

## **OVG (03) 2020/21**

### **APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR ONCE-OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT CENTRE WALK BUILDING.**

Kindly take note that there is a compulsory site inspection Monday to Friday between 08H00 and 15h30 not later than 29 September 2020.

Address: Office of the Valuer General, 3rd Floor Paetor Buliding, 267 Lillian Ngoyi Street, Pretoria, 0001.

The closing date for the questions is 30 September 2020. Questions and answers will be published on the Departmental website by the latest 02 October 2020 for the benefit of all bidders.

#### **For further enquiries:**

Bid Technical: Ms Muhle Xaba

Tel: 083 939 0435

E-mail: [Muhle.xaba@ovg.org.za](mailto:Muhle.xaba@ovg.org.za)

Bid Administration: Buti Matjila

Tel: (012) 338 7311 / 082 385 4570

Email [buti.matjila@drdlr.gov.za](mailto:buti.matjila@drdlr.gov.za)

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

BID NUMBER:	OVG (03) 2020/21	CLOSING DATE:	09 OCTOBER 2020	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:**

BID RESPONSE MUST BE DEPOSITED INTO THE TENDER/BID BOX SITUATED AT:  
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT,  
PRETORIA DEEDS REGISTRY, MERINO BUILDING, CORNER BOSMAN AND PRETORIUS STREET,  
PRETORIA 0001,

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU 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 PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT	CONTACT PERSON	MUHLE XABA
CONTACT PERSON	BUTI MATJILA	TELEPHONE NUMBER	083 939 0435
TELEPHONE NUMBER	012 338 7311 / 082 385 4570	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:Muhle.xaba@ovg.org.za">Muhle.xaba@ovg.org.za</a>
E-MAIL ADDRESS	<a href="mailto:Buti.matjila@drdlr.gov.za">Buti.matjila@drdlr.gov.za</a>		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**



# agriculture, land reform & rural development

Department:  
Agriculture, Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

## OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Directorate: Supply Chain and Facilities Management Services

Private Bag X918, PRETORIA, 0001; TEL: (012) 338 7303 FAX: (012) 338 7277 WEB: www.drdlr.gov.za

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

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**BID NO:** OVG (03) 2020/21 **CLOSING TIME:**11:00 **CLOSING DATE:**09 OCTOBER 2020

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
  - 2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity ..... Page 3 - 4
  - 2.2 Invitation to Bid – SBD 1 ..... Page 5 – 6
  - 2.3 Pricing Schedule (Services) – SBD 3.3 ..... Page 7 - 10
  - 2.4 Declaration of Interest – SBD 4 ..... Page 11 - 14
  - 2.5 Preference Points Claim Form – SBD 6.1 ..... Page 15 - 19
  - 2.6 SBD 6.2 ..... Page 20 – 23
  - 2.7 Annexure A, B & C ..... Page 24- 27
  - 2.8 Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 ..... Page 28 - 29
  - 2.9 Certificate of Independent Bid Determination – SBD 9 ..... Page 30 - 33
  - 2.10 Supplier Maintenance (Bank Details) Form ..... Page 34 - 35
  - 2.11 Terms of Reference ..... Page 36 - 58
  - 2.12 General Conditions of Contract (GCC) ..... Page 59 - 73
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.

**Bid proposals must be deposited into the Tender/ Bid Box situated at the reception of the Department of Agriculture, Land Reform and Rural Development: Pretoria Deeds Registry, Merino Building, Corner Bosman and Pretorius Street, Pretoria 0001, by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered.**

Yours faithfully

**SIGNED**  
**MR B MATJILA**  
**ASSISTANT DIRECTOR: ACQUISITION MANAGEMENT**  
**DATE: 17 SEPTEMBER 2020**

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) ON BEHALF OF AN ENTITY.**

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

## AUTHORITY OF SIGNATORY

Signatories for companies, close corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

<p><b>MABEL HOUSE (Pty) Ltd</b></p> <p>By resolution of the Board of Directors taken on <i>20 May 2000</i>,</p> <p><b>MR A.F JONES</b></p> <p>has been duly authorised to sign all documents in connection with</p> <p>Contract no DALRRD (CRD- 06) 2020/21, and any contract which may arise there from,</p> <p>on behalf of <i>MABEL HOUSE (Pty) Ltd</i>.</p> <p><b>SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)</b></p> <p><b>IN HIS CAPACITY AS: Managing Director</b></p> <p><b>DATE: 20 May 2000</b></p> <p><b>SIGNATURE OF SIGNATORY: (Signature of A.F Jones)</b></p> <p><b>As witnesses:</b></p> <p>1. ....</p> <p>2. ....</p> <p>Signature of person authorised to sign the tender: .....</p> <p>Date: .....</p>
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**PRICING SCHEDULE FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

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Bid Initials .....  
Bid's Signature.....  
Date:.....

Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**  
SBD 3.1

**PRICING SCHEDULE**

NAME OF BIDDER: ..... BID NO: OVG (03) 2020/21  
CLOSING TIME: 11H00

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate rates based on the total cost to the department for completion of each stage and including expenses for the project.

**TOTAL BID PRICE (INCLUSIVE OF VAT)** R.....

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.**

SHORT DESCRIPTION	UNIT PRICE IN RSA CURRENCY**(ALL APPLICABLE TAXES INCLUDED)	QTY	TOTAL PRICE IN RSA CURRENCY**(ALL APPLICABLE TAXES INCLUDED)
Executive L-Shaped Desk	R	2	R
Executive High Back Chair	R	2	R
Executive Wall Unit	R	2	R
Executive Meeting Table	R	2	R
Executive Mid-Back Chair	R	8	R

Bid Initials .....  
Bid's Signature.....  
Date:.....



Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

Wooden Coat Stand White	R	6	R
Server 1800X 500X 900mmH, with 4 door	R	2	R
Executive High-Back Chair	R	5	R
Four leg chrome visitor's chair	R	20	R
Roller door system cabinet	R	6	R
Free Standing tall Boys	R	20	R
Rectangular sandblasted white glass screen	R	10	R
DeskTops and Pedenza	R	5	R
Free standing desk and Free standing pedenza	R	1	R
Application and quotation box	R	2	R
Silver steel coat and hat stand	R	5	R
Steel letter tray 2 tier	R	27	R
Steel waste bin	R	27	R
Occasional chair upholstered in fabric	R	3	R
One seater couch	R	2	R
Flush mount units in grey/silver	R	20	R
Wire basket 351mm Silver 2 Way (shared)	R	18	R
Wire basket 130mm Silver Single	R	2	R
Mid-back chair	R	20	R
<b>FINAL GRAND TOTAL TO BE TRANSFERRED TO SBD 1 AS WELL</b>			R

Bid Initials .....  
 Bid's Signature.....  
 Date:.....

Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

3. Period required for commencement with project after acceptance of bid .....

4. Estimated man-days for completion of project .....

Bid Initials .....  
Bid's Signature.....  
Date:.....

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- 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.

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 or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

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

Any other particulars:

.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 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 / NO

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 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 / NO

2.9.1 If so, furnish particulars.

.....  
.....

2.10 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/NO

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

2.11 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/NO

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business 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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid



**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
 (**Tick applicable box**)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Short Description	Required Minimum Threshold for Local Production and Content	Quantity
1.Executive L Shape	90%	2
2.Executive High Back Chair	65%	2
3.Executive Wall Unit	100%	2
4.Executive Meeting Table	100%	2
5.Executive Mid-Back Chair	65%	8
6.Wooden Coat Stand White	100%	6
7.Server 1800 X 500 X 900mmH With 4 Door	100%	2
8.Executive High Back Chair	65%	5
9. 4 Leg Chrome Visitor's Chair	70%	20
10.Roller Door System Cabinet	100%	6
12. Free Standing Tall Boys	90%	20
13. Rectangular Sandblasted White Glass Screen	100%	10
14. Desk TAPS and Pedenza	90%	5
15. Free Standing Desk and Free Standing Pedenza	90%	1
16. Application and Quotation Box	100%	2
17.Silver Steel Coat and Hat Stand	100%	5
18.Steel Letter Tray 2 Tier	100%	27
19. Steel Waste Bin	100%	27
20.Occasional Chair Upholstered in Fabric	100%	3
21.Flush Mount Units in Grey / Silver	90%	2
22.Wire basket 351mm siver 2 way (Shared)	100%	20
23. Wire Basket 130mm Single	100%	18
24. Mid- Back Chair	100%	2

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	

Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

### LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY 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)**

**IN RESPECT OF BID NO. DRDLR (CRD-07) 2019/20**

**ISSUED BY: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**  
NB

- 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.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,..... (full names),do hereby declare, in my capacity as .....of..... (name of bidder entity), the following:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that:
  - the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Annex C

## Local Content Declaration - Summary Schedule

(C1) Tender No. OVG 1 (03) 2020/1  
 (C2) Tender description: ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER OFFICE  
 (C3) Designated product(s) OFFICE FURNITURE  
 (C4) Tender Authority: OFFICE OF THE VALUER GENERAL  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate: Pula  EU  GBP   
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
#1.	Executive L Shape							2			
#2.	Executive High Back Chair							2			
#3.	Executive Wall Unit							2			
#4.	Executive Meeting Table							2			
#5.	Executive Mid-Back Chair							8			
#6.	Wooden Coat Stand White							6			
#7.	Server 1800 X 500 X 900mmH With 4 Door							2			
#8.	Executive High Back Chair							5			
#9.	4 Leg Chrome Visitor's Chair							20			
#10.	Roller Door System Cabinet							6			
#11.	Free Standing Tall Boys							20			
#12.	Rectangular Sandblasted White Glass Screen							10			
#13.	Desk TAPS and Pedenza							5			
#14.	Free Standing Desk and Free Standing Pedenza							1			
#15.	Application and Quotation Box							2			
#16.	Silver Steel Coat and Hat Stand							5			
#17.	Steel Letter Tray 2 Tier							27			
#18.	Steel Waste Bin							27			
#19.	Occasional Chair Upholstered in Fabric							3			
#20.	One Seater Couch							2			
#21.	Flush Mount Units in Grey / Silver							20			
#22.	Wire basket 351mm silver 2 way (Shared)							18			
#23.	Wire Basket 130mm Single							2			
#24.	Mid- Back Chair							20			

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content R   
 (C22) Total Tender value net of exempt imported content R

(C23) Total Imported content R

(C24) Total local content R

(C25) Average local content % of tender

Date:



**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) **Tender No.** OVG 2 (03) 2020/21  
 (D2) **Tender description:** Procurement of one (0) Steel Shelving Cabinets  
 (D3) **Designated Products:** Office of the Valuer General  
 (D4) **Tender Authority:** Office of the Valuer General  
 (D5) **Tendering Entity name:**  
 (D6) **Tender Exchange Rate:** Pula  EU  GBP

**Note:** VAT to be excluded from all calculations

**A. Exempted imported content**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value R										This total must correspond with Annex C - C 21	

**B. Imported directly by the Tenderer**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer R											

**C. Imported by a 3rd party and supplied to the Tenderer**

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party R											

**D. Other foreign currency payments**

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R

Date: \_\_\_\_\_

This total must correspond with Annex C - C 23

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	<b>Tender No.</b>	OVG (03) 2020/21	
(E2)	<b>Tender description:</b>	Once off Supply, Delivery of Office Furniture for the office of the Valuer Genral	<b>Note: VAT to be excluded from all calculations</b>
(E3)	<b>Designated products:</b>	Office Furniture	
(E4)	<b>Tender Authority:</b>	Office of the Valuer General	
(E5)	<b>Tendering Entity name:</b>		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R

(E10)	<b>Manpower costs</b>	( Tenderer's manpower cost)	R
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R
		<b>(E13) Total local content</b>	R

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	<b>Tender No.</b>	OVG (03) 2020/21	
(E2)	<b>Tender description:</b>	Once off Supply, Delivery of Office Furniture for the office of the Valuer Genral	<b>Note: VAT to be excluded from all calculations</b>
(E3)	<b>Designated products:</b>	Office Furniture	
(E4)	<b>Tender Authority:</b>	Office of the Valuer General	
(E5)	<b>Tendering Entity name:</b>		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R

(E10)	<b>Manpower costs</b>	( Tenderer's manpower cost)	R
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R
		<b>(E13) Total local content</b>	R

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its 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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state 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"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**OVG (03) 2020/21**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE ONCE OFF SUPPLY, DELIVERY AND  
INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER  
GENERAL SITUATED AT CENTRE WALK BUILDING.**

in response to the invitation for the bid made by:

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. 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;
5. 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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) 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.
  
8. 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.
  
9. 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



10. 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

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

# SUPPLIER MAINTENANCE



BAS

LOGIS

Office

System User Only	
Captured By:	-----
Captured Date:	-----
Authorised By:	-----
Date Authorised:	-----
<b>Safety Web Verification</b>	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

**The Director General : Department of Rural Development and Land Reform**

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is valid as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Name	
Surname	

Address Detail	
Payment Address Line 1	
Payment Address Line 2	
Street Address Line 1	
Street Address Line 2	
Postal Code	

New Detail	
<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information
Supplier Type	<input type="checkbox"/> Individual <input type="checkbox"/> Department    Department Number <input type="text"/> <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other    Other Specify <input type="text"/> <input type="checkbox"/> Partnership

**Supplier Account Details**

(This field is compulsory and should be completed by a bank official from the relevant bank).

Account Name			
Account Number			
Branch Name			
Branch Number			
Account Type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) <input type="text"/>		
ID Number			
Passport Number			
Company Registration Number			
*CC Registration			
* Please include CC/CK where applicable			
Practise Number			
<p><b>When the bank stamps this entity maintenence form they confirm that all the information completed by the entity is correct.</b></p>	<b>Bank stamp</b>		
	It is hereby confirmed that this details have been verified against the following screens <b>ABSA-CIF screen</b> <b>FNB-Hogans system on the CIS4</b> <b>STD Bank-Look-up-screen</b> <b>Nedbank- Banking Platform under the Client Details Tab</b>		

**Contact Details**

<b>Business</b>			
	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
<b>Home</b>			
	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
<b>Fax</b>			
	<i>Area Code</i>	<i>Telephone Number</i>	
<b>Cell</b>			
	<i>Cell Code</i>	<i>Cell Number</i>	
<b>E-mail Address</b>			
<b>Contact Person</b>			

	<b>Supplier</b>	<b>Regional Office Sender</b>	Address of Rural Development and Land Reform Office where form is submitted from:
<b>Signature</b>			
<b>Print Name</b>			
<b>Rank</b>			
<b>Date (dd/mm/yyyy)</b>			



## OFFICE OF THE VALUER GENERAL

### TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING

#### PHYSICAL ADDRESS:

Office of the Valuer General  
3rd floor  
Praetor Building  
267 Lillian Ngoyi Street  
Pretoria.

#### DELIVERY ADDRESS:

Office of the Valuer General(New offices)  
6<sup>th</sup> Floor  
Centre Walk Building  
266 Cnr Andries and Pretorius street  
Pretoria

#### 1. PURPOSE

- 1.1 To appoint a suitable service provider for a once-off supply, deliver and install office furniture at Centre Walk building.

#### 2. BACKGROUND AND DISCUSSION

- 2.1 Office of the Valuer General (“OVG”) came into operation on the 1<sup>st</sup> of August 2015 after the President assented the Property Valuation Act (Act 17 of 2014) on the 28 July 2014. The establishment of the office is still growing and seeks to onboard and accommodate the new the OVG staff
- 2.2 The OVG is housed at Praetor Forum Building, 267 Lillian Ngoyi Street, Pretoria which is a leased building approximately with effect from October 2016 and has secured another office space at Centre Walk building.
- 2.3 The intention is to appoint a service provider with the necessary capacity to supply, deliver and commission all furniture items required at Centre Walk Building.

# TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING

## 3. SPECIFICATIONS OF OFFICE FURNITURE

- 3.1 Office Furniture is designated as of November 2012 as a sector for local production and content and therefore only locally produced/ manufactured furniture with minimum threshold as per the table below will be considered. Bids pertaining to Furniture Products are subject to local content requirements with effect from 15 November 2012 in terms of the Preferential Procurement Regulations, 2017.

The stipulated minimum threshold percentage for local production and content for the various furniture items ranges between 65% and 100%. Thus only locally produced or locally manufactured products from local raw materials in accordance with the required threshold values will be considered.

If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input. A copy of the authorised letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders and procuring organs of state may contact the Industrial Procurement Unit within the dti at 012 394 5598/1412/1664 or email [RRaluthaga@thedti.gov.za](mailto:RRaluthaga@thedti.gov.za). [MMasinga@thedti.gov.za](mailto:MMasinga@thedti.gov.za). [MRKitiaka@thedti.gov.za](mailto:MRKitiaka@thedti.gov.za)

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

- The local content (LC) expressed as a percentage of the bid price will be calculated in accordance with the following formula:
    - $LC = (1 - x/y) * 100$
- Where:
- x is the imported content in Rand
  - y is the bid price in Rand excluding value added tax (VAT)
- Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date that the bid has been advertised. The rates of exchange quoted by the bidder on the declaration certificate will be verified for accuracy

SATS 1286:2011, Local content Declaration Templates (Annexe C, D& E) and the Guidance Document for the Calculation of Local content are accessible to all potential bidders on the dti official website ([http://www.dti.gov.za/industrial\\_development/ip.jsp](http://www.dti.gov.za/industrial_development/ip.jsp)) at no cost

**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

The following documents must be completed in full by the bidder

1. SBD 6.2 (Declaration Certificate for Local Content)
2. Annex C: Local Content Declaration (Summary Schedule)
3. Annex D: Imported Content Declaration (Supporting Schedule to Annex C)
4. Annex E: Local Content Declaration (Supporting Schedule to Annex C)

**NB:** The pictures are just an example, however similar or equivalent product can be supplied but must be as close as possible to comply with the size, specification and technical requirements.

Short Description	Required Minimum Threshold for Local Production and Content	Quantity
Executive L-Shaped Desk	90%	2
Executive High Back Chair	65%	2
Executive Wall Unit	100%	2
Executive Meeting Table	100%	2
Executive Mid-Back Chair	65%	8
Wooden Coat Stand White	100%	6
Server 1800X 500X 900mmH, with 4 door	100%	2
Executive High-Back Chair	65%	5
Four leg chrome visitor's chair	70%	20
Roller door system cabinet	100%	6
Free Standing tall Boys	90%	20
Rectangular sandblasted white glass screen	100%	10
Desk Tops and Pedenza	90%	5
Free standing desk and Free standing pedenza	90%	1
Application and quotation box	100%	2
Silver steel coat and hat stand	100%	5
Steel letter tray 2 tier	100%	27
Steel wastebin	100%	27
Occasional chair upholstered in fabric	100%	3
One seater couch	90%	2
Flush mount units in grey/silver	100%	20
Wire basket 351mm SiLver 2 Way (shared)	100%	18
Wire basket 130mm Silver Single	100%	2
Mid-back chair	65%	20

**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**1. Executive L-Shaped Desk: Consisting of ; Desk 2200x 1000MM with 2 panel legs Monument Oak ,WITH L Extension FREE STANDING SAME HEIGHT AS DESK (roller door pedenza)1200L x 600mmD 80mm Thick tip , PANEL LEGS 50MM - deep filer drawers**

**2**



**2. Executive High Back Chair: Passive synchro with chrome spider base,gas height adjustment,Fleet height adjustable armrest,genuine leather BLACK**

**2**



**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**3. Executive Wall Unit EXC CENTRE BOOKCASE 1800mmW X 600mmD/420mmD Top X2170mmH , 2X Hinged door bases with shelves and Glass tops with shelves in Monument oak - Limited space**

**2**



**4. Executive Meeting Table:4 Seater 1200mm H well balanced frame in Monument oak laminate 70mm top black/silver steel dome bas**

**2**





**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**5. Executive Mid-Back Chair: Econo synchro mechanism, flexi arms and chrome spider in Genuine leather Black**



**8**

**6. White Wooden Coat stand -(The ones which can take many more jackets in various areas and are ornamental)**



**6**

**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**7. Server 1800X 500X 900mmH , with 4 doors , adjustable shelves internally , silver handles LCD can go on top of this (Excl LCD) Monument oak/White combo NO FRIDGE- PRICE REMAINS SPECIFY SINGLE OR 2 TONE COLOUR**



**2**

**8. Executive High -Back Chair: should have swivel and tilt mechanism, Flex arms , pu padded and allu mechanism on back in Bonded Leather Col 108, chrome base. Black**



**5**

**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**9.** 4 leg chrome visitor's armchairs upholstered in Bonded leather 108 - 2 per office



**20**

**10.** Roller door systems cabinet 1500mmH X 1200mmW incl 3 steel shelves in each Monument oak laminate with silver roller doors



**6**

**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**11.** Free Standing tall Boys 400mmW each - base section = Deep filer pedestals/2D and P+P (base height to be the same as the table with tops) WITH SILVER ROLLER DOOR TOPS SECTION 800MMD x 455MM from Euro dek height

**20**



**12.** Rectangular sandblasted white glass screens +\_1200mm WX 455mmH (slightly less than desk 1300mm) rounded corners with silver bullets , Screen to float from desk height

**10**



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DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE  
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**13. 2000x 900MM Desk TOPS AND PEDENZA Deep filer FRONTS IN  
VERZASCA OAK with Pedenza CASING WHITE , and modesty in WHITE with  
Euro frame silver SILVER + wire basket mm steel legs - WITH roller SILVER  
door not hinged door**

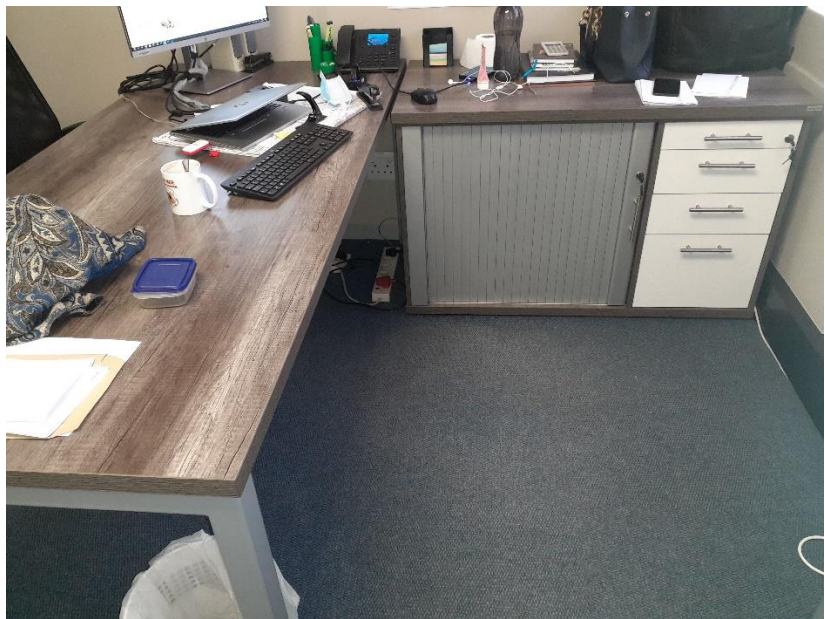
**5**



**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**14.** 2000x 900MM Free standing desk tops with steel Silver 4 legged frame 50X 50mm , incl steel U channel and slatted supawood modesty panel in white LAMINATE MONUMENT OAK white modesty and a free standing pedenza - same height as the desk , silver roller doors , and shelf with deep filer drawers silver Drawer casing monument Oak , white drawer front

**1**



**15.** Application and quotation box – Cherry Venner (H750mm xL600 x W450mm). Top thickness 32mm and side 16mm.

**2**



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**16. Silver steel coat and hat stands – L**

**5**



**17. 2 Tier Veneer letter trays Steel white LIFE**

**27**



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**18. Steel white 500mmH Round wastebin**

**27**



**19. Occasional chairs Upholstered in Fabric Green**

**3**





**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

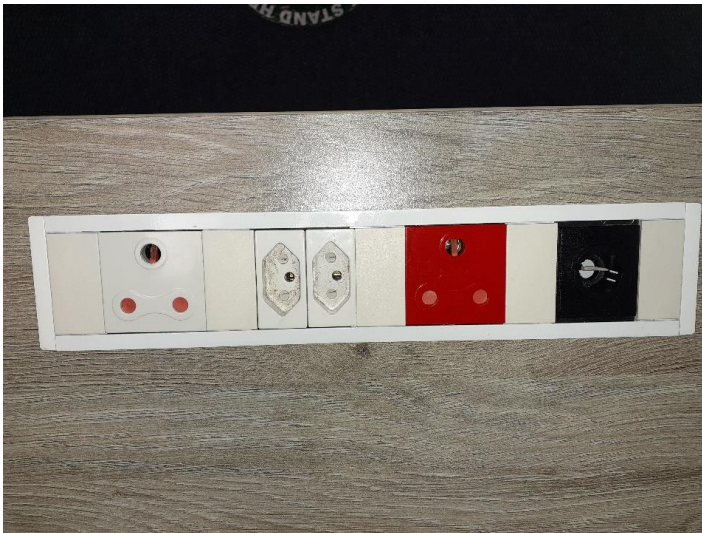
**20. One seater couch with steel legs, in genuine leather Black**

**2**



**21. Flush mount units in grey/silver with ; 1X 3pin Red,1X 3 Pin Std, 2X SA new 2 pin,1X pull thru, INCL INSTALLATION into CUT OUT OF DESK**

**20**



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**22. Wire basket 351mm SiLver 2 Way (shared)**

**18**



**23. Wire basket 130mm Silver Single**

**2**



**TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

**24.** Mid back chair: full synchro, five star chrome base and flex arm, gas height adjustment in black bonded leather seat. Black mesh back including chrome back bar.

**20**



**4. MANDATORY REQUIREMENTS**

**Failure to comply with the following requirements and to submit the following documents with the proposal will disqualify the bidder's proposal.**

4.1 Bidders are required to be registered on the Central Supplier Database (CSD). The Department of Rural Development and Land Reform shall verify the bidder's tax compliance status through the CSD. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will also be verified through the CSD. It is therefore a condition of this bid that the tax matters of the bidder as well as Consortia / Joint Venture / Sub-contractor partners must be in order (tax compliant) at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

## **TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

- 4.2 Bidders are required to provide designs that meet the minimum requirements for evaluation purposes.
- 4.3 Attach Repairs and Replacement Plan and Guarantee and warranty plan for minimum of 3 years.
- 4.4 The bidders submitting proposals must be either an Exempted Micro Enterprise (EME) or Qualifying Small Business Enterprise (QSE) which is (51% or more) owned by black people.
- 4.5. Compulsory site inspection at Praetor forum building.

### **5. EVALUATION CRITERIA**

The bid will undergo two stages evaluation.

This bid shall be evaluated in terms of the 80/20 preference point system.

Only bidders who have complied with all mandatory requirements will be evaluated further in accordance with the 80/20 preference points system.

- 5.1 First Stage: Evaluation in terms of stipulated minimum threshold for local production and content. Refer to information stipulated from item 3.1.1 – 3.1.7

NB The declaration made by the bidders in the Declaration Certificate for Local Content (SBD 6.2) and Annexure C(Local Content Declaration: Summary Schedule) will be used for this purpose. The Declaration Certification for Local Content (SBD 6.2) and Annexure C(Local Content Declaration: Summary schedule) and time of the bid.

If there are any amendments or deviations on the stipulated minimum threshold for local production and content or the supplier does not meet the percentage allocated, such proposals will not be considered further and will be regarded as submitting a non-responsive and will be disqualified.

#### **5.2 Calculating of points for B-BBEE status level of contribution**

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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<b><u>B-BBEE Status Level of Contributor</u></b>	<b><u>Number of Points</u></b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

5.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

5.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

5.5 Failure on the part of the bidder to comply with paragraphs 6.4 and 6.5 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

5.6 OVG may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

5.7 The points scored will be rounded off to the nearest 2 decimals

5.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

# **TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

## **6. FORMAT AND SUBMISSION OF BIDS**

- 6.2 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 6.3 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.
- 6.4 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 6.5 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
- 6.6 OVG is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and OVG may reject any bid. OVG reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP.
- 6.7 OVG may, for any reason and at any time during the selection process, request any Bidder to supply further information and/or documentation. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) between OVG and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by OVG to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by OVG (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 6.8 After careful consideration and thorough examination of the proposals, OVG shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The cheapest price (management fee) offered will not necessarily be a decisive factor in choosing between Proposals.
- 6.9 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

## **7. INFORMATION SESSION**

## **TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

Kindly take note that there will be no briefing session for this bid. Prospective bidders are however encouraged to direct their queries in writing to the contact persons mentioned below. Questions and answers will be published on the Departmental Website for the benefit of all prospective bidders, however, there will be a compulsory site inspection at praetor.

### **8. HEALTH AND SAFETY**

The OVG may appoint Health and Safety Inspector to verify the standard and quality of product utilised for general health and safety issues. The service provider will have to cooperate with the health inspector.

### **9. SUB-CONTRACTING**

The successful bidder is expected to inform the department of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.

### **10. SECURITY AND CONFIDENTIALITY OF INFORMATION**

The successful Bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the OVG.

### **11. TERMS AND CONDITIONS OF THE PROPOSAL**

- 11.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the OVG Supply Chain Management general contract conditions.
- 11.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 11.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished
  - Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment.
- 11.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the

## **TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.

- 11.5 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent/Quotation from registered insurers. Premiums must be paid monthly after the award for the duration of the project. Failure to comply OVG will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.
- 11.6 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- 11.7 OVG reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.
- 11.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. OVG has the right to reject such.
- 11.9 Proof of quotations or is required for Public Liability Insurance for bidding process; however proof of registration or contract/ agreement **must** be submitted by the successful bidder within the period of seven working days after the award. OVG reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 11.10 Letter for tender purposes **or** letter of good standing for UIF and COIDA is required for bidding process. However proof of registration must be submitted by the successful bidder within the period of seven working days after the award. OVG reserves the right to cancel the contract if the required documents are not submitted within the specified time. In a case where a bidder does not have registered employees under his/her name a letter to tender addressed to the OVG must be attached to avoid disqualification.
- 11.11 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 11.12 Should the service provider not comply with any of the conditions contained in this terms of reference during the contract period the OVG may cancel the contract within one month notice.
- 11.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract. All employees will be expected to have been trained for First aid,



## **TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

OHS/SHE, Housekeeping, Chemical hazardous after commencement of the contract. At least two trainings within 12 months and all trainings should be completed six months prior the end of the contract. The service provider must provide certificates as proof after every completed training.

- 11.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 11.15 Ensure that the OVG is informed of any removal and replacement of personnel for security reasons.
- 11.16 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 11.17 The collection of the sanitary waste must be collected in line with the environmental laws and best practices. This process must be monitored by OVG officials as highlighted in the agreed SLA. The service provider must provide monthly sanitary waste disposal certificate.
- 11.18 In case where the OVG decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.
- 11.19 All cleaning and hygiene equipment and detergents should be provided by the bidder.
- 11.20 The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a sectoral wage determination formula, refer to the **Pricing Schedule SBD 3.3**).
- 11.21 All equipment to be supplied must be durable and SANS approved.
- 11.22 The OVG reserves the right to award this contract to more than 1 service providers.
- 11.23 The successful bidder will be expected to submit monthly certificates for waste disposal to ascertain compliance to regulations.
- 11.24 The company and its employees may be subjected to positive security vetting and screening.
- 11.25 **The Office of the Valuer General shall:**
  - Conduct business in a courteous and professional manner with the Service Provider.
  - Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

## **TERMS OF REFERENCE FOR THE SPECIFICATION FOR THE ONCE OFF SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE AT THE OFFICE OF THE VALUER GENERAL SITUATED AT CENTRE WALK BUILDING**

- Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- The OVG will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the Service Level Agreement.
- Not take responsibility of the safe guiding of the cleaning equipment and detergents

### **12. REQUEST FOR FUTHER INFORMATION**

All enquiries regarding the bid may be directed to the following:

#### **Technical Enquiries**

Ms. Muhle Xaba  
Tel: 083 939 0435  
[Muhle.xaba@ovg.org.za](mailto:Muhle.xaba@ovg.org.za)

**For Supply Chain Management enquiries, please contact:**

Mr. Buti Matjila  
Tel: (012) 338 7107 / 082 385 4570  
[Buti.matjila@drdlr.gov.za](mailto:Buti.matjila@drdlr.gov.za)

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**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.

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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](http://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.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, 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 (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)