

**OVG (13) (2021/2022)**

**APPOINTMENT OF A SERVICE PROVIDER THAT WILL GRANT OFFICE OF THE VALUER-GENERAL ACCESS TO ITS SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PRE-EMPLOYMENT SCREENING FOR A PERIOD OF 3 YEARS.**

**NB: THERE WILL BE NO BRIEFING SESSION**

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

**OFFICE OF THE VALUER-GENERAL**

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

**0001**

**CLOSING DATE: FRIDAY, 14 JANUARY 2022 AT 11:00**

**ENQUIRIES PLEASE CONTACT:**

**TECHNICAL RELATED:**

<b>Office of the Valuer General</b>	Ms. Refilwe Noge	Cell: 079 894 4645 Email; <a href="mailto:refilwe.noge@ovg.org.za">refilwe.noge@ovg.org.za</a>
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**BID RELATED:**

Mr Gobusamang Ishmael Sekwale

Cell: 076 729 0213

E-mail: [Gobusamang.sekwale@ovg.org.za](mailto:Gobusamang.sekwale@ovg.org.za)

LA 1.3

**DIRECTION TO THE BID BOX (B BOX)**

**CONTRACT NO.: OVG (13) (2021/2022)**

**CLOSING DATE: FRIDAY, JANUARY 2022**

**CLOSING TIME: 11:00 AM**

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

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

**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

**The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”**

**OFFICE OF THE VALUER GENERAL (OVG)**

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

**THE BID BOX OF THE OFFICE OF THE VALUER GENERAL IS OPENED 24 HOURS A DAY AND 7 DAYS A WEEK.**

**THE BID BOX WILL BE CLOSED AT 11H00 ON FRIDAY, 14 JANUARY 2022 WHICH IS THE CLOSING TIME OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS**

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**OFFICE OF THE  
VALUER-GENERAL**

**OFFICE OF THE VALUER-GENERAL**

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

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

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**BID NO:** OVG (13) 2021/2022 **CLOSING TIME:** 11:00 **CLOSING DATE:** 14 JANUARY 2022

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

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1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find:

2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity	..... Page 4 – 5
2.2 Invitation to Bid – SBD 1	..... Page 6 – 7
2.3 Pricing Schedule (Services) – SBD 3.3	..... Page 8 - 9
2.4 Declaration of Interest – SBD 4	..... Page 10 - 13
2.5 Preference Points Claim Form – SBD 6.1	..... Page 14 - 18
2.6 Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	..... Page 19 - 20
2.7 Certificate of Independent Bid Determination – SBD 9	..... Page 21 - 24
2.8 Supplier Maintenance (Bank Details) Form	..... Page 25 - 26
2.9 Terms of Reference	..... Page 27 - 39
2.10 General Conditions of Contract (GCC)	..... Page 40 – 53

3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.

3.1.1 The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.

**Bid proposals must be deposited into the Tender/ Bid Box situated at the Reception Area at the physical address: OFFICE OF THE VALUER-GENERAL  
267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001**

**by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered**

Yours faithfully

**SIGNED  
MR GI SEKWALE  
SPECIALIST: SUPPLY CHAIN MANAGEMENT AND PROCUREMENT  
DATE: 14 December 2021**

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

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

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

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

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

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

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

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

## AUTHORITY OF SIGNATORY

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

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

<b>MABEL HOUSE (Pty) Ltd</b>	
<b>By resolution of the Board of Directors taken on 20 May 2000,</b>	
<b>MR A.F JONES</b>	
<b>has been duly authorised to sign all documents in connection with</b>	
<b>Contract no CRDP 0006, and any contract which may arise there from,</b>	
<b>on behalf of <i>Mabel House (Pty) Ltd.</i></b>	
<b>SIGNED ON BEHALF OF THE COMPANY:</b>	<b>(Signature of Managing Director)</b>
<b>IN HIS CAPACITY AS:</b>	<b>Managing Director</b>
<b>DATE:</b>	<b>20 May 2000</b>
<b>SIGNATURE OF SIGNATORY:</b>	<b>(Signature of A.F Jones)</b>
<b>As witnesses:</b>	
1.	.....
2.	.....
Signature of person authorised to sign the tender: .....	
Date: .....	

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE VALUER GENERAL (OVG)</b>					
BID NUMBER:	OVG (13) 2021/2022	CLOSING DATE:	14 JANUARY 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER THAT WILL GRANT OFFICE OF THE VALUER-GENERAL (OVG) ACCESS TO ITS SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PRE-EMPLOYMENT SCREENING FOR A PERIOD OF 3 YEARS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>OFFICE OF THE VALUER-GENERAL (OVG)</b>					
<b>267 Praetor Building, 3<sup>rd</sup> Floor, Coner Pretorius and Lilian Ngoyi Street</b>					
<b>PRETORIA</b>					
<b>0001</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Gobusamang Ishmael Sekwale		CONTACT PERSON	Ms. Refilwe Noge	
TELEPHONE NUMBER	076 729 0213		TELEPHONE NUMBER	079 894 4645	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Gobusamang.sekwale@ovg.org.za">Gobusamang.sekwale@ovg.org.za</a>		E-MAIL ADDRESS	<a href="mailto:refilwe.noge@ovg.org.za">refilwe.noge@ovg.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER THAT WILL GRANT OFFICE OF THE VALUER-GENERAL ACCESS TO ITS SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PRE-EMPLOYMENT SCREENING FOR A PERIOD OF 3 YEARS.

PRICING SCHEDULE [SBD 3.3]

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**PRICING SCHEDULE:  
APPOINTMENT OF A  
SERVICE PROVIDER THAT  
WILL GRANT OFFICE OF  
THE VALUER-GENERAL  
ACCESS TO ITS  
SCREENING SOFTWARE  
FOR THE PURPOSE OF  
CONDUCTING THE PRE-  
EMPLOYMENT  
SCREENING FOR A  
PERIOD OF 3 YEARS.**

Initials .....

Date: .....



**PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER THAT WILL GRANT OFFICE OF THE VALUER-GENERAL ACCESS TO ITS SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PRE-EMPLOYMENT SCREENING FOR A PERIOD OF 3 YEARS.**

**PRICING SCHEDULE [SBD 3.3]**

**PRICING SCHEDULE [SBD 3.3]**

NAME OF SERVICE PROVIDER: .....		
BID NO.: OVG (13) 2021/2022	CLOSING DATE: 14 JANUARY 2022	CLOSING TIME: 11H00 AM

**NOTE:** All prices must be VAT inclusive and must be quoted in South African Rand. Bid offers must be valid for the period of **90** days after the closing date

**TOTAL BID PRICE:** R ..... (VAT Incl.)

**1. BREAKDOWN OF PRICE**

Description	Units	Unit Cost	Frequency / Quantity	Total Cost Excluding 15% VAT	
Training and provision of manuals/Guides	1	R	Once-off	R	
Access to portal/Site for a number of 4 officials	Year 1	4	R	12 Months	R
	Year 2	4	R	12 Months	R
	Year 3	4	R	12 Months	R
	VAT @ 15%			R	
	Total (VAT Incl.)			R	

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

Initials .....

Date: .....

## SBD 4

### DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

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

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

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

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....  
.....



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

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

7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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



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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

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

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

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

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

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

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**OVG (13) 2021/2022**

**APPOINTMENT OF A SERVICE PROVIDER THAT WILL GRANT OFFICE OF THE VALUER-GENERAL ACCESS TO ITS SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PRE-EMPLOYMENT SCREENING FOR A PERIOD OF 3 YEARS.**

in response to the invitation for the bid made by:

**Office of the valuer General**

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



BAS

LOGIS

Office

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

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

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

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

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

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

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

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

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Names (as per id)	
Surname	

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

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

**Supplier Account Details**

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

Account Name			
Account Number			
Branch Name Branch			
Number			
Account Type	<input type="checkbox"/>	Cheque/Current Account	
	<input type="checkbox"/>	Savings Account Transmission	
	<input type="checkbox"/>	Account Bond Account	
	<input type="checkbox"/>	Other (Please Specify)	
ID Number	<input type="checkbox"/>	<input style="width:150px;" type="text"/>	
Passport Number			
Company Registration Number			
*CC Registration			
* Please include CC/CK where applicable			
Practise Number			
<p><b>When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.</b></p>	<b>Bank stamp</b>		
	<p>It is hereby confirmed that this detail have been verified against the following screens  <b>ABSA</b>-CIF screen  <b>FNB</b>-Hogan's system on the CIS4  <b>STD</b> Bank-Look-up-screen  <b>Nedbank</b>- Banking Platform under the Client Details Tab</p>		

**Contact Details**

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

	Supplier details	Departmental sender details	
<b>Signature</b>			<p><i>Address of Agriculture, Land Reform and Rural Development Office where form is submitted from:</i></p>
<b>Print Name</b>			
<b>Rank</b>			
<b>Date (dd/mm/yyyy)</b>			



# OFFICE OF THE VALUER-GENERAL

## **OFFICE OF THE VALUER-GENERAL**

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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER THAT WILL GRANT OFFICE OF THE VALUER-GENERAL ACCESS TO ITS SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PRE-EMPLOYMENT SCREENING FOR A PERIOD OF 3 YEARS.**

## **PHYSICAL ADDRESSES:**

### **Praetor forum building**

3<sup>rd</sup> Floor, 267 Lilian Ngoyi Street  
Pretoria  
0001

## **1. INTRODUCTION AND BACKGROUND**

- 1.1 The Office of the Valuer-General was established by the Property Valuation Act No.17 of 2014 (PVA) and subsequently listed as a National Public Entity in terms of Schedule 3A of the Public Finance Management Act. The OVG has the mandate of supporting the programme of Land Reform through providing independent and credible property valuation services.
- 1.2 Although the OVG works closely and in co-operation with other institutions in the Department of Agriculture, Land Reform and Rural Development portfolio, it does so with a significant degree of autonomy that adds further credibility to the Land Reform process for the benefit of the stakeholders. The Land Reform programme has benefited from the initial work done by the OVG with the consideration of other constitutional factors beyond market value in the determination of just and equitable values for the acquisition of property.
- 1.3 On the 6th of December 2006, Cabinet approved new national vetting strategy for the country. The effect of the new vetting strategy is that process is decentralized to individual departments / organ of state. Cabinet approved that the vetting strategy be implemented on a phased basis.

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1.4 It is imperative that OVG as Schedule 3 (A) public entities, procure the services or be provided the access independently from the Mother Department.

## **2. SCOPE OF WORK**

2.1 The OVG requires a service provider to grant access from a screening software to conduct background screening on personnel and companies.

2.2 The software must be able to generate an audit trail for all the activities carried out by the end-users.

2.3 The service provider must provide training to the OVG staff at the implementation stage and as and when needed. **(NB: only if there are changes or upgrades on the software).**

2.4 The background screening shall cover but not limited to the areas set out below. The software should have all the accessories or gadgets.

### 2.4.1 Citizenship

The software will be required to validate personnel identity numbers, as well as confirm that the identity numbers belong to the persons concerned. Personnel's status within the Department of Home Affairs' population register must also be confirmed on such aspects as marital status, deceased, alive or nationality, etc.

### 2.4.2 Residence and Work Permits

In the case of personnel who have residence and/or work permits the software will be required to verify the validity of these permits.

### 2.4.3 Qualification (matric and tertiary)

Personnel qualifications are required to be verified by the service provider with the institution from which they were obtained.

### 2.4.4 Drivers license

Where personnel have driver's license the software will verify whether these licenses are valid or not.

### 2.4.5 Deeds Search

The software must search for and furnish information on all properties registered in the names of the personnel in Deeds Office.

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**2.4.6 Criminal Record Checks**

Using personnel fingerprint, the software must check whether or not a candidate has a criminal record with the South African Police Service. Where there is a criminal record, the software must also provide the details of the record concerned.

**2.4.7 Employment Reference Checks**

Personnel previous employment reference must be checked and verified. Relevant information such as, positions held, responsibilities, performance, record, reason for leaving, and amongst others should be checked by the software.

**2.4.8 Commission for Conciliation, Mediation and Arbitration (CCMA) Awards.**

Records of the CCMA awards and Labor Court Judgement involving the personnel must also be searched by the software. Where CCMA hearing transcripts are available, that must also be provided.

**2.4.9 Credit Record Checks**

The software should provide information on personnel consumer records and any history of sequestration, where applicable. Accordingly, all relevant fraud listing registers must also be checked for this purpose.

**2.4.10 Comprehensive Interest Reports**

The software must investigate any and all business interest that personnel may have included but not limited to, corporate directorship, shareholding. Trusteeships, trade lists. SARS Database-confirming VAT numbers, Business details, including trading names, contact details, addresses, registration and VAT numbers, and financial year-end, Principal details, including a list of associates, current and previous. Active principals, including ID verification, Score, Judgements, as well as current and previous business interests. Non-Active principals' names, ID numbers, appointment dates, designations, interests and share size, as well as addresses etc.

**3. PROJECT OUTCOMES / DELIVERABLES**

- 3.1 Proper functional background screening software, accessories and gadgets which will be provided to OVG for purpose of obtaining the results for citizenship, qualifications, driver's license, deeds search, criminal records etc.

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- 3.2 A comprehensive management report from the software on monthly basis.
- 3.3 The software will be expected to provide the conflict-of-interest reports which will assist in identifying the adverse link particularly in the procurement process, financial disclosure. etc.
- 3.4 The screening software must be available at all times i.e., 24/7. Support and maintenance of the software must also be available within the normal working hours.

**4. AUTHORISED DELEGATE(S)**

- 4.1 The scope of work may not be amended without the written confirmation of the Valuer-General or any official delegated by the Valuer-General.

**5. TIME FRAME**

- 5.1 The contract between the successful service provider and OVG will be for three years, commencing from the date when the SLA is signed

**6. SERVICE LEVEL AGREEMENT**

- 6.1 The appointed service provider will have to enter into a service level agreement with the Office of the Valuer-General. Such a Service Level Agreement will amongst others include the following:

- i. Period of Agreement
- ii. Project objectives and scope;
- iii. Staffing
- iv. Maintenance Plan
- v. Method of Communication
- vi. Reporting relationship
- vii. Deliverable and terms of deliverables
- viii. Uncompleted work;
- ix. Disputes; and financial penalties and termination of contract.

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**7. METHOD OF PAYMENT**

- 7.1 Payment will be service based.
- 7.2 The service provider shall furnish the OVG with an invoice accompanied upon fulfilment of the other obligations stipulated in the contract.
- 7.3 Payment shall be made promptly by the OVG, but in no case later than thirty (30) after the submission of an invoice or claim by the service provider.
- 7.4 Payment will be made in Rand currency only.

**8. PROJECT MANAGEMENT**

- 8.1 A Service Level Agreement will be signed upon appointment of the Service Provider and be managed by the Senior Manager: Human Capital Services and Senior Manager: SCM & Procurement for strategic aspects and operational aspects.
- 8.2 The contract shall be for a period of 3 years (36 months) and performance shall be reviewed on a quarterly basis.
- 8.3 The contract shall commence upon appointment of the service provider.

**9. TENDERS WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED BELOW:**

- Evaluation for mandatory criteria
- Evaluation in terms of Functionality
- Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2017.

**9.1 MANDATORY REQUIREMENTS**

**Tenders will only be considered for acceptance if (i.e., will only be regarded as responsive) if:**

- a) Tax Requirements:
  - Bidders must ensure compliance with their tax obligations.
  - Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

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- Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
  - Bidders may also submit a printed TCS together with the bid.
  - In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
  - Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- b) Attach a resolution letter authorizing a particular person to sign the bid documents.
- c) The pricing schedule forms part of the Terms of Reference and must be fully completed

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

## **9.2 EVALUATION IN TERMS OF FUNCTIONALITY**

- 9.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder.
- 9.2.2 The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 9.2.3 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 9.2.4 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criterion ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**



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<b>EVALUATION CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHT</b>
<p><b>ABILITY AND CAPABILITY</b></p> <ul style="list-style-type: none"> <li>• Experience.</li> <li>• Competency</li> <li>• Track record</li> </ul>	<p><b>Company experience:</b> ability to grant access to a software that conduct background screening on personnel and companies.</p> <p><b>Attach a completion certificate/ reference letter and a detailed profile of previous successful work performed by the company and; names, addresses, telephone numbers, fax numbers and e-mail addresses of organisation where similar work was performed)</b></p>	<b>30</b>
<p><b>RESOURCES AND CAPACITY</b></p>	<p><b>Project team (a minimum of 2 resources):</b> Relevant qualifications and a minimum of 3 years' experience in the execution of this project in line with the following:</p> <ul style="list-style-type: none"> <li>• End -user training</li> <li>• Maintenance and Support</li> <li>• Software Licence management</li> </ul> <p><b>(Attach CV's clearly indicating relevant skills, knowledge, copies of qualification (certificates) in IT related field in software and system</b></p>	<b>40</b>
<p><b>METHODOLOGY &amp; PROJECT MANAGEMENT</b></p>	<p>A broad overview of approaches and methodologies that may be employed to execute project as per the scope of work</p> <ul style="list-style-type: none"> <li>- Appropriateness of proposed approach and methodology;</li> <li>- The degree to which the methodology proposed is sound, professional, realistic and logical;</li> <li>- Method and clarity regarding presentation of the final outputs of the project;</li> <li>- Programme with clear timelines and output;</li> <li>- Indicators and means of verifying progress;</li> <li>- Quality assurance steps indicated;</li> <li>- Clear reporting mechanism</li> </ul>	<b>30</b>
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<b>Company Experience</b>	1 similar project successfully managed in the last five years	2 similar projects successfully managed In the last five years	3 similar projects successfully managed in the last five years	4 similar projects successfully managed in the last five years	Over 4 similar projects successfully managed in the last five years
<b>Project team</b>	CV attached with less than 2 years' experience and a copy of certificate in IT related field	CV attached with 2 but less than 3 years' experience and a copy of certificate in IT related field	CV attached with 3 years' experience and a copy of certificate in IT related field	CV attached with more than 3 to 4 years' experience and a copy of certificate in IT related field	CV attached with over 4 years' experience and a copy of certificate in IT related field
<b>METHODOLOGY &amp; PROJECT MANAGEMENT</b>	Methodology and propose plan do not outline the requirements as specified in the TOR	Methodology and propose plan <u>inadequately</u> and <u>poorly</u> address requirements in the TOR	Methodology and propose plan address <u>most</u> of the requirements in the TOR	Methodology and propose plan <u>adequately specified all</u> requirements in the TOR and is acceptable for implementation.	Methodology and propose plan <u>exceptionally</u> specify the manner in which the project will be delivered and indicate additional value adds

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

### **8.3 EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM**

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

#### **8.3.1 APPLICATION OF 80/20 PREFERENCE POINT SYSTEM**

- a) The 80/20 preference point system is applicable to this tender with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included).
- b) Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tenders to substantiate their B-BBEE rating claims with the exception of EMEs and QSEs who are required to submit Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission.
- c) A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- d) Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process

#### **8.3.2 Calculation of points for B-BBEE status level of contribution**

In terms of Regulation 6 (2) of the Preferential Procurement Regulations 2017, preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

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

**8.3.4 CRITERIA FOR BREAKING DEADLOCK IN SCORING**

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

**9. SUB-CONTRACTING**

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

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**10. SECURITY AND CONFIDENTIALITY OF INFORMATION**

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

**11. TERMS AND CONDITIONS OF THE BID**

11.1 Awarding of the request for bid will be subject to the Service Provider's acceptance of National Treasury General Conditions of Contract. No additional terms and conditions from the Service Provider will be accepted.

11.2 OVG reserves the right not to award the request for tender. No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the OVG except where authorized by the OVG in writing to do so.

11.3 Copyright in respect of all documents and electronic data, prepared or developed for the purpose of the project by the Service Provider, shall be vested in the OVG.

11.4 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.

11.5 The Service Provider, Sub-contractor (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract/OVG and any contract workers to be appointed shall sign an Oath of Secrecy and be prepared to go through the process of Security Clearance or background checks as determined by the OVG

- 11.7 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 11.8 Should the service provider not comply with any of the conditions contained in this term of reference during the contract period the OVG may cancel the contract within one-month notice.
- 11.9 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 11.10 The pricing must be fixed for the duration of the contract.
- 11.11 The company and its employees may be subjected to positive security vetting and screening.
- 11.12 The turnaround time for the results (per scope of work) must at most be within 24 hours.
- 11.13 The service provider must notify the OVG users through email and SMS regarding error and any problems in the system that can affect daily operation.
- 11.14 The OVG reserves to right to terminate the contract in the event that there is clear evidence of on- performance, by the service provider as per the agreed SLA.
- 11.15 The Office of the Valuer-General shall:**
- Conduct business in a courteous and professional manner with the Service Provider.
  - Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
  - Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
  - The OVG will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.

NB: This Terms of Reference will form part of the Service Level Agreement. A draft Service Level Agreement will be sent together with the acceptance letter to the successful Service Provider. The Service Level Agreement

**TERMS OF REFERENCE TO APPOINT A SERVICE PROVIDER TO ASSIST THE OFFICE OF VALUER-GENERAL WITH THE ADVERTISING SERVICES FOR NATIONAL RECRUITMENT, TENDER ADVERTISEMENT AND ALL COMMUNICATION CONTENT THAT NEEDS PUBLICATION IN THE NEWSPAPER FOR A PERIOD OF THREE (3) YEARS**

must be finalized within five (5) working days thereafter and signed by both parties before an order will be issued.

**12. FINANCIAL PENALTIES**

12.1 Financial penalties as set out in the General Conditions of Contract will be imposed for deliverables and/or target dates not met as well as for deliverables not meeting the deliverable criteria in terms of form and/or format and/or content quality in a manner as specified in the SLA. No travel and accommodation and other disbursement cost will be payable.

**13. REQUEST FOR FURTHER INFORMATION**

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

**For Technical Enquiries, please contact:**

Ms. Refilwe Noge  
[refilwe.noge@ovg.org.za](mailto:refilwe.noge@ovg.org.za)  
Tel: 079 894 4645

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

Mr. Gobusamang Ishmael Sekwale  
[Gobusamang.Sekwale@ovg.org.za](mailto:Gobusamang.Sekwale@ovg.org.za)  
Tel: 076 729 0213

**14. PUBLICATION**

- E-Portal, Departmental website.
- Period of the advert: 21 days.

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

**NOTES**

The purpose of this document is to:

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

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

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



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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily



available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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