

OVG (04) (2022/2023)

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.

THERE WILL BE A COMPULSORY BRIEFING & INSPECTION SESSION AS FOLLOWS:

DATE: WEDNESDAY, 02 NOVEMBER 2022

TIME: 11:00

LOCATION: OFFICE OF THE VALUER-GENERAL (OVG)
267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street
PRETORIA,
0001
[GPS Coordinates](#)

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
OFFICE OF THE VALUER-GENERAL (OVG)

267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street
PRETORIA, 0001

[GPS Coordinates](#)

CLOSING DATE: TUESDAY, 15 NOVEMBER 2022

TIME : 11:00 AM

ENQUIRIES PLEASE CONTACT:

TECHNICAL RELATED:

No.	Contact Person	Contact Details
1	Mr. M Netshitungulu/ Mr. GI Sekwale	Tel: 083 407 2086/ +27 060 535 5769 Muthuphei.Netshitungulu@ovg.org.za / Gobusamang.Sekwale@ovg.org.za

BID RELATED:

N o.	Contact Person	Contact Details
1	Mr. GI Sekwale: +27 12 036 0000/ +27 76 729 0213	Gobusamang.sekwale@ovg.org.za
2.	Ms. K Seatlholo: +27 71 604 0399	Kehilwe.seatlholo@ovg.org.za



**OFFICE OF THE
VALUER-GENERAL**

OFFICE OF THE VALUER-GENERAL

267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001
Private Bag X 812, Pretoria, 0001

www.ovg.org.za

YOU ARE HEREBY INVITED TO BID TO THE OFFICE OF THE VALUER GENERAL

BID NO: OVG (04) 2022/2023 **CLOSING TIME:** 11:00 **CLOSING DATE:** TUESDAY, 15
NOVEMBER 2022

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

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 - 8
2.4 Declaration of Interest – SBD 4 Page 9 - 11
2.5 Preference Points Claim Form – SBD 6.1 Page 12 – 16
2.6 Local Content and Production Form- SBD 6.2Page 17-24
2.8 OVG Supplier Maintenance (Bank Details) FormPage 24 - 25
2.9 Terms of Reference Page 26 - 52
2.10 General Conditions of Contract (GCC) Page 53 – 66

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.

3.1.1 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 Area at the physical address: OFFICE OF THE VALUER-GENERAL
267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi 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

SUPPLY CHAIN MANAGEMENT (SCM)

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) 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 **CLOSED 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, closed 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:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on 20 May 2000,

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE VALUER GENERAL (OVG)					
BID NUMBER:	OVG (04) 2022/2023	CLOSING DATE:	15 NOVEMEBR 2022	CLOSING TIME:	11:00 AM
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.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: GPS Coordinates					
OFFICE OF THE VALUER-GENERAL (OVG)					
267 Praetor Building, 3 rd Floor, Cnr Pretorius and Lilian Ngoyi Street					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr GISekwale/ Ms K Seatlholo		CONTACT PERSON	Mr. M Netshitungulu/ Mr. GI Sekwale	
TELEPHONE NUMBER	076 729 0213/ 071 604 0399		TELEPHONE NUMBER	083 407 2086/ +27 060 535 5769	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Gobusamang.sekwale@ovg.org.za / Gobusamang.sekwale@ovg.org.za		E-MAIL ADDRESS	Muthuphei.Netshitungulu@ovg.org.za / Gobusamang.Sekwale@ovg.org.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	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 SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE FOR 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.

PRICING SCHEDULE [SBD 3.3]

NAME OF BIDDER:		
BID NO.: OVG (04) 2022/2023	CLOSING DATE: 15 NOVEMBER 2022	CLOSING TIME: 11H00 AM

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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TOTAL BID PRICE (INCLUSIVE OF 15% VAT) R.....

NO	DESCRIPTION	COST PER QUANTITY	QTY	TOTAL COST (Excluding 15% VAT)
1	Executive L-Shaped Desk with Flush mount units in grey/silver and Wire basket 351mm Silver 2 Way (shared)	R	2	R
2	Executive High Back Chair	R	2	R
3	Executive Wall Unit	R	2	R
4	Executive Meeting Table	R	2	R
5	Executive Mid-Back Chair	R	8	R
6	Wooden Coat Stand White	R	2	R
7	Server 1800X 500X 900mmH, with 4 doors	R	2	R
8	Executive High-Back Chair	R	25	R
9	Four leg chrome visitor's chairs	R	10	R
10	Roller door system cabinet	R	29	R
11	Free Standing tall Boys	R	20	R
12	Desk 1300X800mm, 32mm Top with 50x50mm Steel Frame - Verzasca Oak with Flush mount units in grey/silver and Wire basket 351mm Silver 2 Way (shared)	R	20	R

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

1 3	Rectangular sandblasted white glass screen	R	10	R
14	Desktops and Credenza	R	5	R
15	Silver steel coat and hat stand	R	5	R
16	Steel letter tray 2 tier	R	27	R
17	Steel wastebin	R	28	R
18	One seater Genuine Leather Couch	R	2	R
19	Boardroom Table - 50 Square Metres	R	1	R
20	Executive High -Back Chair: Brown	R	16	R
21	2-Seater Genuine Leather Sofa	R	2	R
22	1 Seater Genuine Leather Sofa	R	2	R
23	The round 4-Seater steel bar table	R	2	R
24	High steel bar chair	R	8	R
25	Dark Brown Office sideboard	R	1	R
26	L Shaped Reception Counter	R	2	R
27	Delivery of Furniture	R	1	R
SUB –TOTAL (1-27 Excluding 15% VAT)		R		
15% VAT		R		
Total (15% VAT Incl.)		R		

NB: FAILURE TO FULLY COMPLETE THIS SBD 3.3 WILL RENDER YOUR PROPOSAL REGARDED AS NON-RESPONSIVE AND WILL THEREFORE NOT BE CONSIDERED FOR FURTHER EVALUATION.

NB! All prices must include assemble/ Installation cost

NB! The OVG will process invoice payments upon the successful completion of the abovementioned deliverables in line with the signed service level agreement (SLA)

Initials

Date:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

**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:

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

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:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
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		
OR		
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 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:**

Stipulated minimum threshold

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Executive L-Shaped Desk with Flush mount units in grey/silver and Wire basket 351mm Silver 2 Way (shared)	90%
Executive High Back Chair	65%
Executive Wall Unit	100%
Executive Meeting Table	100%
Executive Mid-Back Chair	65%
Wooden Coat Stand White	100%
Server 1800X 500X 900mmH, with 4 doors	100%
Executive High-Back Chair	65%
Four leg chrome visitor's chairs	70%
Roller door system cabinet	100%
Free Standing tall Boys	90%
Desk 1300X800mm, 32mm Top with 50x50mm Steel Frame - Verzasca Oak with Flush mount units in grey/silver and Wire basket 351mm Silver 2 Way (shared)	100%
Rectangular sandblasted white glass screen	100%
Desktops and Pedenza	90%
Silver steel coat and hat stand	100%
Steel letter tray 2 tier	100%
Steel wastebin	100%
One seater Genuine Leather Couch	100%
Boardroom Table - 50 Square Metres	100%
Executive High -Back Chair: Brown	65%
2-Seater Genuine Leather Sofa	100%
1 Seater Genuine Leather Sofa	100%
The round 4-Seater steel bar table	100%
High steel bar chair	65%
Dark Brown Office sideboard	100%
L Shaped Reception Counter	100%

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

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. OVG (04) 2022-23

ISSUED BY: (Procurement Authority / Name of Institution):

OFFICE OF THE VALUER GENERAL(OVG)

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. 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:

- (i) 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
- (c) 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 (04) 2022/2023
 (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)	TenderQty	Total tendervalue	Total exempted imported content	Total Importedcontent
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	Executive L-Shaped Desk							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							2			
7	Server 1800X 500X 900mmH, with 4 doors							2			
8	Executive High-Back Chair							25			
9	Four leg chrome visitor's chairs							10			
10	Roller door system cabinet							29			
11	Free Standing tall Boys							20			
12	Desk 1300X800mm, 32mm Top with 50x50mm Steel Frame							20			
13	Rectangular sandblasted white glass screen							10			
14	Desktops and Pedenza							5			
15	Silver steel coat and hat stand							5			
16	Steel letter tray 2 tier							27			

(C20) Total tender value	R
(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	R

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	RFQ: 0000	Note: VAT to be excluded from all calculations
(D2)	Tender description:	For the Provision of Construction Services for the Design and Installation of electric fence at CSIR Cottesloe Campus	
(D3)	Designated Products:	Steel, electric cables and telecom cables	
(D4)	Tender Authority:	CSIR	
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:	EU <input type="text"/> GBP <input type="text"/>	

A. Exempted imported content

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 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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 0

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

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 0

D. Other foreign currency payments

D. Other foreign currency payments					Summary of 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

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Signature of tenderer from Annex B

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	RFQ:	
(E2)	Tender description: Refurbishment of Building 43D at the CSIR Pretoria campus		
(E3)	Designated products: Steel, Office furniture, textiles		
(E4)	Tender Authority:	SCIR	
(E5)	Tendering Entity name:		

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



SAGE

Office

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

Office of the Valuer General

I/We hereby request and authorize 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 authorized 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 OVG will supply 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 OVG 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 Names (as per id)	
Surname	

Address Detail	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

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

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

Contact Details

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

	Supplier details	Organization sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of the Office of the Valuer General where form is submitted from:



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)

6th Floor

Centre Walk Building

266 Cnr Andries and Pretorius Street

Pretoria

1. PURPOSE

1.1 To appoint a suitable service provider to provide a once of service to supply, deliver and install office furniture at Centre Walk building.

2. BACKGROUND AND DISCUSSION

2.1 The Office of the Valuer General (“OVG”) came into operation on the 1st 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 newly appointed OVG staff.

2.2 The OVG is housed at Praetor Forum Building, 267 Lillian Ngoyi Street, Pretoria which is a leased building, with effect from October 2016 and has secured other offices at the Centre Walk building.

2.3 Based on the above, the intention is therefore to appoint a service provider with the necessary capacity to supply, deliver and commission all furniture items required for the offices at the 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 DETAILED DESCRIPTION OF THE REQUIRED PRODUCTS

1. Executive L-Shaped Desk: Consisting of; Desk 2200x 1000MM with 2 panel legs dark mahogany veneer, WITH L Extension FREE STANDING SAME HEIGHT AS DESK (roller door Credenza)1200L x 600mmD 80mm Thick tip, PANEL LEGS 50MM - Deep filer Drawers-

2

- Including 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
- Wire basket 351mm SiLver 2 Way (shared)



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

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

2



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



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

2



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

8



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



2

7. Server 1800X 500X 900mmH, with 4 doors, adjustable shelves internally, Monument oak/White combo



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

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

25



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

10



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

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

29



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



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

12. Desk 1300X800mm, 32mm Top with 50x50mm Steel Frame - Verzasca Oak-

20

- Including 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**
- Wire basket 351mm SiLver 2 Way (shared)-



13. 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



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 DESKTOPS AND CREDENZA** 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 3 drawers and roller SILVER door not hinged door
- Including 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**
 - Wire basket 351mm SiLver 2 Way (shared)

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

15. Silver steel coat and hat stands – L



5

16. 2 Tier Veneer letter trays Steel white



27

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

17. Steel white 500mmH Round wastebin



28

18. One seater couch with steel legs, in 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

19. Boardroom Table Rectangular 8400X1500mmW =26 Seater on Monument oak laminate, 4 part with 50mm Thick top and 120mmthick box legs , including reticulation channels below the surface and an inlay 700mm from the ends bonded col 64 - allow for 2X Pop ups 5
PART IS BETTER DUE TO LIFT SIZE = 1650x1500MM-



1

20. Executive High-Back Chair: should have swivel and tilt mechanism, Flex arms , pupadded and allu mechanism on back in **Bonded Leather Col 108, chrome base. Brown-**



16

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

21. 2-Seater Genuine Leather Sofa (Brown): Length 1900 x Depth 950 x Height - 740



2

22. 1 Seater Genuine Leather Sofa (Brown): Length 1100 x Depth 950 x Height 740



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

23. The round 4-Seater steel bar table

The round 4-Seater bar table

Table frame: Steel

Tabletop: Steel

Dimensions : 60cm (D) x 107cm (H)

Tabletop: Grey



2

24. High steel bar chair

- Suede seat and backrest
- Metal gold sturdy legs
- Maximum weight 120 kg
- Height from floor to seat - 65 - 75 cm
- Coco French Style High Bar Chair



8

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

25. Dark Brown Office sideboard

- Dark brown office sideboard with two shelves, locking side cabinets, and a pull-out drawer.
- The dimensions are 800 cm in height, 400 cm in width, and 1200 cm in length.
- 2 x hinged side cabinets with locks and an open bookshelf (2 shelves) and a single drawer in the centre.



1

26. L Shaped Reception Counter

L-shaped receiving counter with a length of 2.4 meters, a width of 1.60 meters, and a height of 110 meters

2,400cm(L) x 1,600cm(W) x 1,100cm(H)

- The two-toned manufactured wood should have ample storage, including shelves, on the back of the desk
- Monument oak with dark brown top



2

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

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 SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE THE OVG WITH THE SAMPLES OF THE TYPE OF FURNITURE PRIOR TO CONFIRMATION OF FULL DELIVERY

4. BIDS WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED IN THIS BID AS FOLLOWS:

- a) Evaluation for Prequalification criteria
- b) Evaluation in terms of local production and content
- c) Evaluation for mandatory criteria
- d) Evaluation in terms of 80/20 preference point system

4.1 Evaluation for Prequalification criteria

Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond:

- An **EME or QSE**.

Bidders must attach either:

- I. B-BBEE Status Level Verification Certificates (Verification Agencies accredited by SANAS)
- II. Sworn Affidavit signed by the deponent and attested by the Commissioner of Oaths
- III. B-BBEE certificate issued by the Companies and Intellectual Property Commission to substantiate their BBEE rating claims.)

Note: Any tender not complying with the above-mentioned stipulation, will be regarded as non-responsive and will therefore not be considered for further evaluation.

4.2 Evaluation in terms of local production and content

4.2.1 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.

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

4.2.2 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.

4.2.3 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.

4.2.4 A copy of the authorized letter must be submitted together with the bid document at the closing date and time of the bid.

4.2.5 For further information, bidders may contact the Industrial Procurement Unit within the DTI at 012 394 3927 or email: localcontent@thedti.gov.za

4.2.6 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 (Annexure 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) at no cost.

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4.2.7 The stipulated minimum threshold(s) for local production and content for this Bid is as follows:

	Description of Required Goods	Required Minimum Threshold for Local Production and Content	Quantity
1	Executive L-Shaped Desk with Flush mount units in grey/silver and Wire basket 351mm Silver 2 Way (shared)	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%	2
7	Server 1800X 500X 900mmH, with 4 doors	100%	2
8	Executive High-Back Chair	65%	25
9	Four leg chrome visitor's chairs	70%	10
10	Roller door system cabinet	100%	29
11	Free Standing tall Boys	90%	20
12	Desk 1300X800mm, 32mm Top with 50x50mm Steel Frame - Verzasca Oak with Flush mount units in grey/silver and Wire basket 351mm Silver 2 Way (shared)	100%	20
13	Rectangular sandblasted white glass screen	100%	10
14	Desktops and Pedenza	90%	5
15	Silver steel coat and hat stand	100%	5
16	Steel letter tray 2 tier	100%	27
17	Steel wastebin	100%	28
18	One seater Genuine Leather Couch	100%	2
19	Boardroom Table - 50 Square Metres	100%	1
20	Executive High -Back Chair: Brown	65%	16
21	2-Seater Genuine Leather Sofa	100%	2
22	1 Seater Genuine Leather Sofa	100%	2
23	The round 4-Seater steel bar table	100%	2
24	High steel bar chair	65%	8
25	Dark Brown Office sideboard	100%	1
26	L Shaped Reception Counter	100%	2

4.2.8 The Declaration Certificate for Local Production and Content [SBD 6.2

- All sections of this document **MUST** be completed.
- The document **MUST** be signed, witnessed, and dated by duly authorized person.

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- Service Provider **MUST** clearly declare their Local Content Percentage commitment per item quoted

4.2.9 Annexure C – Local Content Declaration: Summary Schedule

- All sections of the document **MUST** be completed.
- The document **MUST** be signed and dated.
- Bidders **MUST** clearly declare their Local Content Percentage commitment per item quoted

Annexure D – Imported Content Declaration and Annexure E – Local Content Declaration are Supporting Schedules to Annexure C

Failure to duly complete the documentation in full, declare per item, sign, and submit all these Mandatory Returnable Documents at the Closing Date and time of this BID will result in a Respondent's disqualification.

4.3 EVALUATION FOR MANDATORY CRITERIA

4.3.1 Bidders are required to attach a clearly marked Repairs and Replacement Plan and Guarantee and warrantee plan for minimum of 3 years.

4.3.2 Compulsory briefing and site inspection at Praetor forum building.

4.3.3 The pricing schedule forms part of the Terms of Reference and must be fully completed

4.3.4 Attach a resolution letter authorizing a particular person to sign the bid Documents.

Note: Any tenderer not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation

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4.4 ADMINISTRATIVE REQUIREMENTS

a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- 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.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e- filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

b) All SBD forms (SBD4, SBD 6.1 and SBD 6.2) must be fully completed and returned with the bid on the closing date

4.5 EVALUATION IN TERMS OF FUNCTIONALITY

4.5.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder.

4.5.2 The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

4.5.3 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

4.5.4 Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

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The applicable values that will be utilized when scoring each criterion ranges from: **0=No attachment, 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<p>ABILITY AND CAPABILITY</p> <ul style="list-style-type: none"> • Experience. • Competency • Track record 	<p>Company experience: Demonstrate a firm/institution proven track-record in supply, delivery and assemble of Furniture by attaching Appointment Letters or Purchase Order (PO) or Reference Letter clearly indicating that you have previously undertaken similar task.</p> <p>0 = No Attachment 1 Point= 1 Letter 2 Points= 2 Letters 3 Points= 3 Letters 4 Points= 4 Letters 5 Points= 5 Letters</p>	100
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage(Preference Points System).

4.6 EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

Only bids that achieve the minimum qualifying score of 60 for functionality will be evaluated further in accordance with the 80/20 preference point systems as prescribed Preferential Procurement Regulations 2017.

4.6.1 APPLICATION OF 80/20 PREFERENCE POINT SYSTEM

- a) The 80/20 preference point system is applicable to this tender with a Rand value equalto, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included).
- b) Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tenders to substantiate their B-BBEE rating claims except for EMEs and

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QSEs who are required to submit Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission.

- c) A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- d) Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process

4.6.2 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:

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

4.6.3 Calculation of total points scored for price and B-BBEE status level of contributor

The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder’s total points scored out of 100.

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4.6.4 CRITERIA FOR BREAKING DEADLOCK IN SCORING

- a) If two or more tenderers have scored equal total points, the successful tenderer must be the one that scored the highest points for B-BBEE.
- b) If two or more tenderers have equal points, including equal preference points for B-BBEE, the successful tenderer must be the one scoring the highest score for functionality if functionality is part of the evaluation process.
- c) If two or more tenderers are equal in all respects, the award must be decided by the drawing of lots.

5. INFORMATION SESSION

- 5.1** Kindly take note that there will be a compulsory briefing and inspection session that will be held on the date and time specified on invitation at Office of the Valuer-General (OVG), 3rd Floor Praetor Building, 267 Lillian Ngoyi Street, Pretoria

6. HEALTH AND SAFETY

- 6.1** 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.

7. SUB-CONTRACTING

- 7.1** 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.

8. SECURITY AND CONFIDENTIALITY OF INFORMATION

- 8.1** 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.

9. TERMS AND CONDITIONS OF THE PROPOSAL

- 9.1** Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the OVG Supply Chain Management general contract conditions.
- 9.2** 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.

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9.3 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.

9.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are always available and that it should be replaced as required.

9.5 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.

9.6 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.

9.7 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.

9.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. OVG has the right to reject such.

9.9 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.

9.10 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

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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.

- 9.11** 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.
- 9.12** Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the OVG may cancel the contract within one month notice.
- 9.13** 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, 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.
- 9.14** Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 9.15** Ensure that the OVG is informed of any removal and replacement of personnel for security reasons.
- 9.16** Provide Management report monthly. The report shall be based on different services and shall cover all work performed and completed during the month.
- 9.17** 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.
- 9.18** In case where the OVG decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision.

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- 9.19** All cleaning and hygiene equipment and detergents should be provided by the bidder.
- 9.20** 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**).
- 9.21** All equipment to be supplied must be durable and SANS approved.
- 9.22** The OVG reserves the right to award this contract to more than 1 service providers.
- 9.23** The successful bidder will be expected to submit monthly certificates for waste disposal to ascertain compliance to regulations.
- 9.24** The company and its employees may be subjected to positive security vetting and screening.
- 9.25** By participating in this bid, you are accepting to having your Personal Information published on the websites (OVG/National Treasury) for purposes of enhancing compliance, monitoring, and improving transparency and accountability within Supply Chain Management.
- 9.26 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.
 - 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

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10. REQUEST FOR FUTHER INFORMATION

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

Technical Enquiries

Mr. Muthuphei Netshitungulu/ Mr. Gobusamang Ishmael Sekwale

Tel: 083 407 2086/ +27 060 535 5769

Muthuphei.Netshitungulu@ovg.org.za/ Gobusamang.Sekwale@ovg.org.za

For Supply Chain Management enquiries, please contact:

Mr. Gobusamang Ishmael Sekwale

Gobusamang.Sekwale@ovg.org.za

Tel: 060 535 5769

Ms. K Seatlholo

Kehilwe.seatlholo@ovg.org.za

Tel: 071 604 0399

11. Publication

Open Bid (OVG and DALLRD Website, National Treasury E-portal)

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
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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)