



EASTERN CAPE
DEVELOPMENT
CORPORATION

INVITATION TO TENDER

BID NO: ECDC/ELN/198/022020

	Compulsory Briefing Meeting	Closing Date/Time
Panel Of Valuers For Valuation Of ECDC Assets	<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>Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za</p>	<p>Date: 31 March 2020 Time: 12:00</p>

BID DOCUMENT ACCESS

The full details of the advert and bid document will be available for free download from the ECDC website (www.ecdc.co.za) under tenders from **Wednesday, 11 March 2020**

All enquiries related to this tender must be directed to Supply Chain Management in writing and addressed to: **Contact Person: Ms. S. Vanda at tenders@ecdc.co.za**

BID SUBMISSION

All bids to be submitted in the following address: ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London



CALL FOR BIDS

BID NO: ECDC/ELN/198/022020

BID SUBJECT: PANEL OF VALUERS FOR VALUATION OF ECDC ASSETS

**Consisting Of:
The Request for Proposals (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

Eastern Cape Development Corporation

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

Tel: 043 704 5600

BIDDER NAME :

CSD NUMBER:

CLOSING DATE:	31 March 2020
CLOSING TIME:	12h00

.....
Head office: EAST LONDON T: (+27) 043 704 5600 • PORT ELIZABETH T: (+27) 041 373 8260 • QUEENSTOWN T: (+27) 045 838 1910
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Board Members: *Ms N Siwahla-Madiba (Chairperson) • Mr S Somdyala (Deputy-Chairperson) Mr N Dzulane (CEO) Ms T Buthelezi • Mr M Damane • Mr M Jordan • Mr A Ncobo • Ms N Pietersen • Adv M Sishuba • Mr S Thobela*

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www.ecdc.co.za

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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
CSD	Central Supplier Database for the South African Government
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	The written Agreement entered into between each panel service provider and ECDC, as recorded in the contract form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and as amended from time to time.
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 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 an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and as amended from time to time.
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, through this Bid, engage competent, suitably qualified and professionally registered Property Valuers to be shortlisted for the Panel of Valuers to assist, *inter alia*, in the provision of the following services:

- Estimate the market value of ECDC's assets in which ECDC has an interest and/or right/s (property, plant and equipment, vacant land, commercial, industrial and residential properties);
- Recommend a market related monthly rental for property valued (Rental Estimate);
- Calculation of square meters of property area;
- Assist in lodging objections in respect of Municipal Valuation roll for rates purposes where ECDC properties have been over – valued; and
- Provide replacement value for ECDC's insurance purposes.

The Service Provider should have an office in one of the following areas. Should the Service Provider have an office outside the one of the areas listed below the base point for counting km will be East London Office or their office depending which is closer to the Properties to be evaluated.

The properties are situated in the following areas

- ✓ Buffalo City Municipality
- ✓ Amatole District Municipality
- ✓ Enoch Mgijima Municipality
- ✓ Mquma Municipality
- ✓ King Sabata Dalindyebo
- ✓ OR Tambo District Municipality
- ✓ Mzimkhulu
- ✓ Kokstad

The panel will be utilised on an *ad hoc* ("as and when required") basis, issuing task instructions to Service Providers on the panel.

The panel will be valid for a period of 36 months.

1.2 Eligibility to Bid /Minimum Requirements

- Only Service Providers who have resources that are duly registered with the South African Council for the Property Valuers Profession (SACPVP) will be considered.
- Team Leader to be registered as a Professional Valuer or Unrestricted Professional Associated Valuer with the South African Council for the Property Valuer (Submit Certified Copy of valid registration).

1.3 Estimated timeline

Activity	Date	Time
Placing of Advert	09 March 2020	N/A
Compulsory Briefing	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. Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za	
Final date of submission proposals	31 March 2020	12h00

1.4 Compulsory Briefing Session

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.

Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za

1.5 Submission of Bid Documents

The entire bid document together with any attachment, annexures must be placed in sealed envelopes labelled clearly as follows:

Bid Reference Number: **ECDC/ELN/198/022020**

Project Name: **PANEL OF VALUERS FOR VALUATION OF ECDC ASSETS**

Attention: **S VANDA**

Delivered at: **ECDC Head Office at ECDC House,
Ocean Terrace Park, Moore Street,
Quigney, East London, 5201**

All bid documents are to be **completed in permanent ink** and placed in the Bid Box on or before the final date and time of submission of proposals as indicated above.

Important: The Bid Document should not be submitted as loose pages or pages stapled in sections. The Bid Document must be **BOUND TOGETHER**. ECDC will not be held responsible for pages that go missing during evaluation where the Bid document was not bound together.

NO ALTERATIONS OF THE BID DOCUMENT WILL BE ALLOWED.

One firmly bound original duly signed (**by authorised representative**) bid document and one (1) soft copy (**PDF Copy of the original** duly signed Bid Document) inclusive of these terms and conditions of the original bid document are required to be submitted.

No faxed proposal/bid or proposals/bids sent via e-mail will be accepted. No late submissions will be eligible for consideration by ECDC.

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

1.6 Preferential Procurement

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2017 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

1.7 Evaluation Criteria

All proposals shall be evaluated as follows

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 1	Involves an evaluation of functionality only – The proposals scoring a minimum of 60% for functionality points will be short listed and will be invited to participate in the next phase of the procurement process (negotiating standard rates and conditions of contract for the Panel of Valuers for the duration of 36 months). Submissions scoring less than 60% will be deemed to be non-responsive. ECDC reserves the right to limit the number of service providers on the panel.

1.7.1 Pre-Qualification Stage

Bidders must meet the following Mandatory Tender Returnables in order to be evaluated for stage 1

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration (to be active) including details of directorship and membership, • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified <p>1. <u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u></p> <p>No quotations/bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state or close corporations with members in the service of the state.</p> <p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">Yes</p>

	Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status. <p>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.</p>	Yes	No
3.	<p>Valid Professional Registration Certificate for the Team Leader (Team Leader to be either a Professional Valuer or Unrestricted Professional Associated Valuer) from the South African Council for the Property Valuers Profession.</p> <p>Note: ECDC reserves the right to verify the validity of the registration with the SACPVP as at the time of the closing date of bid and during the validity period of the bid.</p>	Yes	Yes
4. 6.	<p>Letter of Authority should be submitted authorising the individual to sign on behalf of the bidder if</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the individual completing the bid document.</p>	Yes	Yes
5.	Annexure A – Supplier Information (Completed and Signed by the delegated Authority)	Yes	Yes
6.	Annexure D – Rates Pricing Schedule for Services (Completed and signed by a delegated authority)	Yes	No
7.	Annexure E - Declaration of Interest: (Completed and signed by a delegated authority)	Yes	Yes
8.	Annexure F – Declaration of bidders' past supply chain management practices (Completed and signed by a delegated authority)	Yes	Yes
9.	Annexure G – Certificate of independent bid determination (Completed and signed by a delegated authority)	Yes	Yes

	Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
10.	<p>Attach an original or Certified copy of original B-BBEE Certificate from an accredited verification agency or an Original or Certified Copy of B-BBEE Sworn Affidavit from a Commissioner of Oath. 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>Note: Submit Combined Original or Certified original copy B-BBEE certificate for Consortium/Joint Ventures from an accredited verification agency.</p>	No	No
11.	Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm for this Bid, (if applicable).	Yes	Yes
12.	Letter of Authority of Signatory from each member firm and signed by all directors of each member firm, where bidder is in the form of a JV / Consortium; (If Applicable)	Yes	Yes
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, If Applicable.	Yes	Yes

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

1.7.2 Stage 1 – Functionality Evaluation Criteria

This stage involves the evaluation of Functionality only – At this stage Bidders must score a minimum percentage of 60% for functionality (services) in order for them to be shortlisted for invitation to participate in the next procurement process (negotiate standard rates and conditions of contract for the Panel of Valuers for the durations of 36 months).

Submissions scoring less than 60% will be deemed to be non-responsive.

CRITERIA FOR FUNCTIONALITY			
Capacity			
Human Resources			
	<p>Skill mix of the team</p> <p>Bidder to provide Organogram of the team to be utilised for this project with roles and responsibilities of each team member. (Team Leader to be a Professional Valuer or Unrestricted Professional Associated Valuer, registered with SACPVP.</p> <p>Points Allocation:</p> <p>Points will be awarded for the Team Leader, either Professional Valuer or Unrestricted Professional Associated Valuer. Additional points will be awarded if the Bidder has a Candidate Valuer for mentorship in their Team (Submit proof of Valid Candidate Valuer Registration) .</p> <p>Submit <u>Registration Certificates</u> with SACPVP:</p> <p>Points:</p> <p>Professional Valuer = 13 points Unrestricted Professional Associated Valuer = 10 points Candidate Valuer = 2 points (additional points to be scored)</p> <p>Note if Service Provider has more than one resource in that category i.e. Professional/Professional Associated/Candidate Valuer (Points will be averaged for that Category)</p>	15	15
Qualifications (Attach <u>certified copy</u> of original qualification certificate as proof): The highest qualification will be used to allocate points.			
a	Masters relevant to valuations e.g. M Prop or MSC Property Studies/Real Estate	10	10
b	Honours relevant to valuations e.g. Honours in Property Studies or Real Estate	8	
c	Degree relevant valuations e.g. BSC Property Studies or B. Com Real Estate	6	
d	National Diploma relevant to valuations e.g. Property Valuation/Real Estate (Property Valuation)	4	
Experience & Track Record			
	Years of Experience - Team Leader experience in property valuation post Professional Registration. Attach comprehensive CV with years of experience, contactable references and copy of Professional Registration)	15	
a	More than 10 years	15	
b	8-10 years	10	
c	6-7 years	8	
d	3-5 years	6	
e	1-2 years	4	

Track Record Provide signed reference letters with contact details of similar projects/works completed. Points will be allocated per reference letter. Allocation of points will be scored if Reference letters are signed, with contact details, and the client has indicated that the Bidder carried out the service satisfactorily/good or more		15	30
a	3 similar projects and above (3 signed reference letters by client with their contact details)	15	
b	2 similar projects (2 signed reference letters by client with their contact details)	10	
c	1 similar project (1 signed reference letter by client with their contact details)	5	
Locality			
Bidder to have offices/branch office in the one of the Municipalities (Company profile to clearly indicate the location of offices/branches)			15
<ul style="list-style-type: none"> ○ Bidder's Office/Branch Office to be in one of the Municipalities listed below = 15 points ○ Bidder's Office/Branch office Based elsewhere in the Eastern Cape = 12 points, or ○ Based outside Eastern Cape = 0 points. <p>Properties are situated in the following Municipalities</p> <ul style="list-style-type: none"> ✓ Buffalo City Municipality ✓ Amatole District Municipality ✓ Enoch Mgijima Municipality ✓ Mquma Municipality ✓ King Sabata Dalindyebo ✓ OR Tambo District Municipality ✓ Mzimkhulu ✓ Kokstad <p>Points Allocation: (Submit Company Profile indicating the location of the office/branch office or Complete Annexure A, Signed valid Lease Agreement/Tax Clearance Certificate/ Utility Account indicating physical address of company office/branches). ECDC reserves the right to verify the correctness of the information supplied. Should it be found that the information supplied is incorrect, the Service Provider will be disqualified.</p>			
Total Points			70

1.7.2.1 Only proposals that have achieved the minimum qualifying score for functionality will be shortlisted to be part of the panel of service provider.

1.7.2.2 All proposals that fail to achieve the minimum score will be disqualified.

1.7.2.3 The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

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

Ps = percentage scored for functionality by proposal under consideration

So = Total score for proposal under consideration

Ms = Maximum possible score

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

1.8 Alteration or withdrawal of Proposals

Interested Parties may withdraw their proposal by written notification before the Bid Award

1.9 Costs for preparation of proposals/presentations

The costs incurred by interested parties in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the interested party 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, 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

1.12 Confidentiality

1.12.1 The entire process of call for expression of interest/ bid/quotation 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 service provider 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/Interest or Quotations will lead to the rejection of its bid/quotation/proposal/interest in its entirety.
- 1.14.2 The interested service provider must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.15 Competition

- 1.15.1 Bidders/interested service providers 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/interested service provider 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/interested service provider have reason to believe that competition issues may arise from any submission of a response to this bid/expression of interest 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 bid/ expression of interest.
- 1.15.6 In this regard bidders/interested service providers are required to complete Annexure J, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals/expression of interest/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
- 1.15.9 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 Expression of Interest/Bidding 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/Expression of Interest. The publication of the bid/expression of interest does not commit the ECDC to appoint any of the qualifying Bidders.

1.17 Negotiations of Standard Rate

In terms of this bid evaluation process short-listed bidders/interested parties will be invited to participate in the negotiation of standard rates for all panel members. This will entail the bidder/interested party being invited to a venue as determined by the Negotiation Committee. All transport and accommodation costs incurred by the bidder/interested party will be for the bidder's account and will not be reimbursed in any way. Failure to attend the scheduled negotiation meeting will lead to immediate disqualification from the bid process.

1.18 Contract Award/Shortlisting

- 1.18.1 ECDC reserves the right to limit the number of service providers on the panel.
- 1.18.2 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 this Bid.
- 1.18.3 Service providers will be notified of the short-listing and award in writing by the Procurement Department of ECDC.
- 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 ECDC reserves the right to award task instruction/s to service providers according to each service provider's location, area/s of capability of the team members, capacity of the team and the availability.
- 1.18.6 Until such time that an appropriate contract has been concluded in writing between the ECDC and the successful Service Provider, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this Bid/proposal/expression of interest.
- 1.18.7 The ECDC will not entertain any request for feedback before the final awarding of the contract.

1.19 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.

1.20 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

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

1.21.2 Interested service providers 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.

1.21.3 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 EOI document or at any Compulsory briefing session

1.21.4 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 EOI request.

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

1.21.6 The aggregate liability of the interested service provider 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

1.22.1 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.

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

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	Siyabulela Vanda
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: Freepost KZN 138, Umhlanga Rocks, 4320

Free fax number: 0800 007 788

Toll free number: 0800 116 655

International toll free number: +2731 571 8913

- 1.22.4 Where Service Providers want to report any fraudulent activity/ies they should report to the following
- 1.22.5 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.
- 1.22.6 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).
- 1.22.7 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.
- 1.22.8 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.

1. Background (To the Project)

The Eastern Cape Development Corporation (ECDC) is a wholly owned entity of the Eastern Cape Provincial Department of Economic Development, Environmental Affairs and Tourism. It is the official Economic Development Agency of the Eastern Cape Province.

ECDC operates from its head office located in East London and extends its operational activities through four regional offices in Port Elizabeth, Queenstown, Mthatha and East London (which includes King Williams Town). The properties to be evaluated are allocated in the following municipalities:

- Buffalo City Municipality
- Amatole District Municipality
- Enoch Mgijima Municipality
- Mquma Municipality
- King Sabata Dalindyebo
- OR Tambo District Municipality
- Mzimkhulu
- Kokstad

ECDC requires the valuation of its Assets in which ECDC has a right/s and/or interest as collateral.

1. Scope of Services Required

ECDC requires Professional Valuer/s or Unrestricted Professional Associated Valuer/s who are interested to be part of the Panel of Professional Valuers to assist with the scope of work below. Shortlisted service providers will be issued task instructions on an "as and when required" basis.

Valuations to be conducted include but are not limited to the following regions:

- Buffalo City Municipality
- Amatole District Municipality
- Enoch Mgijima Municipality
- Mquma Municipality
- King Sabata Dalindyebo
- OR Tambo District Municipality
- Mzimkhulu
- Kokstad

- 1.1 Estimate the market value of ECDC property (vacant land, commercial and residential properties)
- 1.2 Provide ECDC with a Valuation Report of property valued within the specific allocated time frame
- 1.3 Recommend a monthly rental for property valued (Rental estimate), where applicable
- 1.4 Estimate square meters of properties
- 1.5 Assist in lodging objections in respect of Municipal Valuation roll for rates purposes where ECDC properties have been over-valued
- 1.6 Provide replacement value for insurance purposes

1.7 Minimum Content of Valuation Report

While it is not necessary to provide a lengthy narrative in all valuation reports, the following minimum information may be required depending on the property type, and the requirements of ECDC as per task instruction:

- 1.7.1 Basis of valuation method used;
- 1.7.2 Title Deed Details – Title Deed number. A copy of the original title deed or commercial properties and industrial properties where available is preferred otherwise an Aktex or Windeed summary to be attached
- 1.7.3 Diagrams of the property;
- 1.7.4 GPS Co-ordinates of the property;
- 1.7.5 Erf Number and address of the property;
- 1.7.6 Market overview of the area concerned – including comparable sales, comparable market rentals per/m² if available;
- 1.7.7 Extent of land and of improvements;
- 1.7.8 Number and types of rooms in respect of improvements;
- 1.7.9 Municipal valuation;
- 1.7.10 Estimated replacement value for ECDC's insurance purposes;
- 1.7.11 Market value;
- 1.7.12 Method of valuations;
- 1.7.13 Area map;
- 1.7.14 Extract of SG Diagrams;
- 1.7.15 Functional Performance Standard: State of repair / Condition of property / unit (Dated photographs of all major areas of the property and individual units within multi-tenanted properties); (Refer Table A, pertaining to the classification method),
- 1.7.16 Accessibility rating (Refer Table B, pertaining to the classification method),
- 1.7.17 User conditional rating (Refer Table C)
- 1.7.18 For multi-tenanted properties, provide possible sectional title values;
- 1.7.19 Date of inspection;
- 1.7.20 Effective date of the valuation; and
- 1.7.21 Any other important and relevant information.

REFER 2.7.15 Above

TABLE A: Required Performance Standard

The required performance rating is allocated in accordance with the function that the accommodation is required to perform. The table below can be used to determine the required performance rating for each asset.

Table A

Rating	Performance Standard
P1	Highly sensitive function with critical results (Hospital/theatre/water treatment) or high profile building
P2	Business operations requiring good public presentation and high-quality working environments e.g. office accommodation
P3	Functionality focused accommodation at utility level e.g, school, residential accommodation, manufacturing
P4	Providing essential support only, with no critical operational role (e.g. storage) or accommodation has limited life
P5	Functions have ceased and accommodation is dormant, pending relinquishment

TABLE B: Accessibility Rating

The accessibility rating provides an indication of the accommodation's physical location in relation to service delivery objectives (best use and zoning). This includes where the accommodation is (address) as well as the accessibility of the accommodation to the general public, or members that have to conduct their business at the accommodation.

Table B

Rating	Performance Standard
A5	Location fully supports service delivery objective, fully accessible by general public with well-designed public areas and parking. Fits in the current neighbourhood and environmental elements and is accessible for the physical challenged
A4	The location supports service delivery objectives, is fairly accessible to the general public, with moderately designed public areas and parking, fits in the current neighbourhood and environmental elements and is accessible for the physically challenged in the main areas
A3	The accommodation's location partially supports service delivery objectives; is accessible to general public with limited public areas and parking. Does not fully fit in the current neighbourhood and environmental elements, and has limited accessibility for the physically challenged.
A2	The accommodation's location limits supports service delivery objectives; is not generally accessible to general public with limited public areas and parking. Does not fit in the current neighbourhood and environmental elements, and is not accessible for the physically challenged.
A1	The accommodation's location does not meet service delivery objectives; is not at all accessible to the general public and should not be used for the current service delivery objectives.

TABLE C: User Condition Rating

The condition rating is utilised to give a brief indication of the physical condition of the asset (it should be noted that this is not a full condition assessment)

Table C

Rating	Performance Standard
C5	Accommodation has no apparent defects. Appearance is as new. Risk Index: No effect on service capability. No risk
C4	Accommodation exhibits superficial wear and tear, with minor defect and minor signs of deterioration to surface finishes. Risk Index: Intermittent, minor inconvenience to operations. Probability of risk to health and safety or property is slight. Low cost implication.
C3	Accommodation is in average condition, deteriorated surfaces require attention; services are functional, but require attention, backlog maintenance work exists. Risk Index: Constant inconvenience to operations. Some risk to health and safety or property. Medium cost implications
C2	Accommodation has deteriorated badly, with serious structural problems. General appearance is poor with eroded protective coatings; elements are broken, services are not performing; significant number of major defects exists. Risk index: Major disruptions to service capability, high probability of risk to health and safety or property. High cost implication / financial loss.
C1	Accommodation has failed, is not operational and is unfit for occupancy. Risk Index: Accommodation is unusable, immediate high risk to security, health and safety or property. Significant cost impact.

2. **Negotiations**

ECDC will use the South African Council for Property Valuers Profession's Guideline for Professional Fees as a basis for fee negotiation in the following categories, including but not limited to:

- Where more than one valuation is required;
- Where prescribed forms are required;
- Continuous and separate valuations;
- Revaluations;
- Sectional Title units;
- "Before and after" valuations; and
- Valuation of part of a property.

Rates of remuneration will be subject to negotiation, not exceeding the applicable rates as contained in the following guidelines:

- SACPVP Guideline Professional Fees
- "Guide on Hourly Fee Rates for Consultants" as issued by the Department of Public Service and Administration (DPSA)

Travel and accommodation

ECDC will apply the Cost Containment Measures issued by National Treasury from time to time

3. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

Interested Service Providers must demonstrate the following in their proposal

3.1 Capacity – Bidders/Interested Service Providers must demonstrate that:

- 3.1.1 It has adequate human resources and personnel to dedicate to the needs of the project;
- 3.1.2 Team Leader to be a Professional Valuer or Unrestricted Professional Associated Valuer (Attach copy of Registration Certificate from the SACPVP).

Submit Organogram consisting of roles and responsibilities of the Team

3.2 Qualifications – Interested Service Providers /Bidders must demonstrate that:

- 3.2.1 The team member/s assigned to this Bid/Interested Service Providers have the necessary or related qualifications for the verification and valuation of assets.

CV's, certified copy of qualifications as proof and copy of certified original valid Registration Certificate from SACPVP of the team envisaged to work on the project must be attached.

3.3 Experience & Track Records – Bidders/Interested Service Providers must demonstrate that:

- 3.3.1 Team Leader has demonstrated a minimum of 1-year post registration experience in the field to which this Bid relates.
- 3.3.2 It has a track record of similar projects of at least 1 completed projects- demonstrated by submission of signed reference letter indicating that the Bidder has performed the services satisfactorily or more.

CV's and proof of qualifications of the team envisaged to work on the project must be attached.

KINDLY NOTE THAT A FAILURE TO EXPRESSLY COVER THIS AND ALL THE REQUIRED SERVICES IN YOUR PROPOSAL WILL POINTS NOT BEING ALLOCATED TO YOU.

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

- 1.1 Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 1.2 The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 1.3 The Service providers 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 (Sub –Contracting)

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

3. ECDC facilities

- 3.1 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, cellphone, fax and computer facilities to perform the services.
- 3.2 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:
- 3.3 Abide by the health, safety and security measures as prescribed by ECDC from time to time;
- 3.4 To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own willful misconduct.

4. Force majeure

- 4.1 If a force majeure situation arises, the bidder/interested service provider shall promptly notify ECDC in writing of such condition and the cause thereof. Unless otherwise directed by ECDC in writing, the bidder/interested

service provider 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.

5. Insurance

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

6. Responsibility to perform

6.1 Delivery of the goods and performance of services shall be made by the service provider in accordance with the time schedule prescribed by ECDC in the contract/task instruction.

6.2 If at any time during performance of the contract, the bidder/panel member or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder/panel member 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/panel member's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's/panel member'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.

6.3 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.

6.4 A delay by the bidder/panel member 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.

6.5 ECDC reserves the right to re-issue the task instruction should the panel member (service provider) delay in performance of the works.

6.6 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.

6.7 ECDC may also consider termination of the contract.

7. Duration of the contract

7.1 It is anticipated that the appointment/shortlisting will be made during end **April 2020** which will result in the signing of a Service Level Agreements with the panel service providers.

7.2 The Panel of Verification and Valuation service providers will be for a period of 36 (thirty six) months

7.3 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.

7.4 Work may only be commenced by service providers acknowledgement of receipt of a written task instruction by ECDC and once an order for the task instruction has been generated.

8. Payments and tax

8.1 Payments shall only be made in accordance with the standard rates as negotiated and agreed upon during the negotiation and award stage of the bid. Payments will not be processes where written task instructions have not been issued by ECDC. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the standard rates negotiated and agreed upon by the panel service providers, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

8.2 ECDC will re-imburse 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. This will only be permitted in line with the terms and conditions as agreed upon during the negotiation and award stage of the bid and as agreed upon in the task instructions issued by ECDC.

8.3 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 fulfillment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

8.4 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.

8.5 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.

8.6 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;

8.7 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.

8.8 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	
Service Provider to indicate if they have Office/Branch Office in the following area/municipality by filling in the Physical Addresses below	
Physical Address of Office in Buffalo City Municipality	
Physical Address of Office in Amatole District Municipality	
Physical Address of Office in Enoch Mgijima Municipality	
Physical Address of Office in Mquma Municipality	
Physical Address of Office in King Sabata Dalindyebo	
Physical Address of Office in OR Tambo District Municipality	

Physical Address of Office in Mzimkhulu	
Physical Address of Office in Kokstad	
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
Professional Registration Number: Team Leader	
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	

VERY IMPORTANT

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

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

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

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

.....

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure B: Area of Competencies of Bidder

B.1. Service Provider to Indicate by ticking the area of competencies for the Panel

	Purchase and Sale	Rental Determination	Mortgage Bonds & Security	Municipal Property Rating	Financial Statements	Insurance (Not simultaneous with Mortgage Bonds)
Vacant single residential land						
Vacant general residential land (flat)						
Single dwelling						
Block of flats						
Individual single residential unit (sectional title & share block)						
Sectional title scheme & share block scheme						
Leasehold						
Vacant business land						
Business property						
Vacant industrial land						
Industry & warehouse						
Potential township land						
Partially developed township						
Agricultural holding (small holding)						
Servitude						
Farm						
Special type property						

Annexure C: Organogram

1	How many pepole will be involved in this panel?			
2	Provide the names of the Team allocated to the Panel			
	Name of staff member	Role and Responsibility	Professional Registration and Qualification Bidder to Submit proof of Qualification (certified copy) and Professional Registration Are the Certificates Attached?	Years of Experience as Post Professional Registration
		Team Leader		
		Professional Valuer		
		Candidate Valuer		
		Candidate Valuer		
3. Comments:				

Annexure D: Rates Pricing Schedule for Services

Bidders are required to expressly cover their proposed fee/price and disbursement structure based on the activities they propose undertaking to provide the services requested in this call for proposals.

The ECDC reserves the right to negotiate any aspect of the proposed fees/pricing and disbursements with the preferred Bidder and shall not be bound to the fees/pricing and disbursements submitted by any Bidder.

The Bid Fees/Prices must remain valid for a period of 90 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.

Item	Service	Rate
1.	Valuation of Residential Property	
1.1	Less than 500m2	
1.2	More than 500m2 but less than 1000m2	
1.3	More than 1000m2	
2.	Valuation of Commercial Property	
2.1	Less than 5000m2	
2.2	More than 5000m2 but less than 10 000m2	
2.3	More than 10 000 m2 but less than 20 000m2	
2.4	More than 20 000 m2 but less than 30 000m2	
2.5	More than 40 000 m2 but less than 50 000m2	
2.6	More than 50 000 m2 but less than 60 000m2	
2.7	More than 60 000 m2 but less than 70 000m2	
2.8	More than 70 000 m2 but less than 80 000m2	
2.9	More than 80 000 m2 but less than 90 000m2	
2.10	More than 90 000 m2 but less than 100 000m2	
2.11	More than 100 000m2	
3	Valuation of Industrial Property	
3.1	Less than 5000m2	
3.2	More than 5000m2 but less than 10 000m2	
3.3	More than 10 000 m2 but less than 20 000m2	
3.4	More than 20 000 m2 but less than 30 000m2	
3.5	More than 40 000 m2 but less than 50 000m2	
3.6	More than 50 000 m2 but less than 60 000m2	
3.7	More than 60 000 m2 but less than 70 000m2	
3.8	More than 70 000 m2 but less than 80 000m2	
3.9	More than 80 000 m2 but less than 90 000m2	
3.10	More than 90 000 m2 but less than 100 000m2	
3.11	More than 100 000m2	

4	Valuation of Vacant Land	
4.1	Less than 5000m2	
4.2	More than 5000m2 but less than 10 000m2	
4.3	More than 10 000 m2 but less than 20 000m2	
4.4	More than 20 000 m2 but less than 30 000m2	
4.5	More than 40 000 m2 but less than 50 000m2	
4.6	More than 50 000 m2 but less than 60 000m2	
4.7	More than 60 000 m2 but less than 70 000m2	
4.8	More than 70 000 m2 but less than 80 000m2	
4.9	More than 80 000 m2 but less than 90 000m2	
4.10	More than 90 000 m2 but less than 100 000m2	
4.11	More than 100 000m2	

2. Recommending a monthly rental for property valued (Rental estimate)	
Gross Annual Rental (GAR)	Additional to Basic Tariff
Up to R15 000	R..... per R1 000 of GAR
R15000 to R50 000	R..... plus R..... per R1 000 of GAR over R15 000
Over R50 000	R..... plus R..... per R1 000 of GAR over R50 000

3. Other Services

- Calculation of square meters of property area
- Assistance provided in lodging objections in respect of Municipal Valuation roll for rates purposes
- Other ad hoc services

PERSON	RATE PER HOUR	
	Less than 10 years' experience	More than 10 years' experience
Professional Valuer		
Associate Valuer		

PERSON	RATE PER HOUR
Candidate Valuer (With recognised qualification)	

PERSON	RATE PER HOUR	
	1-3 years practical experience	More than 3 years practical experience
Candidate Valuer (Without recognised qualification)		

4. Travel

4.1 Travel Time

PERSON	RATE PER HOUR	
	Less than 10 years' experience	More than 10 years' experience
Professional Valuer		
Professional Associated Valuer		

PERSON	RATE PER HOUR	
Candidate Valuer (With recognised qualification)		

PERSON	RATE PER HOUR	
	1-3 years practical experience	More than 3 years practical experience
Candidate Valuer (Without recognised qualification)		

4.2 Travel distance

RATE PER KM (R)	Up to 1550cc	1551 1750cc	1751-1950cc	1951-2150cc	2151-2500cc
Petrol	R	R	R	R	R
Diesel	R	R	R	R	R

5. Accommodation

Rate per day can be claimed up to the Maximum Allowable Rates for Domestic Accommodation and Meals as per National Treasury from time to time

6. Disbursements

ECDC will disburse according to the Department of Public Works' Rates for Reimbursable expenses

Annexure E: Declaration of interest

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

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

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

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

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

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

2.1. Full Name of Bidder:

2.2 Name of the Bidder's representative:

2.3 Identity Number:

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

2.5 Company Registration Number:

2.6 Tax Reference Number:

2.7 VAT Registration Number:

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

¹“State” means –

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

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

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

2.8.1. If yes furnish the following details:

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

Any other particulars:

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

- If so, furnish particulars:

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

- If so, furnish particulars:

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

- If so, furnish particulars:

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

- If so, furnish particulars

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

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

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 F: Declaration of bidder's 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 Delegated Authority	DATE

Annexure G: 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 Delegated Authority		DATE	
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¹ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Annexure H: Preference Point Claim in terms of the Preferential Procurement Regulations 2017

SBD 6.1 (Attached)

B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. ECDC reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, 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 place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser 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 the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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.
- 21.3 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.
- 21.4 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.

21.5 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, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

24. Anti-dumping and countervailing duties and rights

24.1 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, the State 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 the State or the State 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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, 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 supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, 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.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.