



**GAUTENG**  
**LEGISLATURE**  
Your View ~ Our Vision

**REQUEST FOR PROPOSAL**

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT THE VALUATION OF  
IMMOVABLE ASSETS FOR THE GAUTENG PROVINCIAL LEGISLATURE**

**RFQ NO: PR 10064506**

**CLOSING DATE: 27 JANUARY 2025**

**TIME: 11:00 AM**

**RFQ SUBMISSION: VLetshokota@gpl.gov.za**



**ADMINISTRATIVE BASIC  
COMPLIANCE REQUIREMENTS**

**Section 1**

These are documents required for this bidding. Should the bidder fail to submit the following documents, the bid will be disqualified automatically:

Item	Description	Mandatory	Submitted	
			Yes	No
1	Technical Proposal	Yes		
2	Bidder's Disclosure (SBD 4) Original completed and signed.	Yes		
3	Preference Point Claim form (SBD 6.1) Original completed and signed.	Yes		
4	Did you submit copies of full Company Registration documents?	Yes		
5	Did you submit copies of South African IDs' for directors?	Yes		
6	Did you submit your company profile?	Yes		
8	Did you submit one (1) electronic copy of the RFQ ?	Yes		
9	Joint Venture / Consortium agreement / Trust Deed (if applicable): <ul style="list-style-type: none"> <li>• Did you submit all documents for all parties of the Joint Venture/Consortium/Trust Deed?</li> <li>✓ Certified copies of shareholders certificates</li> <li>✓ Certified copy of Company Registration documents</li> <li>✓ Certified copy of ID documents of the Directors or Members</li> </ul>	Yes		

**Service Provider's Name:**.....

**Completed by:**.....

**Signature:**.....



**Session** **Non-Compulsory Virtual Briefing**  
**(Declaration of Attendance)**

**Section 2**

**BID NUMBER:** PR10064506

**BID DESCRIPTION:** APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT VALUATION OF THE IMMOVABLE ASSETS FOR THE GAUTENG PROVINCIAL LEGISLATURE

**BID CLOSING DATE** : 27 JANUARY 2025

**CLOSING TIME** : 11H00am

**NON-COMPULSORY BRIEFING SESSION:** YES

**Venue:** Microsoft Teams

**Date:** 22 JANUARY 2025

**Time:** 11H00am

I/We hereby declare that I/we attended the non-compulsory briefing session to understand the requirements of the GPL to supply all or any of the supplies and/or to render all or any of the services described in the attached bid documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

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

CERTIFY THAT THE INFORMATION FURNISHED AT THE NON-COMPULSORY BRIEFING SESSION WAS UNDERSTOOD.

<p><b>SIGNATURE OF BIDDER OR ASSIGNEE(S)</b></p>          <p>.....</p>	<p><b>DATE:</b> .....</p>
--	---------------------------

Position .....

Name Bidder .....

Name of Company.....

SIGNATURE OF GPL OFFICIAL \_\_\_\_\_ 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 interest<sup>1</sup> 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**

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: .....

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<sup>1</sup> 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.

**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 consortium<sup>2</sup> 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 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

1.1 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 applicable preference point system for this tender is the 80/20 preference point system. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.4 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.

1.5 The Gauteng Provincial Legislature 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

#### 3.1. 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:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{80/20 (Pt - P \max)}{P \max} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{90/10 (Pt - P \max)}{P \max} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. 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:
- 4.2. 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.

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system on the table below).**

- 4.3. The 20 preference points will be distributed as follows:

#	GROUPING	POINTS	VERIFICATION
<b>1</b>	<b>HDI</b>	<b>12</b>	
1.1	<b>Black owned</b>	6	Registration Documents and ID Copy
1.2	<b>Women</b>	3	Registration Documents and ID Copy
1.3	<b>PWDs</b>	3	Letter from the Doctor
<b>2</b>	<b>Youth</b>	<b>4</b>	<b>ID Copy</b>
<b>3</b>	<b>Locality</b>	<b>4</b>	<b>Letter from Ward Councillor or Tribal Authority or Affidavit or Lease Agreement</b>
	<b>TOTAL</b>	<b>20</b>	

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

- 5.1 Name of company/firm.....
- 5.2 Company registration number: .....

5.3 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]

5.4 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) Tenderers .....

NAME AND SURNAME .....

DATE: .....

ADDRESS .....

.....

.....

## **1. INTRODUCTION**

The Gauteng Provincial Legislature (GPL) a National Key Point premise and established in terms of section 104 of the Constitution of the Republic of South Africa (1996) is housed at a Heritage Site, the City Hall in Johannesburg, 43 Rissik Street. The institution has both movable and immovable assets (land and building with its components including a heritage piano) which are disclosed in its balance sheet of the Annual Report. To this end, the GPL continually enter into short term risk contracts with reputable Insurance Companies to ensure that its assets and its employees are always protected from unlikely risk at all times. To be able to implement this requirement, the GPL must value or value its assets to determine market and replacement value, the Report of which will be used to inform the Terms of Reference for the Comprehensive Short-term Insurance.

## **2. OBJECTIVE**

2.1 The objective of this project is for the Gauteng Provincial Legislature to engage and appoint a competent, suitably qualified and professionally registered Property Valuer to, for Insurance purposes:

2.1.1 Conduct and evaluate the assets to provide an estimated market value of all the immovable assets of the GPL

2.1.2 Assist in lodging objections in respect of Municipal Valuation where the GPL property has been undervalued or overvalued; and

2.1.3 Provide replacement and market values for all immovable assets for insurance purposes.

## **3. REQUIRED COMPETENCIES**

3.1 Only Service Providers who have resources that are duly registered with the South African Council for the Property Valuers Profession (SACPVP) will be considered.

3.2 The deployed Team Leader must be registered as a Professional Valuer or Unrestricted Professional Associated Valuer with the South African Council for the Property Valuer (Submit certified original valid Registration Certificate).

3.3 The team member/s assigned to this Bid must have the necessary or related qualifications for the verification and valuation of assets (submit CV's, certified copy of qualifications of the team envisaged to work on the project).

3.4 Team Leader must have a minimum of 1-year post registration experience in the field to which this Bid relates.

3.5 The potential service provider must have conducted 1 similar and completed project (submit signed reference letter indicating the work performed and confirmation of satisfactory performance or more).

## **4. PERIOD OF THE ASSIGNMENT**

4.1 The service provider should commence and complete the assignment within a period of **15 working days** from date of award.

## **5. SCOPE OF WORK**

### **5.1 Valuation of assets**

- 5.1.1 Assess all assets and provide an estimated market value of the GPL Property.
- 5.1.2 Consider the market valuation by the Municipality and assist the GPL to lodge objections to the valuation amount should the property be undervalued or overvalued
- 5.1.3 Provide replacement values of the assets for insurance purposes.
- 5.1.4 Assess the heritage piano and provide a conditional assessment

### **5.2 Minimum Content of Valuation Report**

- 5.2.1 While it is necessary to provide a lengthy narrative in all valuation reports, the following minimum information would be required:
  - 5.2.1.1 Basis of valuation method used.
  - 5.2.1.2 Market overview of the area concerned, including comparable sales, comparable market rentals per/m<sup>2</sup> if available.
  - 5.2.1.3 Municipal valuation.
  - 5.2.1.4 Estimated replacement value for insurance purposes
  - 5.2.1.5 Market value.
  - 5.2.1.6 Method of valuations.
  - 5.2.1.7 Functional Performance Standard: State of repair/Condition of property)
  - 5.2.1.8 Date of inspection.
  - 5.2.1.9 Effective date of the valuation; and
  - 5.2.1.10 Any other important and relevant information.

## **6. ROLES AND RESPONSIBILITIES**

- 6.1 The GPL shall provide the necessary access and information to allow the successful service provider to deliver as per the scope of work within the allotted time or lesser period.
- 6.2 Notwithstanding the fact that a description of the services has been provided above, the GPL shall be entitled to request additional services related to deliverables required to ensure the successful completion of the outcome set out above on such further terms and conditions as may be agreed between the parties in writing.
- 6.3 The Service providers shall as part of his duties, attend such meetings as may be required by the GPL from time to time and submit progress reports on the services as may be required and requested by the GPL
- 6.4 The service provider shall at all times faithfully and timeously carry out and perform the assignment and shall use its best endeavours to properly conduct and achieve the set objectives and outcome within the stipulated time or less time as may be practical without compromising the quality of the work required to be done
- 6.5 The awarded service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the GPL's prior written consent.

- 6.6 Unless otherwise agreed in writing by the GPL the Service Provider will work from its own office and provide its own facilities, such as transport, cellphone, and computer facilities to perform the services.

## **7. KEY ASSUMPTIONS**

- 7.1 The GPL will perform all actions required to enable the service provider to fulfil their contract obligations. This may include the provision of access to the assets to be valuated, relevant documents, and available data as may be required by the service provider for purposes of fulfilling their contract obligations and provided it is available and accessible.
- 7.2 The work is to be completed as per scope, budget, and time, without any delays on the part of the service provider.
- 7.3 The service provider and assigned individuals have prerequisite qualifications, competencies, and experience to perform the work assigned.
- 7.4 Under no circumstances shall the GPL incur any additional cost because of timeline extension on the part of the service provider.
- 7.5 The appointment of a subcontractor(s) shall be the responsibility of the appointed bidder, and the GPL shall suffer no disadvantage or prejudice or financial consequences as a result of the poor workmanship or performance of the subcontractor.

## **8. EVALUATION CRITERIA**

- 8.1 The GPL needs to be satisfied, in all respects, that the service provider selected has the necessary resources, qualifications and abilities for this project, and that all submissions are regarded in a fair manner in terms of evaluation criteria and process. For this project, the 80/20 Preference Point system will be applied to evaluate the received proposals, the process of which shall be done in the following phases:

### **8.1.1 Phase 1: Administrative Compliance (Preliminary Evaluation)**

- 8.1.1.1 To be conducted by SCM to confirm compliance and completeness of documents, i.e., Tax compliance, completed standard bidding documents as per the tender document and other documentation that might have been required for the tender (e.g., ID copies, samples, Shareholders or Directors Letter/Delegation of Authority; Professional Body certificates etc). Only those proposals whose compliance is in order will move to **Phase 2 (Evaluation on functionality)**.

### **8.1.2 Phase 2: Functionality Evaluation Criteria (100)**

- 8.1.2.1 This phase may be divided into two or three stages (Stage 1: Functionality; Stage 2: Presentation and Stage 3: In loco inspection where applicable). This phase measures the capability and capacity of the service provider to deliver on the assignment. The below criterion will be applied to score the proposals from which a service provider must score a minimum of 70 points to be considered for **Phase 3 of the evaluation, i.e., Price and Specific Goals**
- 8.1.2.2 Submissions scoring less than **70 points** will be deemed to be non-responsive.

Description	Mandatory for Award	Weight	Key score (0-5)
<p><b>1. Service provider experience</b></p> <p>A minimum of 1 year experience in conducting a similar project after Professional registration (<b>Compulsory: Attach comprehensive CV with years of experience, Contactable references and copy of Professional Registration</b>)</p>	Yes	20	<p>0 = Non submission of one or all of the required verification documents</p> <p>1 year = 3</p> <p>2 to 4 years = 4</p> <p>5+ years = 5</p>
<p><b>2. Qualifications and Registration with a Professional Body</b></p> <p>A 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><b>Note:</b> The GPL 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, it is required that the Service Provider provides an updated valid registration certificate</p>	Yes	40	<p>Honours relevant to valuations e.g. Honours in Property Studies or Real Estate = 5</p>
			<p>Degree relevant valuations e.g. BSC Property Studies or BCom Real Estate = 3</p>
			<p>National Diploma relevant to valuations e.g. Property Valuation/Real Estate (Property Valuation)= 1</p>
			<p>0= Non submission of one or all of required compulsory documents for verification</p>
<p><b>3. Skill Mix</b></p> <p>Bidder to provide <b>Organogram</b> of the team to be utilised for this project with roles and responsibilities (<b>Signed and Completed by delegated authority</b>)</p>	Yes	40	<p>Professional Valuer plus a Candidate Valuer = 5</p>
			<p>Unrestricted Professional Associated Valuer plus Candidate Valuer = 3</p>
			<p>Only the Candidate Valuer = 1</p>
<b>TOTAL POINTS</b>			<b>100</b>
<b>Cut off points</b>			<b>70</b>

**8.1.3 Phase 3: Price and Specific Goals (100)**

8.1.3.1 Only bidders that score a minimum score of **70 points and above out of 100 points on Functionality** will qualify for this phase which will determine the bidder (s) to be recommended for approval by the delegated authority. The 80/20 Preference points system will be applied using the below formula below to calculate price:

The following formula will be used to calculate the points for price:	<b>Points</b>
<b>Criteria</b>	
Price Evaluation $Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	80
<b>Specific Goals</b>	20
<b>TOTAL</b>	100

Where,

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

8.1.3.2 The 20 preference points will be distributed as follows:

#	GROUPING	POINTS	VERIFICATION
<b>1</b>	<b>HDI</b>	<b>12</b>	
1.1	Black Owned	<b>6</b>	Registration Documents and ID Copy
1.2	Women Owned	<b>3</b>	Registration Documents and ID Copy
1.3	PWDs Owned	<b>3</b>	Letter from the Doctor
<b>2</b>	Youth owned	<b>4</b>	ID Copy
<b>3</b>	Locality	<b>4</b>	Letter from Ward Councilor or Tribal Authority or Affidavit or Lease Agreement
	<b>TOTAL</b>	<b>20</b>	

## 9. PREPARATION AND ALTERATION OR WITHDRAWAL OF PROPOSALS

- 9.1 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 GPL shall in no way be liable to reimburse such costs incurred.
- 9.2 Interested Parties may withdraw their proposal by written notification before the Bid Award
- 9.3 The GPL 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 shall not be obliged to return any proposal.
- 9.4 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.
- 9.5 The service provider shall not divulge directly or indirectly to any other person than a person employed by the GPL, make copies or extracts of any of the information obtained during this assignment, while they may have access to the GPL confidential information or any other records of whatsoever nature without the written consent of GPL and shall surrender all these items back to the GPL on the termination of the assignment or on demand by the GPL.
- 9.6 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 the GPL.
- 9.7 Any document shall remain the property of the GPL and shall be returned (all copies) on completion of the contract.
- 9.8 The service provider shall provide the GPL with the sole and exclusive right to alter and adapt the work for its purposes.

## 10. ETHICS

- 10.1 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 GPL 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.
- 10.2 The interested service provider must declare any business or **other interests it has with the GPL or any employee of the GPL or any other Bidder submitting proposal for the same bid**, as per the declaration of interest form annexed hereto as SBD 4; 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.

## 11. AWARD AND/OR CANCELLATION OF THE BID

- 11.1 The GPL reserves to right to award/appoint or not to appoint in part or in full to one or more service provider. Therefore, the publication of the bid does not commit the GPL to appoint any of the qualifying Bidders.
- 11.2 The GPL shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly.
- 11.3 The GPL 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.



## 12. DISCLAIMER

- 12.1 This Bid document has been prepared for the purpose of providing information to interested service providers. The provision of any additional information about the organisation to the interested service provider, are disclosed and will be made available to enable the prospective service providers to submit comprehensive proposals.
- 12.2 Interested service providers are accordingly required to conduct their own due diligence in respect of the GPL and its business operations, and the nature and scope of the services required.
- 12.3 The GPL accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session.
- 12.4 The GPL 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 Bid request.
- 12.5 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to the GPL, 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 the GPL; and
- 12.6 The aggregate liability of the interested service provider to the GPL, 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.

## 13. CONTACT AND COMMUNICATION

- 13.1 All communication between the Bidder(s) and the GPL must be done in writing

Details	Bidding Procedure
Department	Supply Chain Management
Contact person	Ms Mmatshupo Rasebopye
E-mail address	mrasebopye@gpl.gov.za

- 13.2 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 the GPL (other than minor clerical matters), the Bidder(s) must promptly notify the GPL in writing of such discrepancy, ambiguity, error or inconsistency in order to give the GPL an opportunity to consider what corrective action is necessary (if any).
- 13.3 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the GPL will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 13.4 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.

**ANNEXURE A**

**PRICING TEMPLATE**

<b>PERSON</b>	<b>YEARS OF EXPERIENCE</b>	<b>RATE PER HOUR</b>
<b>Professional Valuer</b>		
<b>Associate Valuer</b>		
<b>Candidate Valuer (without recognised qualifications)</b>		

<b>PROFESSIONAL TEAM</b>	<b>TOTAL NUMBER OF TEAMS</b>	<b>NO OF HOURS</b>	<b>TOTAL COST FOR 1 MONTH</b>
<b>Professional Valuer</b>			
<b>Associate Valuer</b>			
<b>Candidate Valuer (without recognised qualifications)</b>			

-----THE END-----