



CALL FOR BIDS

BID NO: ECDC /ELN/309/052021

BID SUBJECT: **PANEL FOR THE PROVISION OF DEBT
COLLECTION FOR A PERIOD OF 36 MONTHS**

Consisting of:
The Request for Services (Returnable) - This Document
Issued by: Prepared By

Eastern Cape Development Corporation
ECDC House, Ocean Terrace Park, Moore Street,
Quigney, East London.
Tel: 043 704 5600

BIDDER NAME :

CSD NUMBER:

CLOSING DATE:	04 JUNE 2021
CLOSING TIME:	12h00

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Board Members: Board Members: S Somdyala (Chairperson) • M Mama • N Dzulane (CEO) • D Majeke • T Buthelezi • B Koneti •

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

	include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Broad based black empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people.
Broad based black empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
D-uly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or

	decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees
Qualifying small entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment

Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid” above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

1. General information

1.1. Description of the bid content

Eastern Cape Development Corporation (ECDC) wishes to engage with Professionally Registered Debt Collectors to form a panel of registered debt collectors to assist with the collection of ECDC default loan and rental debt on a no-collect-no-fee basis.

1.2. Eligibility to bid

- a) Service Providers must ensure that all the required returnable documents and annexures are submitted together with this bid document, fully completed and signed as required in Table 1 below for mandatory returnable and Annexures.
- b) Bidder and/or Team Leader should be professionally registered on the Debt Collection Council

1.3. Estimated timeline

Activity		Date	Time
	Placing of Advert	11 May 2021	N/A
	Compulsory Briefing Meeting	<p>There will be no briefing meeting for any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention S Vanda.</p> <p>Bidders should send an email to ECDC Procurement at tenders@ecdc.co.za to register their interest in submitting</p> <p>Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za</p>	
	Last day of questions	28 May 2021	N/A
	Final date of submission of bids	04 June 2021	12h00 pm
	Bid Validity	6 months	

1.4. Compulsory Briefing Session

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

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

Very Important

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

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

1.5. Submission of Bid Documents

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

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

Bid Reference Number:	ECDC/ELN/309/052021
Project Name:	PANEL FOR THE PROVISION OF DEBT COLLECTION SERVICES FOR A PERIOD OF 36 MONTHS
Attention:	S VANDA
Delivered at:	ECDC HEAD OFFICE AT ECDC HOUSE, OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON.

IMPORTANT

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

- a) No alterations of the Bid Document will be allowed.**
- b) No correction fluid will be allowed. Corrections should be initialled.**
- c) One original duly signed (by authorised representative) and completed bid document MUST be submitted inclusive of the terms and conditions of this bid document.**

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

- d) No faxed, email, proposal/bid will be accepted. No late submissions will be eligible for consideration by ECDC.**
- e) The bid box is open on weekdays between 08h00am and 16h30pm.**

1.6. Preferential Procurement

This bid is not subject to the preferential procurement policy framework Act and the preferential procurement regulations, 2017 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time as it is a panel.

1.7. Evaluation Criteria

All proposals will be evaluated in 1 stage:

Stage 1	Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% out of (100%) for functionality to be considered for the panel.
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1.7.1 Bid Validity Period

Responses to this tender received from vendors will be valid for a period of 6 months counted from the closing date of the tender

1.7.2 Pre-Qualification Stage (Mandatory requirements)

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

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration 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 bidders status is under deregistration, 5 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified <p><u>Onus on the Service Provider</u> Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided. If Service Provider is not registered on CSD by the time of closing of the bid they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u> No quotations/bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state or close corporations with members in the service of the state.</p> <p><u>JV's and Consortium</u> Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	Yes	Yes
<p>2. Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).</p>	Yes	Yes

3.	<u>Certified</u> copy of current Valid Professional Registration with the Debt collector's council of South Africa.	Yes	Yes
4.	Annexure A – Supplier Information (SBD 1) (Completed and signed by the delegated authority)	Yes	Yes
5.	Annexure C - (SBD 4): Declaration of interest (bidder); (Signed and Completed by delegated authority)	Yes	Yes
6.	Annexure D – (SBD 8): Declaration of bidders past supply chain management practices; (Signed and Completed by delegated authority)	Yes	Yes
7.	Annexure E – (SBD 9): Certificate of independent Bid determination (Signed and Completed by delegated authority)	Yes	Yes
10.	Preference Point Claim in terms of the Preferential Procurement Regulations 2017	Yes	No
11.	<p>Attach a valid Original or Certified copy of valid original B-BBEE Certificate from an accredited verification agency or a valid Original or Certified Copy of valid B-BBEE Sworn Affidavit from a Commissioner of Oath.</p> <p>Failure to submit either the original or a certified copy of the original will result in awarding of 0 (zero) points preference points under BBEE. (A copy of a certified copy will not be accepted</p> <p><u>Note:</u></p> <p>A trust, consortium or joint venture must submit a consolidated Original or Certified Copy of B-BBEE Status Level Verification Certificate in order to qualify for points.</p>	Yes	No
	Register intention to Bid to ECDC	No	No
The following will be applicable to Joint Ventures/Consortium			
12.	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
13.	Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid OR Letter of Authority authorising individual from each member firm to sign Consortium/Joint Venture Agreement or Letter of intent to enter into an Agreement	Yes	Yes

14.	Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.	Yes	Yes
15.	Attach a valid Original or Certified copy of valid Original Consolidated B-BBEE Certificate from an accredited verification agency Failure to submit either the valid original or a certified copy of the valid original will result in awarding of 0 (zero) points preference points under BBEE. (A copy of a certified copy will not be accepted	No	No

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

1.7.3 Stage 1 – Functionality Evaluation Criteria

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 2 (Preferential procurement points).

CRITERIA FOR FUNCTIONALITY (100 points)			
1. SERVICE PROVIDER TO HAVE AN EASTERN CAPE FOOTPRINT			20
<u>Documents to be submitted for Scoring:</u> Proof address in form of Lease agreement, Municipal Account, Bank Statement, Valid BBEE Certificates, Valid BBEE - Sworn Affidavits or Telephone Accounts, Tax Clearance Certificate)			
A	0 office in Municipalities of the Eastern Cape		0
B	1-2 offices in Municipalities of the Eastern Cape		10
C	3 or more offices in the Municipalities of the Eastern Cape		20
2. EFFECTIVENESS AS A DEBT COLLECTOR			40
Service Provider to have a proven good (and above), collection rate from existing or previous clients.			
<u>Documents to be Submitted for Scoring:</u> Bidder to provide signed reference letters/ Completed and signed Annexure E from existing or previous client/s with contact details confirming whether the collection rate of the Bidder was Good or above being Good in order to be scored.			
A	2 reference letters with rating of good or above on collections		10
B	3 to 5 reference letters with rating of good or above on collections		20
C	More than 5 reference letters with rating of good or above on collections		40

CRITERIA FOR FUNCTIONALITY (100 points)**3. EXPERIENCE (25) – VALUE OF DEBT COLLECTION PORTFOLIO FOR COLLECTION****Documents to be Submitted for Scoring:**

Signed Reference/Confirmation Letters/Completed and signed Annexure E from existing or previous Client/s indicating the Size of the Bidders Debt Collection Portfolio

Value on the Reference/Confirmation Letters will be counted on an accumulative basis. The Signed Reference/Confirmation Letters should not be more than 5 years old (not older than the year 2015) .

A	Above R5Million debt portfolio	10	
B	R10Million to R50Million debt portfolio	15	
C	Above R50Million debt portfolio	25	
4. REGISTRATION WITH A CREDIT BUREAUX		15	
<u>Documents to be Submitted for Scoring:</u>			
Proof of registration with a recognised Credit Bureaux			
A	Not registered with recognised credit bureaux	0	
B	Registered and utilize 1 or more credit bureaux for data cleansing and tracing debtors	10	
C	Registered with credit bureaux for tracing and utilize the adverse listing as a collection tool	15	
TOTAL			100

- Only bids that have achieved the minimum qualifying score for functionality will be invited to accept the ECDC commission structure and be shortlisted to the panel. Failure to accept the commission structure will lead the Bidder being not sort listed to the panel
- All bids that fail to achieve the minimum score will be disqualified.
- The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100$$

Where: Ps - percentage scored for functionality by bid under consideration

So - Total score for bid under consideration

Ms – Maximum possible score

- The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.7.4 Stage 2 – Shortlisting

- Service Provider that have achieved a minimum of 60% on functionality evaluation will be invited to accept the ECDC commission structure and be shortlisted to the panel.
- Service Providers that do not accept the commission structure will not be shortlisted.

1.8. Alteration or withdrawal of Proposals

Interested Parties may withdraw their proposal by written notification before award

1.9 Costs for preparation of Proposals/presentations

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

1.10 Ownership of Proposals and presentations

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

1.11 Tax Clearance Certificate requirements

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

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **5 working days** will be granted for remedy, failing which the bidder will be disqualified.

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

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

ECDC will also monitor Tax Compliance of the Service Providers that have been shortlisted on the Panel and Tax Status will be verified prior the awarding of their task instruction

1.12 Confidentiality

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

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

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

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

1.13 Inventions Patent and Copy-Rights

- 1.13.1 The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.
- 1.13.2 Provide ECDC the sole and exclusive right to alter and adapt the work.
- 1.13.3 The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.14 Ethics

- 1.14.1 Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.
- 1.14.2 The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.15 Competition

- 1.15.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.15.2 In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.15.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.15.4 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.15.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.15.6 In this regard bidders are required to complete Certificate of Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.
- 1.15.7 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.
- 1.15.8 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a

period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.16 Cancellation of Bid Process

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

1.17 Signing of documentation

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

1.18 Contract award/Shortlisting

- 1.18.1 Where a service provider is appointed to the panel, ECDC does not guarantee that such service provider will receive a task instruction/s to perform services in accordance to the expression of interest/bid.
- 1.18.2 Service Providers will be notified of the short – listing and award in writing by the Procurement Department of ECDC
- 1.18.3 The final acceptance to be in the panel 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 shortlisted Service Provider, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Shortlisted Bidder.
- 1.18.4 As a guideline regarding the content of the service level agreement, the bidder/interested party is referred to the general conditions of contract of ECDC. The terms and conditions as agreed upon during the negotiations and as approved by the ECDC Delegated Authority will be included in the Service Level Agreement.
- 1.18.5 Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.
- 1.18.6 ECDC reserves the right to award task instruction/s to service providers according to each service provider's location, performance, capacity of the team and the availability.
- 1.18.7 The ECDC will not entertain any request of feedback before the final awarding of the contract.

1.19 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.20 Disclaimer

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

1.21 Contact and Communication

- 1.21.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 1.21.2 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.21.3 Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 1.21.4 All communication between the Bidder(s) and ECDC must be done in writing.

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

FRAUD HOTLINE

Deloitte Tip-offs

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

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

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

Free fax number: 0800 007 788

Toll free number: 0800 116 655

International toll free number: +2731 571 8913

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

SECTIONS C

TERMS OF REFERENCE / BID SPECIFICATIONS

ABOUT ECDC

VISION

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

MISSION

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

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

LEGISLATIVE MANDATE

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

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

1. Scope of Work

- a) The scope of work shall entail the collection of ECDC default loan and rental debt on a no-collect-no-fee basis.
- b) The allocation of work shall be specified and communicated through an Instruction Letter for Work Allocation document or communication to be any other form of written communication.
 - The panel of Debt Collection will be utilised on an *ad hoc* (“as and when required”) basis, issuing task instructions to Service Providers on the panel based on a rotational basis, capacity, location and performance of the shortlisted Service Provider.

2. Debt Collector’s Mandate

- 2.1. Unless specifically instructed otherwise and in writing when forwarding the original instruction in a particular matter to the Debt Collector, the Debt Collector shall have the following general rights
 - 2.1.1. To conduct electronic and/or physical searches in order to locate the debtor and/or to determine the debtor’s financial status and ability to repay the debt in installments or otherwise. All additional information acquired by the collector must be updated on the system.
 - 2.1.2. To cause debtors details to be published on the Information Trust Corporations database (ITC) or any similar database where legally entitled to do so.
 - 2.1.3. To negotiate and reach agreements with debtors on the manner of repayment of the debt, with prior approval from Creditor.
 - 2.1.4. To accept sureties or third parties for the repayment of the debt, and costs.
 - 2.1.5. To, at its sole discretion and own cost institute legal proceedings and/or continue with such legal proceedings already instituted, against any debtor for the recovery of the debt, which legal proceedings are not limited in any manner whatsoever.
 - 2.1.6. To appoint at its own cost law firms in consultation with the ECDC to process legal proceedings referred to in 2.5 above

- 2.1.7.** As a negotiation tool to induce a debtor to make payment of the debt, to waiver on behalf of the Creditor amounts payable by the debtor with prior written approval from the Creditor
- 2.2.** The Debt Collector shall at all times faithfully and timeously carry out and perform the debt collection services and shall use its best endeavours to properly conduct, improve, extend and develop the business of Creditor in the provision of such debt collection services.

3. Instructions

- 3.1.** The Creditor may from time to time instruct the Debt Collector to recover specific debts from specific debtors via electronic mail or in such other manner as is practical and conducive for the speedy collection of the handed over debt
- 3.2.** The debt recovery instructions to be handed over to the Debt Collector shall include, but not be limited to, the following categories of debt:
- 3.2.1.** Loan debt written off
 - 3.2.2.** Loan debt not written off
 - 3.2.3.** Rental debt, of evicted tenants, written off
 - 3.2.4.** Rental debt, of evicted tenants, not written off
 - 3.2.5.** 4.2.5 Rental debt, of tenants still in occupation
- 3.3.** All instructions are allocated to the Debt Collector by the Creditor on condition that:
- 3.3.1.** The Creditor is entitled to withdraw instructions from the Debt Collector should the Debt Collector not meet the performance criteria set out herein below
 - 3.3.2.** Should an instruction be allocated to the Debt Collector due to an administrative error or oversight on the part of the Creditor in that the capital is in fact not legally due and payable by the debtor, Creditor shall be entitled to withdraw such instruction upon notice containing reasonable grounds for such withdrawal being given

4. Performance Criteria

- 4.1.** All instructions shall be allocated to the Debt Collector for an initial period of 60 days and should no material progress be made in a matter during the initial 60 day period, Creditor shall be entitled to either:
- 4.1.1.** Extend the period at its sole discretion; or
 - 4.1.2.** Withdraw the instruction from the Debt Collector; or
 - 4.1.3.** Request a detailed report setting out the status of the matter and the reasons for the absence of material progress
- 4.2.** Should reasonable grounds exist why material progress was not made or should there be an indication of material progress being made within reasonable time, Creditor shall extend the mandate of the Debt Collector for a period of a further 30 day period or such longer period as is reasonable.
- 4.3.** Material progress shall mean that either a payment has been made on the account or an undertaking has been obtained from the debtor or a third party paying on behalf of the debtor that payment shall be made within a period which is reasonable under the circumstances or a dispute has been lodged by the Debtor, which dispute the Debt Collector is attempting to resolve.
- 4.4.** Once a matter is activated by actual payment in instalments or otherwise being received, the mandate shall endure until such time as the payments are discontinued by the debtor or until such time that the

relationship is terminated as will be stipulated in a contractual agreement between the ECDC and the Debt Collector.

- 4.5. In instances where a Debt Collector has caused legal action to be instituted against a debtor and service of summons has been effected and/or where an order for the payment of the debt in instalments or otherwise has been obtained, the Debt Collectors mandate shall endure until the debt has been paid in full with the proviso that should it become apparent that, for whatever reason, the likelihood of recovery of the debt or portion thereof has diminished to the extent that the debt is considered unrecoverable, the Creditor may terminate the Debt Collector's mandate or extend the mandate on suitable and reasonable conditions.

5. Commission Structure

- 5.1. The Debt Collector shall be entitled to payment of the following commission on all money successfully recovered from handed over debtors:

CATEGORY ACCORDING TO AGE	COMMISSION PAYABLE
Loan Debt - 90 to 729 days	20%
Loan Debt — 730 days and older	30%
Rental Debt - 90 to 729 days	20%
Rental Debt — 730 days and older	30%
Written off Debt	50%

- 5.2. The Debt Collector shall only be entitled to commission in the event of the handed over debtor and/or its sureties and/or any third party paying on behalf of the handed over debtor, making payments on their account/s.
- 5.3. It is specifically recorded that unless authorized in writing by the Creditor, the Debt Collector shall not claim any costs from the debtor before or after the debt has been paid.
- 5.4. The Creditor shall inform the Debt Collector of all direct deposits pertaining to matters within the Debt Collectors' portfolio received during a particular month, by no later than the 7th working day of the following month.
- 5.5. The Debt Collector must submit an invoice accompanied with a remittance advice, to the Creditor for such commission as may be payable by the Creditor to the Debt Collector on or before the 10th working day of the month following the month in respect of which the commission is invoiced.
- 5.6. Invoices submitted by the Debt Collector for payment shall detail the nature of the debt, the category of debt, the ageing and percentage collection commission charged.
- 5.7. The Commission payable above shall be inclusive of all legal and related costs which the Debt Collector may incur in recovering the debt from the handed over debtors. The Creditor shall in no way be liable for such costs.
- 5.8. It is specifically recorded that the Debt Collector accept the risk that should it be unable to recover the debt for any reason that the Debt Collector and any agent instructed by the Debt Collector shall have no claim for any fees and/or disbursements against the Creditor.
- 5.9. As from the date upon which a matter is withdrawn from the Debt Collector the Debt Collector shall have no right to claim any commission on that account.

6. Anti-dumping and countervailing duties and rights

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

7. ECDC facilities

- 7.1.** Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.
- 7.2.** The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:
- 7.2.1.** Abide by the health, safety and security measures as prescribed by ECDC from time to time;
 - 7.2.2.** To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

8. Force majeure

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

9. Responsibility to perform

- 9.1.** Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract.
- 9.2.** If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 9.3.** ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.
- 9.4.** A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.
- 9.5.** ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

9.6. ECDC may also consider termination of the contract.

10. Duration of the contract

10.1 It is anticipated that the appointment/shortlisting will be made during **July 2021** which will result in the signing of a Service Level Agreements with the panel service providers.

10.2 **The Panel of Debt Collection will be for a period of 36 (thirty six) months .**

10.3 Upon any delay beyond the delivery period in the case of provision of works as per a works order (task instruction), ECDC shall, without cancelling the contract, be entitled to reallocate the works order (task instruction) to another service provider and to place the name of the service provider that has not delivered on time at the bottom of the list for rotation or cancel the contract

10.4 Work may only be commence by service providers acknowledgement of receipt of a written task instruction by ECDC .

11. Payments and tax

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

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

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

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

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

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

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

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

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

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		
B-BBEE STATUS VERIFICATION			
Very Important: (Attach B-BBBEE Status Verification from Accredited Service Provider or B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)			
Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
Is the Entity a resident of the Republic of South Africa (RSA)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have any source of income in the RSA		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register			
<u>VERY IMPORTANT</u> NO QUOTATIONS/BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.			

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR 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: LOCATION

1	Where is the Bidder's main office?	
	Alternative Office Location 1 Address	
	Alternative Office Location 2 Address	
	Alternative Office Location 3 Address	
	Alternative Office Location 4 Address	
	Alternative Office Location 5 Address	
	Alternative Office Location 6 Address	

Note: Bidder to attach proof of location by submitting Municipal Account, Telephone Account, Lease Agreement, Tax Clearance ; Bank Statement, Valid BBBEE Certificates, Valid BBBEE - Sworn Affidavits

During the Contract the Service Provider will be allowed to add an area of operation where there is proof that they have offices in that area.

Annexure C: Declaration of interest (SBD4)

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

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

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

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

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

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

2.1. Full Name of Bidder:.....

2.2 Name of the Bidder's representative:

2.3 Identity Number:

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

2.5 Company Registration Number:

2.6 Tax Reference Number:

2.7 VAT Registration Number:

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

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.8. Are you or any person connected with the bidder presently employed by the state?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.8.1. If yes furnish the following details:	
<ul style="list-style-type: none"> Name of person / director / trustee / shareholder/ member: 	
<ul style="list-style-type: none"> Name of state institution at which you or the person is connected to the bidder is employed : 	
<ul style="list-style-type: none"> Position occupied in the said institution: 	
Any other particulars:	
2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If so, furnish particulars: 	
2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If so, furnish particulars: 	
2.11. Are you, or any person connected with the bidder aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If so, furnish particulars: 	
2.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> If so, furnish particulars 	

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

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

SIGNATURE OF BIDDER		DATE	
----------------------------	--	-------------	--

DECLARATION

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

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

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

.....
Signature by delegated Authority

.....
Date

.....
Position

.....
Name of Representative

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

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

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

Abuse of the supply chain management system.

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

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

failed to perform on any previous contract.

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

Have you (bidder and directors) been listed on the National Treasury's Database of Restricted Bidders as companies or persons prohibited from doing business with the public sector?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If so, furnish particulars:

Have you (bidder or any of directors) been listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If so, furnish particulars:

Have you (bidder or any of the directors) convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

If so, furnish particulars:

Was any contract between you (the bidder) and any organ of state including ECDC terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

If so, furnish particulars:

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

cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; forward the matter for criminal prosecution

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
--	--	-------------	--

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

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

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

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

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

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

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

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

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

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

prices;

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

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

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

The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**SIGNATURE of the DELEGATED
AUTHORITY**
(Attach Delegation of Authority)

DATE



ANNEXURE F: CLIENT REFERENCE FOR DEBT COLLECTION PANEL

- The Bidder should submit this form for their Client to complete and sign as Client Reference for Debt Collection
- ECDC will not give scores for uncompleted forms.
- The reference to please provide a score (poor, fair, good, very good, excellent, and comment on the contractor's performance on the listed project.

To be completed and signed by the Client

Company Name of Bidder:	
Client Name	
Services Provided by the Bidder	
Value of Debt Collection Portfolio allocated to the Bidder	R

Note:

Client to also complete and sign the performance evaluation on page 33 of this Bid or this Client Reference will not be accepted.

I..... being the delegated person of the Client declare that the information provided is correct.

SIGNATURE		DATE	
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PERFORMANCE EVALUATION

Please **score by ticking** the appropriate box below and comment on the attributes listed below

To be completed and signed by the Client

Description / Performance	Poor (1)	Fair (2)	Good (3)	Very Good (4)	Excellent (5)
1. Effectiveness of Debt Collector's – How was the Debt Collectors Collection Rate					
2. Time Performance					
3. Reporting					

Comment:

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I..... being the delegated person of the Client declare that the information provided is correct.

SIGNATURE		DATE	
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Referee Name:

Designation:

Email Address:

Tel:

Company/Client Stamp: (If Applicable)