



CALL FOR BIDS

BID NO: ECDC/ELN/384/062023

BID SUBJECT: PANEL OF VALUERS FOR VALUATION OF ECDC ASSETS FOR THREE (3) YEARS

Issued by:

Prepared By

Eastern Cape Development Corporation

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BIDDER NAME:

CSD NUMBER:

CLOSING DATE:	22 AUGUST 2023
CLOSING TIME:	12h00

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SECTION A: ABBREVIATIONS AND ACRONYMS	
B-BBEE	Broad-based Black Economic Empowerment
B-BBEEA	Broad-based Black Economic Empowerment Act 53 of 2003
B-BBEE Codes	Broad-based Black Economic Empowerment Codes of Good Practice-2007
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply chain management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that

	date.
Broad based black empowerment	Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people.
Broad based black empowerment Act	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
Close family member	Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.
Firm price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South

	African port of entry.
In the service of the state	<p>means:</p> <p>an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis.</p> <p>an employee or public servant of any national or provincial government as defined in terms of Public Services Act.</p> <p>a member who –</p> <p>is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998);</p> <p>is a politician serving in any provincial legislature; or</p> <p>is a politician serving in the National Assembly or the National Council of Provinces;</p> <p>a member of the board of directors of any municipal entity;</p> <p>an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.</p>
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	<p>Means a commercial transaction between ECDC and a private party in terms of which:</p> <p>the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period;</p> <p>the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees</p>
Qualifying small entity	Means a qualifying small entity that qualifies for measurement under a certain value as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	<p>Means:</p> <p>any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA</p> <p>any municipality or municipal entity</p> <p>national Assembly or the national Council of Provinces; or parliament</p>
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid’ above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this

	policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

SECTION B

General Information

1.1 Description of the bid content

Eastern Cape Development Corporation (ECDC) wishes to, through this Bid, engage competent, suitably qualified and professionally registered Property Valuers to be shortlisted for the Panel of Valuers to assist, *inter alia*, in the provision of the following services:

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

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

The properties are situated in the following areas:

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

Accommodation costs incurred by service providers because their office is outside of the above areas will not be covered by ECDC.

Valuation of large neighbouring plots of Vacant Land that contain multiple ERFs will not be charged at a full price but charged as an hourly add on to the agreed charge rate.

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

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

1.2 Eligibility to Bid /Minimum Requirements

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

1.3 Estimated Timeline

Activity	Date	Time
Placing of Advert	28 July 2023	N/A
Compulsory Briefing	There will be no briefing meeting for any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za , attention S Matyaleni. Answers/Clarity on Bid will be posted on the website at www.ecdc.co.za	
Last date of questions	15 August 2023	16h30
Final date of submission proposals	22 August 2023	12h00
Validity Period	6 Months	

1.4 Compulsory Briefing Session

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

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

1.5 Submission of Bid Documents

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

Bid Reference Number: **ECDC/ELN/384/052023**
Project Name: **PANEL OF VALUERS FOR VALUATION OF ECDC ASSETS**
Attention: **S MATYALENI**
Delivered at: **ECDC Head Office at ECDC House,
Ocean Terrace Park, Moore Street,
Quigney, East London, 5201**

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

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

NO ALTERATIONS OF THE BID DOCUMENT WILL BE ALLOWED.

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

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

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

1.6 Preferential Procurement

This bid and during the time of Request for Quotation the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022 as applicable to Provincial Government Business Enterprises as listed under Schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time will apply.

1.7 Evaluation Criteria

All proposals shall be evaluated as follows:

Pre- Qualification	Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further. Failure to submit the Mandatory Tender Requirements as required will result in the bid being disqualified.
Stage 1	Involves an evaluation of functionality only – The proposals scoring a minimum of 60% for functionality points will be short listed and will be invited to participate in the next phase of the procurement process (negotiating standard rates and conditions of contract for the Panel of Valuers for the duration of 36 months). Submissions scoring less than 60% will be deemed to be non-responsive. ECDC reserves the right to limit the number of service providers on the panel.

Pre-Qualification Stage (Mandatory requirements)

Bidders to meet the following Mandatory Requirements to be evaluated:

Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
<p>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</p> <p>The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p> <p><u>Directors/Employees in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should:</p> <ol style="list-style-type: none"> a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee. <p>ECDC reserves the right to verify such information from their AO/AA</p> <p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	Yes	Yes

	Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. 	Yes	No
3.	<p>Valid Professional Registration Certificate for the Team Leader (Team Leader to be either a Professional Valuer or Unrestricted Professional Associated Valuer) from the South African Council for the Property Valuers Profession.</p> <p>Note: ECDC reserves the right to verify the validity of the registration with the SACPVP as at the time of the closing date of bid and during the validity period of the bid.</p> <p>Should the validity of the registration expire during the valuation and adjudication of the bid and during the duration of the contract period,</p>	Yes	Yes
4.	<p>Letter of Authority should be submitted authorising the individual to sign on behalf of the bidder if</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p>	Yes	Yes
6.	<p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the individual completing the bid document.</p>		
5.	<p>Annexure A – Supplier Information (Completed and Signed by the delegated Authority)</p>	Yes	Yes
6.	<p>ANNEXURE B – Areas of Competencies of a Bidder (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	Yes	Yes
7.	<p>Annexure C– Organogram (Signed and Completed by delegated authority)</p>	Yes	Yes
8.	<p>Annexure D– Rates Pricing Schedule (Signed and Completed by delegated authority)</p>	Yes	Yes
9.	<p>Annexure E– (SBD 4): Bidders Disclosure (To be Signed and Completed by the Duly Authorised Signatory).</p>	Yes	Yes

	Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
10.	<p>Annexure F - Statement of Consent to Data Processing (To be Signed and Completed by the Duly Authorised Signatory). Non-submission of this Annexure with the RFQ will not result in disqualification, however, Bidder will be requested to fill in the Annexure in order for the ECDC to process and evaluate their RFQ as per POI Act</p>	Yes	<p>No (This is required for evaluation in order for ECDC to process the Bidder's RFQ)</p>
11.	<p>Annexure G– (SBD 6.1.): Preferential Points Claim (Signed and Completed). Preferential Points Claim (Signed and Completed). Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</p>	No	No
12.	<p>Annexure E: Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No
<p>The following will be applicable to Joint Ventures/Consortium Bidders should not that the calculation of points for Joint Ventures/ Consortiums will be calculated in line with the provisions of Circular 02 of 2023/24</p>			
13.	<p>Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.</p>	Yes	Yes
14.	<p>Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.</p>	Yes	Yes
15.	<p>Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).</p>	Yes	Yes

	Description	Mandatory Requirement for Award	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close
16.	<p>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium mem Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality.</p> <p>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document for all JV / Consortium members</p>	No	No
17.	<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</p>	No	No

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

1.7.1 Stage 1 – Functionality Evaluation Criteria

This stage involves the evaluation of Functionality only – At this stage Bidders must score a minimum percentage of 70% for functionality (services) in order for them to be shortlisted for invitation to participate in the next procurement process (negotiate standard rates and conditions of contract for the Panel of Valuers for the durations of 36 months).

Submissions scoring less than 70% will be deemed to be non-responsive.

CRITERIA FOR FUNCTIONALITY			
Capacity			
Human Resources			
	<p>Skill mix of the team</p> <p>Bidder to provide Organogram of the team to be utilised for this project with roles and responsibilities of each team member. (Team Leader to be a Professional Valuer or Unrestricted Professional Associated Valuer, registered with SACVPV.</p> <p>Points Allocation:</p> <p>Points will be awarded for the Team Leader, either Professional Valuer or Unrestricted Professional Associated Valuer. Additional points will be awarded if the Bidder has a Candidate Valuer for</p>	25	25

mentorship in their Team (Submit proof of Valid Candidate Valuer Registration) . Submit <u>Registration Certificates</u> with SACPVP:			
Points: Professional Valuer = 25 points Unrestricted Professional Associated Valuer = 15 points Candidate Valuer = 5 points (additional points to be scored)			
Note if Service Provider has more than one resource in that category i.e. Professional/Professional Associated/Candidate Valuer (Points will be averaged for that Category)			
Qualifications (Attach <u>certified copy</u> of original qualification certificate as proof): The highest qualification will be used to allocate points.			
a	Masters relevant to valuations e.g. M Prop or MSC Property Studies/Real Estate	25	25
b	Honours relevant to valuations e.g. Honours in Property Studies or Real Estate	20	
c	Degree relevant valuations e.g. BSC Property Studies or B. Com Real Estate	10	
d	National Diploma relevant to valuations e.g. Property Valuation/Real Estate (Property Valuation)	6	
Experience & Track Record			
Years of Experience - Team Leader experience in property valuation post Professional Registration. Attach comprehensive CV with years of experience, contactable references and copy of Professional Registration)		25	50
a	More than 10 years	25	
b	8-10 years	20	
c	6-7 years	15	
d	3-5 years	10	
e	1-2 years	5	
Track Record Provide signed reference letters with contact details of similar projects/works completed. Points will be allocated per reference letter. Allocation of points will be scored if Reference letters are signed, with contact details, and the client has indicated that the Bidder carried out the service satisfactorily/good or more		25	
a	5 similar projects and above (5 signed reference letters by client with their contact details)	25	
b	3 similar projects and above (3 signed reference letters by client with their contact details)	20	
c	2 similar projects (2 signed reference letters by client with their contact details)	15	
d	1 similar project (1 signed reference letter by client with their contact details)	10	
Total Points			100

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

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

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

$$P_s = \frac{S_o}{M_s} \times 100 \text{ Where:}$$

P_s = percentage scored for functionality by proposal under consideration

S_o = Total score for proposal under consideration

M_s = Maximum possible score

1.7.1.4 The percentages of each panel member of the evaluation committee shall be added and divided by the number of panel
Panel of Valuers for Valuation of ECDC Assets for three (3) years ECDC / ELN/384/062023

members (evaluation committee) to establish the average percentage obtained by each bidder for functionality.

1.8 Alteration or withdrawal of Proposals

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

1.9 Costs for preparation of proposals/presentations

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

1.10 Ownership of proposals and presentations

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

1.11 Tax Clearance Certificate requirements

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

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

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

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

1.12 Confidentiality

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

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

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

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

1.13 Inventions Patent and Copyrights

1.13.1 The service provider cedes, assigns, and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

1.13.2 Provide ECDC the sole and exclusive right to alter and adapt the work.

- 1.13.3 The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.14 Ethics

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

1.15 Competition

- 1.15.1 Bidders/interested service providers and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.15.2 In general, the attention of bidders/interested service provider is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.15.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.15.4 If bidders/interested service provider have reason to believe that competition issues may arise from any submission of a response to this bid/expression of interest they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.15.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this bid/ expression of interest.
- 1.15.6 In this regard bidders/interested service providers are required to complete Annexure J, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals/expression of interest/bid. The disqualification will be applicable at any stage of the bidding and / or engagement process.
- 1.15.7 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.
- 1.15.8 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in
- 1.15.9 addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.16 Cancellation of Expression of Interest/Bidding Process

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

to appoint any of the qualifying Bidders.

1.17 Negotiations of Standard Rate

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

1.18 Contract Award/Shortlisting

1.18.1 ECDC reserves the right to limit the number of service providers on the panel.

1.18.2 Where a service provider is appointed to the panel, ECDC does not guarantee that such service provider will receive a task instruction/s to perform services in accordance to this Bid.

1.18.3 Service providers will be notified of the short-listing and award in writing by the Procurement Department of ECDC.

1.18.4 As a guideline regarding the content of the service level agreement, the bidder/interested party is referred to the general conditions of contract of ECDC. The terms and conditions as agreed upon during the negotiations and as approved by the ECDC Delegated Authority will be included in the Service Level Agreement.

1.18.5 ECDC reserves the right to award task instruction/s to service providers according to each service provider's location, area/s of capability of the team members, capacity of the team and the availability.

1.18.6 Until such time that an appropriate contract has been concluded in writing between the ECDC and the successful Service Provider, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Service Provider to carry out the works or services provided for in this Bid/proposal/expression of interest.

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

1.19 Signing of documentation

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

1.20 Supplier Due Diligence

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

1.21 Disclaimer

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

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

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

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session.

- 1.21.4 The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken because of the preparation and dissemination of this EOI request.
- 1.21.5 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the interested service provider to pay penalties and/or damages to ECDC; and
- 1.21.6 The aggregate liability of the interested service provider to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.22 Contact and Communication

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	Sinethemba Matyaleni
Telephone number	043 704 5640
E-mail address	tenders@ecdc.co.za

ETHICS & FRAUD HOTLINE REPORTING CHANNELS

HOTLINE DETAILS

Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	ecdc@behonest.co.za aidc@behost.co.za
SMS Number:	48691
Free Post	BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075
Website Link	www.behonest.co.za
Chat	www.behonest.co.za

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

SECTIONS C
TERMS OF REFERENCE / BID SPECIFICATIONS

ABOUT ECDC

Vision

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

Mission

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

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

1. Background (To the Project)

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

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

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

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

1. Scope of Services Required

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

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

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

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

1.7 Minimum Content of Valuation Report

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

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

REFER 2.7.15 Above.

TABLE A: Required Performance Standard

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

Table A

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

TABLE B: Accessibility Rating

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

Table B

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

TABLE C: User Condition Rating

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

Table C

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

C1	Accommodation has failed, is not operational and is unfit for occupancy. Risk Index: Accommodation is unusable, immediate high risk to security, health and safety or property. Significant cost impact.
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2. Negotiations

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

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

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

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

Travel and accommodation

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

3. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

Interested Service Providers must demonstrate the following in their proposal.

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

3.1.1 It has adequate human resources and personnel to dedicate to the needs of the project.

3.1.2 Team Leader to be a Professional Valuer or Unrestricted Professional Associated Valuer (Attach copy of Registration Certificate from the SACPVP).

Submit Organogram consisting of roles and responsibilities of the Team.

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

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

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

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

3.3.1 Team Leader has demonstrated a minimum of 1-year post registration experience in the field to which this Bid relates.

3.3.2 It has a track record of similar projects of at least 1 completed project- demonstrated by submission of signed reference letter indicating that the Bidder has performed the services satisfactorily or more.

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

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

CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

- 1.1 Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 1.2 The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 1.3 The Service providers shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

2. Obligation to perform and sub-contracting (Sub –Contracting)

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

3. ECDC facilities

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

4. Force majeure

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

5. Insurance

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

6. Responsibility to perform.

- 6.1 Delivery of the goods and performance of services shall be made by the service provider in accordance with the time

schedule prescribed by ECDC in the contract/task instruction.

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

7. Duration of the contract

- 7.1 It is anticipated that the appointment/shortlisting will be made during end **Jul 2023** which will result in the signing of a Service Level Agreements with the panel service providers.
- 7.2 The Panel of Verification and Valuation service providers will be for a period of 36 (thirty six) months.**
- 7.3 Upon any delay beyond the delivery period in the case of provision of works as per a works order (task instruction), ECDC shall, without cancelling the contract, be entitled to reallocate the works order (task instruction) to another service provider and to place the name of the service provider that has not delivered on time at the bottom of the list for rotation.
- 7.4 Work may only be commenced by service providers acknowledgement of receipt of a written task instruction by ECDC and once an order for the task instruction has been generated.

8. Payments and tax

- 8.1 Payments shall only be made in accordance with the standard rates as negotiated and agreed upon during the negotiation and award stage of the bid. Payments will not be processes where written task instructions have not been issued by ECDC. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the standard rates negotiated and agreed upon by the panel service providers, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.
- 8.2 ECDC will re-imburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation. This will only be permitted in line with the terms and conditions as agreed upon during the negotiation and award stage of the bid and as agreed upon in the task instructions issued by ECDC.
- 8.3 The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

- 8.4 Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.
- 8.5 The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.
- 8.6 Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.
- 8.7 A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.
- 8.8 A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

9. VALUE ADDED TAX (VAT)

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

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

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

Legal Name of Bidder : (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Service Provider to indicate if they have Office/Branch Office in the following area/municipality by filling in the Physical Addresses below	
Physical Address of Office in Buffalo City Municipality	
Physical Address of Office in Amatole District Municipality	
Physical Address of Office in Enoch Mgijima Municipality	
Physical Address of Office in Mquma Municipality	
Physical Address of Office in King Sabata Dalindyebo	
Physical Address of Office in OR Tambo District Municipality	

Physical Address of Office in Mzimkhulu	
Physical Address of Office in Kokstad	
Contact Person	
Title/Position in the Firm	
Mobile Number	
Bidder Telephone Number	
Facsimile Number	
Email Address of Contact Person	
Email Address of Bidder	
VAT Registration Number (Same as CSD)	
Central Supplier Database Number	MAAA
Professional Registration Number: Team Leader	
B-BBEE STATUS VERIFICATION	
Very Important: (Attach B-BBBEE Status Verification from Accredited Service Provider or B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)	
Are the Accredited Representative in South Africa for the Goods /Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)
Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
Is the Entity a resident of the Republic of South Africa (RSA)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have any source of income in the RSA	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register	
<u>VERY IMPORTANT</u>	

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

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

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

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

.....

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure B: Area of Competencies of Bidder

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

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

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
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Annexure C: Organogram

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

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
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Annexure D: Rates Pricing Schedule for Services

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

4.7	More than 60 000 m2 but less than 70 000m2	
4.8	More than 70 000 m2 but less than 80 000m2	
4.9	More than 80 000 m2 but less than 90 000m2	
4.10	More than 90 000 m2 but less than 100 000m2	
4.11	More than 100 000m2	

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

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

The Bid Fees/Prices must remain valid for a period of 180 days from date of closure of bid.

ECDC reserves the right to request the Bidder's latest audited financial statements in order to ascertain financial stability of the Bidder prior to award of the bid. Failure by the Bidder to provide the latest audited financial statements may invalidate the bid

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

3. Other Services

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

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

PERSON	RATE PER HOUR
Candidate Valuer (With recognised qualification)	

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

4. Travel

4.1 Travel Time

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

PERSON	RATE PER HOUR	
Candidate Valuer (With recognised qualification)		

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

4.2 Travel distance

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

5. Accommodation

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

6. Disbursements

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

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
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Annexure E: BIDDER'S DISCLOSURE (SBD4)**Note:** Mandatory Requirement. Failure to complete and sign this document will result in the bid being non responsive.**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 interest in the enterprise, employed by the state? Yes No

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

Full Name	Identity Number	Name of State institution

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

- If so, furnish particulars:

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

- 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:

- 5.1 I have read and I understand the contents of this disclosure;
- 5.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 5.5 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 5.4 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.
- 5.4 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.
- 5.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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 5 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 05 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

TATEMENT OF CONSENT TO DATA PROCESSING

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

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

Identitynumber _____ (“**the applicant**”)

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

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

SIGNATURE of the DELEGATED AUTHORITY		DATE	
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Annexure G: SBD 6.1 Preference Point Claim in terms of the Preferential Procurement Regulations 2022

SBD 6.1: Complete in full and sign

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

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

1 GENERAL CONDITIONS

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

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

1.28 **Principle applicable for this tender /quotation is:**

- a) The value of this bid is estimated to be from R1 million but not exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

1.29 Points for this tender shall be awarded for:

- (i) Price; and
- (ii) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	
51% and above black owned enterprise	10
Eastern Cape based supplier	5
51% and above women owned enterprise	3
51% and above youth owned enterprise	2
Total points for Price and SPECIFIC GOALS	100

1.31 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.32 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2 DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets

through public auctions; and
 (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

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

2.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point

system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS				
51% and above black owned enterprise		10		
Eastern Cape based supplier		5		
51% and above women owned enterprise		3		
51% and above youth owned enterprise		2		
SPECIFIC GOALS		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

3.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less

favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SIGNATURE of the DELEGATED AUTHORITY (Attach Delegation of Authority)		DATE	
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Annexure H: GENERAL CONDITION OF CONTRACT