questions	17 October 2025	16h30
Final date of submission of proposals	24 October 2025	12h00
Validity Period	6(six) Months after the bid submission date	

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

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

1.4 Non-Compulsory Briefing Session

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

Date: 16 October 2025

Time: 10:00

Venue: MS Teams (Link provided below)

[Join the meeting now](#)

Meeting ID: 384 278 132 286 6

Passcode: ha2bK2nd

- **Viewing of the current ECDC Craft Shop**

Bidders can view the current EC Craft Collection Shop (to familiarise themselves for the layout and shop fittings that will be required for tenant fit out) at Shop No. 12 Beacon Bay Crossing, Cnr N2 &, Bonza Bay Rd, Beacon Bay North, East London, 5201 Trading Days are Monday to Friday.

- ✓ Trading Time 09:00-16:30pm
- ✓ Contact person: 043 704 5601

- **Note:**

- ✓ For any enquiries relating to this Bid, please email the procurement department at tenders@ecdc.co.za for the attention of S Vanda.
- ✓ Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting this bid for ease of communication.
- ✓ Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za

1.5 Submission of Bid Documents

1.5.1 This bid is subject to the Preferential Procurement Policy Framework Act (PPPFA), 2000, and the Preferential Procurement Regulations as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

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

1.5.2.1 Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

1.5.2.2 The regulation further, prohibit an employee from registering on the National Treasury Central Supplier Database (CSD) as an individual, owner of a company or director of a public or private company unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

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

1.5.3 Local Bidders must ensure compliance with their tax obligations. Bidders are required to submit their **unique personal identification number (PIN)** issued by SARS to enable ECDC to verify the taxpayer's profile and tax status. Application for Tax Compliance Status (TCS) PIN may be made via e-filing through the **SARS website (www.sars.gov.za)**. **Where no TCS PIN is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.**

1.5.3.1 In bids where consortia / joint ventures / sub- contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number.

1.5.4 **Foreign bidders** who are foreign-based suppliers must complete the questionnaire in Annexure A, if the answer is “No” to all the questions, it is not a requirement to register for a tax compliance status system or provide a PIN code from SARS.

1.5.5 **Declaration of Interest and Conflict of Interest (Annexure F)**

1.5.5.1 The bidder, or any of its directors/trustees/shareholders/members, etc, must declare any interest in any other related enterprise whether they are bidding for this contract or not. Definition of related enterprise is as per definitions above see **B: DEFINITIONS**.

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

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

1.5.5.4 Any attempt to collude with other bidders or manipulate the bidding process may result in immediate disqualification.

1.5.6 **Terms and Condition**

1.5.6.1 The bid document must **be signed by an authorised representative** of the bidder.

1.5.6.2 **Proof of authority (e.g., company resolution or delegation of authority) must be submitted with this bid/RFP (see Mandatory requirements for the format of proof of authority required)**

1.5.6.3 Failure to comply with these requirements **may render the bid invalid**.

1.5.7 **Bid Validity and Offer Commitment**

1.5.7.1 The bidder confirms that their offer remains binding for acceptance by ECDC during the validity period specified in this Bid

1.5.7.2 Any errors in price calculations shall be borne by the bidder, and the bid price remains final once submitted.

1.5.8 **Bidders must submit proposals as follows**

1.5.8.1 **Bid Submissions** are to be bound and **MUST** be placed in sealed envelopes in the Bid Box on or before the closing date and time of submission of proposals as indicated above labelled clearly as follows:

Bid Reference Number:	ECDC/ELN/420/092025
Bid Subject:	PROVISION OF RENTABLE RETAIL SPACE FOR EASTERN CAPE CRAFT COLLECTION SHOP IN EAST LONDON FOR A PERIOD OF THREE (3) YEARS
Bid Submission to be Delivered at:	ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,
Attention:	S Vanda

IMPORTANT NOTE:

- 1.5.8.2 All bid documents are to be completed in permanent ink.**
- 1.5.8.3 No alterations of the Bid Document will be allowed.**
- 1.5.8.4 No correction fluid will be allowed. All corrections should be initialled.**
- 1.5.8.5 One original duly signed (by authorised representative) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**
- 1.5.8.6 A PDF soft copy of the duly signed and completed original bid (e.g. PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified**
- 1.5.8.7 The bid box is open on weekdays between 08h00am and 16h30pm**
- 1.5.8.8 No emailed/faxed or late submissions will be accepted by ECDC.**
- 1.5.9 No Late submissions will be accepted: Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).**

1.6 Evaluation Criteria

All submitted bids will be evaluated in the following three (3) stages:

This Bid will be evaluated in the following 3 stages:

Stage 1: Pre-Qualification/ Administration Compliance.	Pre-Qualification Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further. Failure to submit the Mandatory Tender Requirements as required will result in the bid being disqualified.
Stage 2: Price and Specific goals.	Preferential Procurement Points: In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive tenders/bids with a Rand value equal to, or above R1 000 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes. Joint Venture Preference Points Calculation (See Treasury Circular 02 of 2023/2024) For bidding purposes, a joint venture or consortium means an association of two or more individuals and/or individual business entities for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. When evaluating bids of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.
Stage 3: Mandatory Technical Minimum Requirements.	Mandatory Technical Minimum Requirements for Rental Craft Shop Space ECDC will conduct a technical evaluation which may include an onsite inspection on the proposed rental craft shop space of the highest scoring Bidder in stage 2. Service Provider is required to submit all the required documents as proof of compliance and to meet all the mandatory technical minimum requirements for ECDC's requirements for Retail Space as set out in this Bid Document. Failure to meet all the minimum technical requirements for rental craft shop space will lead in the disqualification of the Service Provider and the next highest scoring bidder will be evaluated and so forth.

1.6.1 STAGE 1: PRE-QUALIFICATION STAGE (MANDATORY REQUIREMENTS)

Bidders to meet the following Mandatory Requirements in order to be evaluated on the next evaluation stage:

1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS DESCRIPTION	Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
<u>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</u> The following information will be verified on the National Treasury Central Supplier Database: 1. Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. 2. ID Number, 3. Government Employee 4. Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. Onus on the Service Provider Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided. Directors/Employees in the Service of State Bids from persons in the service of the state, or companies with directors who are persons in the service of the state, WILL NOT be considered for doing business with the state as stated below: a) Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. b) The regulation further, prohibit an employee from registering on the National Treasury Central Supplier Database (CSD) as an individual, owner of a company or director of a public or private company unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. c) ECDC reserves the right to verify such information from their AO/AA JV's and Consortium. Where the Bidder is a JV/Consortium, each firm must be registered on the CSD e Bidder is a JV/Consortium, each firm must be registered on the CSD.	Yes	Yes

1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
DESCRIPTION			
2.	<u>Tax Compliance Requirements:</u> Bidders must ensure compliance with their tax obligations; therefore, the bidder must be in good standing with the South African Revenue Services. Consortia/Joint venture/Sub-Contractors In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit 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 bidder is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified.	Yes	No
3.	<u>Letter of Authority Requirements: The submission of the bid document must be duly authorised by the bidder as indicated by a duly authorised signature.</u> - To establish if this bid has been completed and signed by a duly authorised person, a Letter of Authority/ Board Resolution/ Delegation of Authority Matrix must be provided with the Bid document. - Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf, OR - Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf. The Letter of Authority <u>MUST</u> be signed by all directors of the Bidder/ Directors that meet the quorum for the Letter of Authority to be valid (a signed Board Resolution authorising the signatory will be accepted – Board Resolution to be signed by the duly authorised individual being the Chairperson of the Board/Company Secretary. The Letter of Authority <u>MUST</u> be attached to and submitted with the Bid document	Yes	Yes

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
4.	Annexure A – Duly completed Supplier Information Duly completed and Signed by the Delegated Authority. (Attach Delegation of Authority)	Yes	Yes
5.	Annexure B – Property Information 1. Bidder is required to complete the Property Information of the proposed retail space, and Non- Submission of the property information as required in Annexure B or in the prospectus or company profile or elsewhere in the document may lead to the bidder being disqualified.	Yes	Yes
6.	Annexure C – Declaration form/Questionnaire of some Minimum Technical Requirement of the proposed Retail Space (Signed and Completed by delegated authority) The declaration form does not cover all the Minimum Technical Requirement. Service Provider is required to submit Minimum Technical Requirements for the retail space as required in stage 3. Documents to be submitted ✓ Bidder to submit a completed and signed Annexure C ✓ Non- Submission of the declaration form as required in Annexure C or in the prospectus or company profile or elsewhere in the document may lead to the bidder being disqualified.	Yes	Yes
7.	Annexure D – Form of offer and acceptance offer Duly completed and signed by the delegated authority.	Yes	Yes
8.	Annexure E – Pricing Schedule 1. Complete the pricing schedule detailed in Annexure E, and/or 2. Attach the price quotation on the Bidders' letterhead, and in the same format as Annexure E, and 3. Pricing Schedule to be signed by the delegated authority (attach delegation of authority)	Yes	Yes

1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
DESCRIPTION			
9.	Annexure F (SBD 4): Bidder's Disclosure (To be Signed and Completed by the Duly Authorised Signatory). 1. Bidders and their directors/shareholder/member/trustees etc. MUST declare ALL THE ENTITIES (Companies) which they have an interest in, regardless of whether those companies are bidding for this contract or not, and 2. To be signed by the delegated authority, and 3. Bidders can check their CSD and the CIPC etc. for the companies the Bidders/directors/shareholders/members/trustees have interest in for declaration. Where all the bidder's interest in other entities were not declared, THE BIDDER WILL NOT MEET THE MANDATORY REQUIREMENTS AND WILL BE DISQUALIFIED on the following grounds Collusive Bidding: Failure to disclose relationships with other enterprises bidding on this contract or previous collusion history. Conflict of Interest: Failure to declare direct or indirect relationships with ECDC employees. Fraudulent Misrepresentation: Providing false information on CIPC or CSD declarations. Failure to Disclose Business Interests: Not listing all companies linked to the bidder. Manipulation of the Bidding Process: Any attempt to influence bid evaluation improperly.	Yes	Yes

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
10.	Annexure G - Statement of Consent to Data Processing 1. The Bidder should grant ECDC consent for Data Processing to be able to perform due diligent procedures to be able to evaluate the content of the Bid. and 2. Duly completed and signed by the Authorised signatory. Prior to the bid evaluation, where the statement of consent is unsigned, ECDC will provide 48 hours' notice to the bidder for remedy, failing which the bidder will be disqualified.	Yes	No (Should be completed before the evaluation of the Bid. The Bidder should grant ECDC consent for the Data Processing of their information for the procurement process of the Bid. Where the Bidder did not complete and sign this Annexure, ECDC will contact the Bidder for granting of permission prior the evaluation of their Bid.)
11.	Annexure H– (SBD 6.1.): Preferential Points Claim 1. Duly completed and signed by the Authorised signatory. 2. Service Provider is required to submit CIPC documents to prove their ownership (this can also be confirmed by ECDC on CSD). Where the Bidder's OWNERSHIP is DIFFERENT FROM DIRECTORSHIP, the Bidder is required to submit their share certificate as added proof of ownership. This submitted proof will be used to confirm the ownership for the specific goals of ownership listed in Table 1 of the SBD 6.1 document. 3. Failure to submit the preference points claim and proof of ownership may result in awarding of 0 (zero) preference points.	No Failure to submit the preference points claim and proof of ownership may result in awarding of 0 (zero) points preference points.	No Failure to submit the preference points claim and proof of ownership may result in awarding of 0 (zero) points preference points.

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
12.	Annexure H- (SDB6.1): Declaration with regards to Company /Firm Location 1. Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the bidder's submitted FICA documents which are as follows ✓ Bidder's Utility Bill, ✓ Valid lease agreement submitted by the bidder, ✓ Letter from the Ward Councilor (Signed and stamped). 2. Failure to submit the declaration and proof of address may result in awarding of 0 (zero) preference points under Eastern Cape locality	No Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality	No Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality
The following will be applicable to Joint Ventures/Consortium			
13.	Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
14.	Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid or duly signed JV/Consortium Agreement by all directors of parties.	Yes	Yes
15.	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes

<u>1.6.1. PRE-QUALIFICATION MANDATORY REQUIREMENTS</u> <u>DESCRIPTION</u>		Mandatory Requirement for Award	Disqualification if not submitted with Bid or if Bidder is found to be Non-Compliant at the Time of Bid Close
16.	Annexure H – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed). ✓ Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality. ✓ Service Provider is required to submit CIPC documents to prove their ownership (this can also be confirmed by ECDC on CSD). Where the Bidder's OWNERSHIP is DIFFERENT FROM DIRECTORSHIP, the Bidder is required to submit their share certificate as added proof of ownership. This submitted proof will be used to confirm the ownership for the specific goals of ownership listed in Table 1 of the SBD 6.1 document. ✓ Joint Venture Preference Points Calculation will be in accordance with Treasury Circular 02 of 2023/2024)	No	No
17.	Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the bidder's submitted FICA documents which are as follows: ✓ Bidder's Utility Bill, ✓ Valid lease agreement submitted by the bidder, ✓ Letter from the Ward Councilor (Signed and stamped). Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality. Joint Venture Preference Points Calculation will be in accordance to Treasury Circular 02 of 2023/2024)	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.**
- ✓ **ECDC REVERSES THE RIGHT TO VERIFY ALL THE SUPPORTING DOCUMENTATION PROVIDED BY THE BIDDER. WHERE THE INFORMATION SUBMITTED IS INCORRECT AND FOUND TO BE FRAUDULANT AND MISLEADING IN NATURE, THE BIDDER MAY BE REPORTED TO THE RELEVANT AUTHORITIES.**
- ✓ **ALL BIDS THAT MEET THESE MANDATORY REQUIREMENTS WILL BE EVALUATED FOR STAGE 2 BELOW.**

1.6.2 STAGE 2 – PREFERENTIAL PROCUREMENT

In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive tenders/bids with a Rand value equal to, or above R1 000 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.

Preference points for this bid shall be awarded for price and the specific goals. The maximum points for this bid are allocated as follows:

(a) The maximum points for this tender are allocated as follows:

	MAXIMUM POINTS ACHIEVABLE	Documents to be submitted
PRICE	80	
SPECIFIC GOALS	20	
51% and above black owned enterprise	10	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
Eastern Cape based supplier	5	This information will be verified from the bidder's submitted FICA documents which are ✓ Bidder's Utility Bill, ✓ Valid lease agreement submitted by the bidder, ✓ Letter from the Ward Councilor (Signed and stamped).
51% and above women owned enterprise	3	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
51% and above youth owned enterprise	2	Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship)
Total points for Price and SPECIFIC GOALS	100	

(b) 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 quotations) all applicable taxes included.	- Equal and above R30 000 to R50 million, inclusive of all applicable taxes. - Below R30 000 if and when considered to be appropriate
Formulae	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Ps = Points scored for comparative price of bid / price of tender under consideration Pt = Comparative price of bid / price of tender consideration Pmin = Comparative price of lowest acceptable tender/ offer

- (c) A maximum of 20 points will be awarded for specific goals as detailed in the table above. In order to claim specific goal points, bidder is required to complete SBD 6.1 which includes declaration for company/firm location. In order for the bidder to be allocated points, the bidder is required to provide documentary proof of location, CIPC and/or share certificate to prove ownership.
- (d) Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, may be interpreted to mean that preference points for specific goals are not claimed.
- (e) ECDC will conduct a technical evaluation which may include an onsite inspection on the proposed rental office space of the highest scoring Bidder in stage 2.

1.6.3 STAGE 3 – MANDATORY TECHNICAL MINIMUM REQUIREMENTS FOR RENTAL CRAFT SHOP SPACE

ECDC will conduct a technical evaluation which may include an onsite inspection on the proposed rental craft shop space of the highest scoring Bidder in stage 2.

Service Provider is required to submit all the required documents as proof of compliance and to meet all the mandatory technical minimum requirements for ECDC's requirements for Retail Space as set out in this Bid Document.

Failure to meet all the minimum technical requirements for rental office space mandatory will lead in the disqualification of the Service Provider and the next highest scoring bidder will be evaluated and so forth.

FAILURE TO SUBMIT THE REQUIRED DOCUMENTATION AS REQUESTED WITH THE BID PROPOSAL AND FAILURE TO MEET ALL THE REQUIREMENTS ON THE TECHNICAL EVALUATION AND/OR ONSITE INSPECTION MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

MANDATORY REQUIREMENT (1)	Comply (Yes/No)
Property Size, Location and Intended Use a) Property Size - Gross Rentable Area required is at least 160 sqm but should not exceed 180sqm b) Property Location - The proposed property space must be in East London, in areas around the Beacon Bay, Vincent, Berea, Nahoon. - The proposed space must be in an established retail complex/ environment and must not be a standalone and there should be already other existing retailers present (ECDC should not be the only tenant in the retail space). - The proposed retail space should not be in a retail area where it goes against ECDC's Mandate, Values and/or cause reputational harm to ECDC. All property space will be viewed to conform with values of ECDC as part of due diligence. - Retail complex should have been operating for more than 5 years - Proposed space must be in a place with the following characteristics ✓ easy public transportation options and ample parking, ✓ a place with good signage opportunities ✓ must be in a clean retail area and surrounding environment ✓ must be in an environment that is safe for customers and tourists ✓ the proposed space should be in a suitable area where there are retail businesses around, where there is frequent shopping foot traffic that the Craft shop will attract ✓ the proposed retail space/area/complex should be gated with security guard. The complex must be secured for both customers and the shop itself c) Property Intended Use - The proposed retail space needs to be suitable for the intended use: ✓ needs to be in appropriate shape and commercial retail location. The proposed area should be an area that can accommodate the required craft shop space needs ✓ needs to be well ventilated ✓ ease of visibility to customers walking /driving around the retail area ✓ The shop front must be glass for setting of displays that is visible from the shopping complex where the customers are moving around for potential customers to see the display inside the shop. Compliance requirement - Property prospectus to be attached proving compliance of this requirement. Prospectus/profile to be attached with layout drawings or completing in full of Annexure C. - ECDC may conduct onsite inspection to verify the information, Should the information provide in Annexure C and/or prospectus found to be false upon verification, ECDC will disqualify the bid and may report the bidder to the relevant authorities.	
MANDATORY REQUIREMENT (2)	Comply (Yes/No)
Proof of Mandate/ Ownership of Premises Bidder to provide proof of ownership for the premises or a mandate to confirm that you are able to lease the premises on behalf of the landlord	

Compliance requirement - Bidder to submit a certified copy of deed document proving ownership or - Copy of a verifiable signed copy mandate agreement or a company resolution for authority to lease on behalf of the Landlord	
MANDATORY REQUIREMENT (3)	Comply (Yes/No)
Availability of Retail Space and Letter of Undertaking to reconfigure the space and for tenant fit out within 1 month after the award. - Retail Space to be available on the 1st November 2025 for the tenant to start with tenant fit out. - Signed letter of undertaking that the bidder will reconfigure the proposed space into ECDC's specification within a period of 1 month from the date of award. - The signed letter of undertaking must be accompanied by project plan with timelines and milestones which clearly sets out how the bidder will implement the reconfiguration and tenant fit out within the period of 1 month after the award. Compliance Requirement - Signed written Confirmation by delegated authority on the availability of Proposed Craft Shop Building from 1 November 2025 for occupation - The signed letter of undertaking to reconfigure the space and tenant fitout in accordance with ECDC's requirements on the scope of work below. - Project plan with timelines and milestones which clearly sets out how the tenant implement the reconfiguration and fit out within the period of 1 month after the award. Important Note - Successful Bidder will be required to submit a performance guarantee within 7 days after award from a reputable financial institution for the reconfiguration and tenant fit out of the proposed retail space	
MANDATORY REQUIREMENT (4)	Comply (Yes/No)
Access and Parking - It is a requirement that the parking bays be on-site (in the same yard of the proposed retail area) - The proposed space must provide access in all areas for people with physical disabilities and mobility impairments. The access is to be in line with the National Building Regulation and Building Standards Act. - The proposed space must have at least 10 parking spaces for ECDC Craft Shop customers which can also accommodate minibuses for groups and at least 1 parking bay that will be able to accommodate physically challenged people in accordance with National Building Regulation and Building Standards Act. Compliance requirement - Property prospectus to be attached with layout drawings or completing in full of Annexure C proving that they have met this requirement - ECDC may conduct onsite inspection to verify the information. Should the information provided in Annexure C and/or prospectus found to be false upon verification, ECDC will disqualify the bid and may report the bidder to the relevant authorities.	

MANDATORY REQUIREMENT (5)	Comply (Yes/No)
Ablution Facilities The proposed retail space should have available ablution facilities for customers and ECDC workers for free. The ablution facilities should also accommodate people with physical disabilities and mobility impairments in accordance with the National Building Regulation and Building Standards Act. Documents to be submitted as proof • Property prospectus to be attached with layout drawings and/or PoE proving that there are ablution facilities which meets the standard or completing in full of Annexure C. • ECDC may conduct onsite inspection to verify the information, Should the information provided in Annexure C and/or prospectus found to be false upon verification, ECDC will disqualify the bid and may report the bidder to the relevant authorities.	
MANDATORY REQUIREMENT (6)	Comply (Yes/No)
Accessibility to Public Transport • The proposed retail space must be accessible through public transport approximately 300m- 500m away from the shop or retail complex gate. Compliance requirement • Property prospectus to be attached stating compliance the above or completing in full of Annexure C.	
MANDATORY REQUIREMENT (7)	Comply (Yes/No)
Draft Lease Agreement ECDC requires that the Service Provider submits a draft lease agreement with the Bid Document. The draft lease should clearly specify the responsibilities of the Landlord around maintenance issues ✓ The craft shop space (interior and exterior) is to be fully serviced and maintained by the Landlord; ✓ Day to day maintenance of the building including air conditioning, fire equipment, lifts, electricity, fumigation, plumbing is the responsibility of the Landlord ✓ Turn-around time to be clearly stated on maintenance and repair work by the Landlord; ECDC reserves the right to negotiate the turnaround times should it not be satisfactory. ✓ Proposals to allow ECDC to do its own repairs in cases where the Landlord's turn-around time was not met and to have the expenses reimbursed by the landlord. ✓ Exit clause -	

MANDATORY REQUIREMENT (8)	
Uninterrupted Power Supply - Retail Space to have a backup power supply for continuity of supply of electricity/ power Compliance requirement Bidder to submit proof that the property has backup power supply.	

Note:

- Failure to comply in any of the above minimum requirements and submit the required supporting documentation will result in your proposal being disqualified.
- A site inspection may be conducted to corroborate the information submitted. Should it be found that Bidders submitted information that is false, they will be automatically disqualified.
- The ECDC reserves the right not to appoint the Service Provider should it not be satisfied with the supporting documents submitted or the location of the office or any other factor which the ECDC deems relevant in deciding whether the property complies with the mandatory requirements

1.7 Alteration or withdrawal of Bids

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

1.8 Negotiations

ECDC reserves the right to further negotiate the price, if the offer is not in par with the market rate with the bidder or bidders who has acquired highest point in specific goals.

1.9 Costs for preparation of bids/presentations

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

1.10 Ownership of bids and presentations

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

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

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

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use

this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

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

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

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

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

The processing of personal information collected during this procurement process shall comply with the Protection of Personal Information Act, 2013 (POPIA). ECDC ensures that all personal data provided by bidders will be processed lawfully, stored securely, and used only for the purpose of bid evaluation, compliance verification, and contract execution. By submitting a bid, the bidder consents to the collection and processing of their personal data by ECDC for these purposes.

Bidders' personal and business information will be securely stored and retained for a period not exceeding **five (5) years** after the contract award, in compliance with the **POPIA retention principles**. Only authorized ECDC personnel will have access to this information. After the retention period, personal data will be securely disposed of.

1.13 Inventions Patent and Copyrights

- 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 will lead to the rejection of its bid 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. 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 Bidder's Disclosure, failing which the Bidder shall be automatically disqualified from further participation in the Bid. The disqualification will be applicable at any stage of the bidding and/or engagement process.
- 1.15.7 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 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 bid shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the general conditions of contract available on the ECDC website.

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

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

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

1.20 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 bids.

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

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

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

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

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

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 document.

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	S Vanda
Telephone number	043 704 5601
E-mail address	tenders@ecdc.co.za

1.22 ECDC's Stance on Fraud, Corruption, and Theft

The Eastern Cape Development Corporation (ECDC) upholds the highest standards of integrity, accountability, and ethical governance. As a responsible public entity, ECDC has a zero-tolerance approach to fraud, corruption, and theft, recognizing these as serious offenses that undermine public trust and hinder sustainable development. ECDC is committed to fostering a culture of transparency and ethical conduct, ensuring that all employees, stakeholders, and service providers adhere to strict anti-fraud policies and governance frameworks. To this end, ECDC encourages the reporting of any suspected fraudulent activities through its confidential and independently managed fraud hotline.

ETHICS & FRAUD HOTLINE REPORTING CHANNELS	
Free Contact Number:	0800 116 655
Post	PO Box 10512, Centurion, 0046
SMS Number:	30916
Dedicated Email Address:	ecdc@thehotline.co.za
Fax	0867 261 681
Mobile application	Vuvuzela Hotline app - download from Google play store, use 0800 116 655 to report
Website Link	https://www.thehotline.co.za/report - use 0800 116 655 to report

1.23 Disclaimer

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

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

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

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

SECTION C

TERMS OF REFERENCE / BID SPECIFICATIONS

1. ABOUT THE EASTERN CAPE DEVELOPMENT CORPORATION (ECDC)

VISION

A leader in facilitating inclusive, sustainable economic growth in the Eastern Cape.

MISSION

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

VALUES

ECDC's values are rooted in excellence, sustainable growth, accountability, client focus, and collaboration. Guiding how the Corporation delivers impact, serves stakeholders, and builds a resilient Eastern Cape economy.

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”.

2. BACKGROUND

ECDC has established the Eastern Cape Craft Collection Shop in 2016 as a strategic centre for promoting and retailing of the Eastern Cape craft and design products. The strategic objective of the Creative Industries programme within Trade, Investment and Innovation unit is in line with ECDC's mission of maximizing socio-economic growth efforts in the Eastern Cape through sector development support.

One of the key strategic thrusts of the creative industry programme is to facilitate access to markets for craft and design enterprises. The craft shop is currently supporting 134 creative enterprises.

The current lease agreement expires in **November 2025**. ECDC would like to source suitable retail property for rental which is in close proximity to the current shop or suitable area (see mandatory technical requirements). The offered building must be ready for occupation **1st December 2025**.

ECDC requires and seeks to acquire retail space for rental for a period of three (3) years with an option to extend for a period of up to two (2) years as per the following scope

3. SCOPE OF SERVICES REQUIRED

3.1 Requirements as per Scope of Services

ECDC requires a rentable retail space for the Eastern Cape Craft Collection in East London as follows:

The proposed craft shop should be

a) Property Size

- Gross Rentable Area required is at least 160 sqm but should not exceed 180sqm

b) Property Location

- The proposed property space must be in East London, in areas around the Beacon Bay, Vincent, Berea, Nahoon.
- The proposed space must be in an established retail complex/environment and **must not** be a standalone and there should be already other existing retailers present (ECDC should not be the only tenant in the retail space).
- The proposed retail space should not be in a retail area where it goes against ECDC's Mandate, Values and cause reputational harm to ECDC.
- Retail complex should have been operating for more than 5 years
- Proposed space must be in a place with the following characteristics
 - ✓ easy public transportation options and ample parking,
 - ✓ a place with good signage opportunities
 - ✓ must be in a clean retail area and environment
 - ✓ must be in an environment that is safe for customers and tourists
 - ✓ the proposed space should be in a suitable area where there are retail businesses around, where there is frequent shopping foot traffic that the Craft shop will attract
 - ✓ the proposed retail space/area/complex should be gated with security guard. The complex must be secured for both customers and the shop itself

c) Property Intended Use

- The proposed retail space needs to be suitable for the intended use.
 - ✓ needs to be in appropriate shape and commercial location. The proposed area should be able to accommodate the required craft shop space needs
 - ✓ needs to be well ventilated
 - ✓ ease of visibility to customers walking /driving around the retail area
 - ✓ The shop front must be glass for setting of displays that is visible from the shopping complex where the customers are moving around for potential customers to see the display inside the shop.

d) Access and Parking

- The proposed space must accommodate people with physical disabilities and mobility impairments to all areas. Parking and access for physical disabilities and mobility impairments access to be in line with the National Building Regulation and Building Standards Act.
- The proposed space must have at least 10 parking spaces for ECDC Craft Shop customers which can also accommodate minibuses for groups and at least 1 parking bay that will be able to accommodate physically challenged people in accordance with National Building Regulation and Building Standards Act.

e) Ablution Facilities

- The proposed retail space should have available ablution facilities for customers and ECDC workers for free. The ablution facilities should also accommodate people with physical disabilities and mobility impairments and should be in accordance with the National Building Regulation and Building Standards Act.

f) Accessibility to Public Transport

- The proposed retail space must be accessible through public transport approximately 300m- 500m away from the shop or retail complex gate.

g) The retail environment should be safe preferably enclosed area with a secure access gate.

h) Retail premises should be available for occupation on the 1st of November 2025. The premises should be available for reconfiguration and tenant fit out on 1st November 2025 and for occupation on 1 December 2025. The landlord will be responsible for reconfiguration and tenant fit out.

A. Facilities Requirements

Item No.	Description	Specification
1.	Property Size and Intended use	- Gross Rentable Area between 160 m²- 180 m². - The proposed retail space needs to be suitable for the intended use. ✓ needs to be in appropriate shape and commercial retail location. The proposed area should be an area that can accommodate the required craft shop space needs ✓ needs to be well ventilated ✓ ease of visibility to customers walking /driving around the retail area ✓ The shop front must be glass for setting of displays that is visible from the shopping complex where the customers are moving around for potential customers to see the display inside the shop.
2.	Property Grade	A / B Grade (per SAPOA specifications) Definition: Grade A: Generally, not older than 10 years, unless renovated; prime location; high-quality finishes; adequate on-site parking; air-conditioning. Grade B: Generally, 10 to 20 years old, unless renovated; accommodation to modern standards; prime location; air-conditioning; on-site parking. ECDC may require documentation to prove that the Bidders have conducted renovations and or recently upgraded finishes.
3.	Access to Physically Challenged People	ECDC requires that the proposed space is able to accommodate Physically Challenged People. - It is required that Physically Challenged People can access the entrance of the shop floor from the parking lot. - Inside the shop, Physically Challenged access is required in the shop floor space only - There should be a parking bay that will be allocated for the Physically challenged people. - There should be ablution facilities that is able to accommodate physically challenged people - Access to all areas and facilities should accommodate the physically challenged as per the National Building Regulation and Building Standards Act.

4.	Property Information	Bid proposal should clearly outline the following: - • Physical address, stand number, • Details of all partners to the offer, • Detailed rental option, • Reconfiguration and Tenant installation allowance – Landlord will be responsible for reconfiguring and tenant fit out • Building layout drawings/ plans • Building insurance information • If multi tenants, provide names and detail of business
5.	Parking Facilities	• A minimum of 10 parking space for customers which can also accommodate minibuses for group and physically challenged. • It is ECDC's requirement that the proposed retail space has parking that can accommodate the physically challenged people. • It is a requirement that the parking bays be on-site (in the same yard of the proposed retail area)
6.	Security	Physical security for the complex
7.	Building Compliance	The following documentation must be in place: • Mechanical compliance certificate (if required e.g. lift etc) • Electrical certificate of compliance • Occupation Certificate • Fire Clearance, Layout • Emergency Exit Plan All the above documentations must be provided prior the signing of the lease if not supplied with the bid
8.	Ablutions for Male and Females	The bidder shall provide fully functional new or fully refurbished ablution facilities that meet the OHS Act and National Building Regulation and Building Standards Act. requirements. • Free access to ablution facilities for Craft Shop customers and ECDC staff where one of them can accommodate people with physical disabilities and mobility impairments • The ablution facilities including those to accommodate people with physical disabilities and mobility impairments should be in terms of NBR (National Building Regulations)
10.	Health and Safety Compliance	Building must comply with the required standards at all times, OHS etc.; and should have Firefighting equipment in terms of the Fire Requirements (fire extinguishers, fire hoses and fire escape doors etc.) and these should be maintained and serviced regularly by the Landlord. The proposed building must be compliant with the Health and Safety Requirements prior to occupation for inspection and for the duration of the contract period. ECDC and Service Provider to agree on the date of inspection of the building after award
11.	Maintenance	✓ Day to day maintenance of the building including air conditioning, fire equipment, electricity, fumigation, plumbing is the responsibility of the Landlord ✓ Service Provider should propose the responsibilities of the Landlord around other maintenance issues

12.	Building Support Services	The following services must be available prior occupation for inspection. ECDC and Service Provider to agree on the date of inspection of the building after award • Water; • Electricity; • Sanitation; and Refuse removal service
13.	Lease Agreement	Draft lease agreement to be attached to the bid documents
14.	Occupation	01November 2025
15.	Space Allocation	Shop Requirements a. Shop floor (approximately 98 square meters) with 2 air conditioners and enclosed change room and air conditioner b. Enclosed storage area, (approximately 31.5 square meters) Separate from the shop floor space c. One closed office (minimum of 6 square meters) with air conditioning d. Kitchenette area, approximately 12 square meters

3.2 Reconfiguration and Tenant Fit Out requirements

The reconfiguration of the space and fitout will be the responsibility and **MUST** be completed by the Landlord prior the occupation of the building. The bidder is required to therefore include in their bid price the price to reconfigure and to tenant fitout as required below. **The reconfiguration and tenant fitout price to be fixed for the duration of the bid validity period.**

AREA	SIZE	DESCRIPTION
Shop Floor	98 square meters	1 x change rooms. Cubicle of a minimum of 1m X2m with sturdy lockable door (no curtain enclosed doorway) for privacy - Change room to have sufficient hooks for clothes and bags, - Lighting should be bright and even, mimicking natural daylight, - well-ventilated with good air circulation 2 x Air conditioner suitable for the size of the space
Storage Area	31.5 square meters	1 X partitioned, separate lockable storage room with lighting to fit 5 movable storage cabinets. (ECDC will provide the 5 movable storage cabinets)
1 x offices	6 square meters each	1 X partitioned lockable separate offices with air conditioner
Kitchenette	Approximately 12 square metres	Kitchenet: 1,5m x 3m kitchen cabinet with tap and sink, drawers and 2 x cabinets and 1 x plug point. Space to also fit a 120L bar Below is the current kitchenette bidder is to provide quality as per image below or equivalent 
Flooring	98 square meters	Flooring to suitable for clothing retail space
Paintwork		Fresh paint. Colours to be confirmed upon appointment
Security gate		Security gate at the door for access to the shop. Security gate to be remote controlled
Lighting		Main display area: 5 x hanging lights and 2 x LED Tube lights Kitchenet: 1 x Tube light Storeroom: 1 x Tube light Fitting room: 1 x Tube light Office: 1 x Tube light Passage: 2 x Tube lights

The Service Provider to provide ECDC five days after award the project plan (to be agreed with ECDC) on the tenant fitout, compliance certificates, Health and Safety requirements.

Where the Service Provider is not compliant by the agreed date, ECDC reserves the right to terminate the award and seek other accommodation or seek for storage of the contents of the Craft shop where the Service Provider will be responsible to pay for the costs eg storage fee costs or cost for accommodation while waiting for the completion of reconfigurations and tenant fitout.

Important Note

- Successful Bidder will be required to submit a performance guarantee within 7 days after award from a reputable financial institution for the reconfiguration and tenant fit out of the proposed retail space

1. RESPONSIBILITIES AND DUTIES

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

The service provider shall always faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services. The Services shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

2. OBLIGATION TO PERFORM AND SUB-CONTRACTING

The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

3. PERFORMANCE GUARANTEE –

Within seven (7) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount equating to the reconfiguration and tenant fit out cost.

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

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

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

A cashier's or certified cheque

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

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

4. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

5. ECDC FACILITIES

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

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

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

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

6. FORCE MAJEURE

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

7. WARRANTIES

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.

ECDC shall promptly notify the bidder in writing of any claims arising under this warranty.

Upon receipt of such notice, the bidder shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to ECDC.

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 (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.

9. INSURANCE

The service provider shall be fully insured in a freely convertible currency against loss or damage incidental to the service provided – public liability.

10. RESPONSIBILITY TO PERFORM.

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

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

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.

11. DURATION OF THE CONTRACT

It is anticipated that the appointment/lease agreement will be made during **01 December 2025** and the service provider will be expected to be available and start immediately as soon as an Agreement is signed.

The successful Bidder shall be required to complete and submit the signed lease agreement by mid to end January 2026.

The duration of the lease is for a period of three (3) years with an option to extend for up to a period of two (2) years

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.

Note: The award will be conditional on ECDC and the Bidder agrees on the terms and condition of the Lease Agreement. The Lease Agreement will incorporate the terms and conditions as submitted in the Bid Proposal.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier- liable to the imposition of penalties (penalties will equate to the amount ECDC's suffered due to delays caused by supplier), pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

13. TERMINATION FOR DEFAULT

The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser.
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

14. BREACH AND PENALTY

In the event of one or other party breaching this Agreement or failing to perform any of the terms conditions thereof and remaining in default notwithstanding written notice to comply within fourteen (14) days, calculated from the date of delivery of the notice, then and in that event, the party complaining of the breach or non-performance shall be entitled

to cancel the Agreement without prejudice to any other rights in terms hereof to recover damages arising from the breach.

15. DURATION OF THE CONTRACT

It is anticipated that the appointment will be made during **October 2025**. The service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed. The duration of the contract will be for a period of thirty-six months (36) commencing at the time of handing over the office.

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, except for any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.
- ✓ This is a risk commission-based contract therefore ECDC will reimburse the service provider in line with the pricing schedule and SLA.
- ✓ The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery of services note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed as agreed in the SLA for payment of invoices.
- ✓ Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- ✓ The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably 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.

17. VALUE ADDED TAX (VAT)

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

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

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

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

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

Legal Name of Bidder: (Same as CSD)			
Trading Name of Bidder: (Same as CSD)			
Registration Number (Same as CSD)			
Physical Address			
Postal Address			
Contact Person			
Title/Position in the Firm			
Mobile Number			
Bidder Telephone Number			
Facsimile Number			
Email Address of Contact Person			
Email Address of Bidder			
VAT Registration Number (Same as CSD)			
Central Supplier Database Number	MAAA		
Are the Accredited Representative in South Africa for the Goods /Services/Works Offered?	☐ Yes ☐ No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	☐ Yes ☐ No (If yes, answer the questionnaire Below)

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the Entity a resident of the Republic of South Africa (RSA)	☐ Yes ☐ No
Does the Entity have a branch in the RSA?	☐ Yes ☐ No
Does the Entity have a permanent establishment in the RSA?	☐ Yes ☐ No

Does the Entity have any source of income in the RSA	☐ Yes ☐ No
If the answer is “No” to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register	

VERY IMPORTANT

Directors/Employees in the Service of State
Bids from persons in the service of the state, or companies with directors who are persons in the service of the state, **WILL NOT** be considered doing business with the state as stated below:

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

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS 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: PROPERTY INFORMATION

Failure to complete this annexure or submit information contained in this annexure elsewhere may lead to the being disqualified

Physical address and Stand number,	
Details of all partners to the offer,	
If multi tenants provide names and details of business (The other tenants should not cause reputational harm to ECDC. Where the other tenants in the complex or retail area may cause or may seem to cause reputational harm to ECDC, ECDC reserves the right not to consider the proposed retail space and not to evaluate the Bid further) The Bidder can attach more information if the Annexure does not provide enough space.	1. Name of Tenant Details of Business of the Tenant 2. Name of Tenant Details of Business of the Tenant 3. Name of Tenant Details of Business of the Tenant 4. Name of Tenant Details of Business of the Tenant

Annexure C: Declaration form for some Minimum Technical Requirement

This Declaration form does not cover all the Minimum Technical Requirement. Service Provider is required to submit Minimum Technical Requirements as required

Failure to complete this annexure or submit information contained in this annexure elsewhere may lead to the being disqualified

	Answer
Property Size What is the proposed Gross Rentable Area	a)
Proposed Craft Shop Space suitable for the intended use a) Is the proposed space suitable for the intended use? b) Is the proposed space in an appropriate shape and commercial retail location? c) Can the proposed space accommodate the required craft shop space needs d) Does the proposed space have enough ventilation? The Bidder will be required to install 2 X air conditioners. e) Is the proposed area visible to customers walking /driving around the retail area. f) Is the proposed space's shop front glass for setting of displays that is visible from the shopping complex where the customers are moving around for potential customers to see the display inside the shop g) Does the proposed space have available ablution facilities for customers and ECDC workers to be provided for free. h) Can the ablution facilities accommodate people with physical disabilities and mobility impairments and use in and are they built in accordance with the National Building Regulation and Building Standards Act. i) Does the proposed craft shop have the minimum required parking? The proposed space must have at least 10 parking spaces for ECDC Craft Shop customers which can also accommodate minibuses for groups and at least 1 parking bay that will be able to accommodate physically challenged people in accordance with National Building Regulation and Building Standards Act. j) Are the parking bays on-site (in the same yard of the proposed retail area)	a) b) c) d) e) f) g) h) i) j)

Access for people with physical disabilities and mobility impairments

Tabulate all existing provisions made for physically challenged People

- a)** Are there ramps that provide access to the shop floor area? Is there access for people with physical disabilities and mobility impairments from the car park to the shop floor?

If no please explain why there no ramps

a)

- b)** Are there available ablution facilities that are able to accommodate individuals with physical disabilities and/or mobility impairments and are they in accordance with National Building Regulation and Building Standards Act.

b)

- c)** Is there a designated parking for physically challenged people?

If no explain

c)

d) Other Provisions

Property Location a) Is the proposed property space must be in East London, in areas around the Beacon Bay, Vincent, Berea, Nahoon. b) Is Public Transport accessible within 300 -500m away from the shop or retail gate? c) Is the proposed retail space in an established retail complex/retail environment? d) Is the proposed craft shop standalone? e) Is the proposed space in an established retail complex/environment and is the property not a standalone If it is a standalone, why do you say that it is in a retail environment and safe? f) Are there already other existing retailers present (ECDC should not be the only tenant in the retail space). g) Is the proposed space in a retail complex where it has been operating for more than 5 years? h) Do the other tenants in the complex/nearby go against ECDC's mandate and will they cause reputational harm from ECDC? i) Is the proposed retail premises in an area where it is fairly safe?	a) b) c) d) e) f) g) h) i)
Ablution Facilities a) Are the Ablution facilities housed in the proposed retail premises? b) Does the proposed craft shop space have separate ablution facilities for female and male? c) Are there ablution facilities that can accommodate people with physical disabilities and mobility impairments	a) b) c)
Power Supply, Technology and Communication a) Is the Power supply connected and distributed throughout the building? b) Does the proposed space have backup power supply? c) Is there Provision for telecommunication lines within the building?	a) b) c)

Health and Safety on Fire Equipment What are the Firefighting equipment available in the proposed building? a) Fire extinguishers, b) Fire hoses, c) Fire escape doors d) Smoke detectors e) Other? If not what is your plan in making the building complaint? 	a) b) c) d) e)
Shop Floor What is the size of the Shop Floor	a)
Change Room What is the size of the Change Room	a)
Store Room What is the size of the Storeroom	a)
Kitchenette Area What is the size of the Kitchenette area	a)
Offices a) Size of Office 1 b) Size of Office 2	a) b)

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

SIGNATURE OF DELEGATED AUTHORITY (Attach Delegation)		DATE	
--	--	--------------------	--

Annexure D: 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:

PROVISION OF RENTABLE RETAIL SPACE FOR EASTERN CAPE CRAFT COLLECTION SHOP IN EAST LONDON FOR A PERIOD OF THREE (3) YEARS

Bid No: ECDC/ELN/420/092025

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.

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 **Pricing Schedule (Summary Page)**

R (in figures)

.....

.....

Rand (in words)

Note:

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

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)		
Company or close corporation: And: whose registration number is: And: whose income tax reference number is:		
Trading under the name and style of:		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A 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 <i>domicilliumcitandi et executandi</i> 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 E: Pricing Schedule Services

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

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. Which include the reconfiguration and tenant fit out

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 180 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 RETURN THE PRICING SCHEDULE IN YOUR PROPOSAL WILL RESULT IN YOU PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION

Craft Shop Space Rental	Total Square meters Gross Rentable Area required by ECDC between 160 m²- 180 m²					
		Rate/m2 (Vat Excl)	Monthly Costs (VAT Excl)	YEAR 1 (VAT Excl)	YEAR 2 (VAT Excl)	YEAR 3 (VAT Excl)
	m2					
Craft Shop Space size available	m2					
Costs for Space Rental	m2	R	R	R	R	R
Percentage escalation					%	%
Total Costs for Craft Shop Space Rental			R	R	R	R

Operating costs					
Breakdown of operating costs:					
1.	Rates and Taxes excluding Water and Electricity (which variable)				
2.	Security				
3.	Parking				
4.	Other				
Total Costs for Operating cost		R	R	R	R



Reconfiguration and Tenant fit out cost: Price to be fixed and firm for the duration of the validity period	R
--	----------

Total for Craft Shop Space Rental for 3 years:	R
Total for Operating Costs for 3 years:	R
Reconfiguration and tenant fit out (Bidder to carry out the reconfiguration and tenant fit out as per scope of services above	R
Subtotal	R
VAT	R
TOTAL BID PRICE to be carried forward to the Offer	R

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

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

Bidder can attach supporting documents if space provided below is not sufficient for declaration

1. Purpose of the Form:

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

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

2. Bidder's Declaration

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

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

Full Name	Identity Number	Name of State institution

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

- If so, furnish particulars:

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

Bidders and their directors/shareholder/member/trustees etc. MUST declare ALL THE ENTITIES (companies) which they have an interest in, regardless of whether those companies are bidding for this contract or not, and

Bidders can check their CSD and the CIPC etc. for the companies the Bidders / directors / shareholders / members/trustees have interest in for declaration.

- If so, furnish particulars:

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4.** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 05 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

ANNEXURE G: STATEMENT OF CONSENT TO DATA PROCESSING

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

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

Identity number _____ (“the applicant”)

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

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

**SIGNATURE of the
DELEGATED AUTHORITY**

DATE

SBD 6.1: Complete in full and sign

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

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

1. GENERAL CONDITIONS

1.7 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.8 Principle applicable for this tender is:

2. The applicable preference point system for this tender is the **80/20** preference point system.

2.1 Points for this tender shall be awarded for:

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

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

CRITERIA	APPLICABLE POINTS
	Allocation where the lowest Bidder is between R1000 000 and R50 000 000
a) Price	80
b) Specific Goals	
• 51% and above black owned enterprise	10
• Eastern Cape Based Supplier	5
• 51 % and above women owned enterprises	3
• 51 % and above youth owned enterprises	2
Total points for Price and SPECIFIC GOALS	100

- 2.3 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.4 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

3. DEFINITIONS

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

1.1.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

2. POINTS AWARDED FOR SPECIFIC GOALS

- 2.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 2.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	APPLICABLE POINTS Allocation where the lowest Bidder is between R1000 000 and R50 000 000	Number of points claimed (80/20 system) Allocation where the lowest Bidder is between R1000 000 and R50 000 000 (To be completed by the tenderer)
a) Price	80	
b) Specific Goals		
• 51% and above black owned enterprise	10	
• Eastern Cape Based Supplier	5	
• 51% women owned enterprises	3	
• 51% youth owned enterprises	2	
Total points for Price and SPECIFIC GOALS	100	

ANNEXURE I: DECLARATION WITH REGARD TO COMPANY/FIRM

2.3 Name of company/firm.....

2.4 Company registration number:

2.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

2.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the

points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

National Treasury General Conditions of Contract will apply.