



OFFICE OF THE VALUER-GENERAL

OFFICE OF THE VALUER-GENERAL

Directorate: Supply Chain and Procurement

Physical Address - 267 Praetor Forum Building, 3rd Floor, Cnr Pretorius and Lillian Ngoyi Street, Pretoria, 0001: Postal Address Private Bag X 812, Pretoria, 0001

REQUEST FOR QUOTATION (RFQ)

See attached Specification

RFQ NO: OVG 2 (019) 2024/2025 CLOSING DATE: 13 FEBRUARY 2025 TIME: 11H00 AM

1. Quotations should only be emailed to ovgscp@ovg.org.za no later than the closing date and time indicated above.

2. The validity period of your quote is: (Tick applicable box)

30 days		60 days		90 days		120 days	
----------------	--	----------------	--	----------------	--	-----------------	--

3. Please indicate your delivery period: _____ working days

4. Is the delivery period firm: Yes / No (delete which is not applicable)?

5. Is/are the price(s) firm for the duration of the contract: Yes / No (delete which is not applicable)

6. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

7. Is the offer strictly to specifications: Yes / No (delete which is not applicable)?

8. If not to specifications, state deviation(s): _____

9. Registration on Central Supplier Database (CSD) prior to submitting quotation is a mandatory requirement of this RFQ. Quotations received from none CSD suppliers will be disqualified. Please indicate your CSD Number below:

CSD No.		SARS Tax Status PIN.	
----------------	--	-----------------------------	--

10. You are not required to submit hard copy of Tax Clearance Certificate however the Overall Tax Status for all price quotations will be accessed and verified on CSD or SARS eFiling prior to award. No price quotation may be awarded to persons who are not tax compliant.

11. The banking information (bank and account name and number) which correspond with that on CSD must also be submitted with the quotation as failure to do so may disqualify your quotation.

12. All prices must be VAT inclusive, if no indication is given, prices will be evaluated as inclusive.

13. No Quotations received after the closing date and time will be accepted without prior arrangement with the sender. It is the responsibility of the tenderer to verify receipt of any faxes and emails forwarded to this office.

14. **NB:** If you are unable to quote, please fax or email or hand deliver this page back to the sender as a no quote and state the reason below. Failure to furnish the reason(s) may lead to your company being removed from the commodity on the supplier database:

15. This RFQ is subject to the National Treasury General Conditions of Contract of July 2010 unless otherwise stated by the issuer.

16. Please fill in the attached **SBD 3,3 (Pricing Schedule)**, **SBD4 (Bidders' disclosure)**, **SBD 6.1 (Preference Claims) Forms** and submit with your price quotation. Failure to attach these completed and duly signed forms will result in quote not being considered.

17. This Request for Quotation must be completed and be accompanied by an official quotation and relevant SBD forms.

18. If you have not been contacted within 30 days after the closing date of this request, kindly accept that your quotation was unsuccessful.

19. By participating in this RFQ, you are accepting to have your Personal Information published on the websites (OVG/National Treasury) for purposes of enhancing compliance, monitoring, and improving transparency and accountability within Supply Chain Management.

I/we agree that the offer herein shall remain binding upon me/us and open for acceptance by Office of the Valuer General during the validity period indicated and calculated from the closing date and time stated above.

Signature of Tenderer

Name and Capacity

Date



OFFICE OF THE VALUER-GENERAL

OFFICE OF THE VALUER-GENERAL

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN, ENHANCE, SUPPORT AND MAINTAIN THE EXISTING WEBSITE OF OFFICE OF THE VALUER-GENERAL FOR A PERIOD OF 36 MONTHS.

PHYSICAL ADDRESSES:

Praetor forum building

3rd Floor, 267 Lilian Ngoyi Street
Pretoria
0001

1. INTRODUCTION AND BACKGROUND

- 1.1 The Office of the Valuer-General (OVG) successfully launched its corporate website in November 2020. The website is used as a platform to inform visitors about the activities and range of the services provided. Since the establishment of the website, the OVG has managed to attract more clients, and its usability has been improving every month.
- 1.2 In addition to providing information about services to visitors, the website also provides visitors with a platform to access job opportunities and tender details, which help to reduce printing and distribution costs.
- 1.3 Website tools such as Google Analytics makes it possible to gather information about website visitors, including their interests and the number of visits. This information has been useful in learning more about website visitors and contributed to the achievement of marketing success. The existing website is built using Elementor Pro, Ver. 3.23.3.
- 1.4 Based on this background, there is a need to continue the service of website hosting, support and maintenance. The website as a successfully implemented tool of communication provides an opportunity to showcase and enhance the OVG's brand identity, build credibility, boost performance and productivity.

2. PROJECT OUTCOMES

- 2.1 Knowledge management which gives an opportunity to capture, organise and disseminate knowledge.
- 2.2 Communication platform to disseminate news and important announcements.
- 2.3 Increased visibility and usability.
- 2.4 Employee engagement and workplace culture.
- 2.5 Enhanced efficiency of business processes
- 2.6 Convenient way to attract and engage clients.
- 2.7 Digital promotion and enhanced marketing of the OVG brand.

3. SCOPE OF WORK

The successful Bidder will be required to provide services as set out below: **Table 1:**

DESCRIPTION	SPECIFICATION
1. INTRANET Design and Build	<p>1.1 The service provider to develop intranet that is SharePoint based.</p> <p>1.2 The intranet will be hosted on SharePoint Online, which is already licensed by the OVG.</p> <p>1.3 The intranet must be developed through a programming language that is compatible with SharePoint and should be scalable for future technological development.</p> <p>1.4 The intranet must be compatible for future existing systems and adaptable to future improvement.</p> <p>1.5 The intranet must be sufficiently dependable, accessible all times and flexible.</p> <p>1.6 Security measures must be implemented to ensure that the intranet is not compromised, and information is kept secured and no</p>

	<p>unauthorised access to the electronic documents and files within the intranet.</p> <p>1.7 Allow the administrator to manage access rights.</p> <p>1.8 Overall style: Should incorporate OVG corporate colors and logo and designed as per the intranet landscape (will be provided to the service provider).</p> <p>1.9 Navigation: The navigation should be easy to use and clearly visible.</p> <p>1.10 Provide an audit trail of all activities/changes performed on the portal.</p> <p>1.11 Content Management: Allow authorized users to create, add and delete, access, receive, disseminate, publish events and update and delete page layouts content on the portal.</p> <p>1.12 Design and Customize:</p> <p>1.13 Ability to build business workflows as follows:</p> <p>1.13.1 INFORMATION AND COMMUNICATION TECHNOLOGY</p> <ul style="list-style-type: none"> • User access management • Change management. <p>ASSET MANAGEMENT</p> <ul style="list-style-type: none"> • Equipment management (request and allocation) • Inventory management (request and allocation) <p>1.13.2 Setup alerts for each step of the application process (when the document is submitted, reviewed, approved or rejected).</p> <p>1.13.3 Allow approvers to receive information relating to application process through email notification.</p>
--	---

	<p>1.13.4 Enable a workflow for document review and sign-off. (Document review and Sign-off process will be provided to the bidder)</p> <p>1.13.5 Intranet Integration – the bidder to use SharePoint and Microsoft Power Automate platform for document management and workflows.</p> <p>1.14 Search capability: display at minimum the following:</p> <ul style="list-style-type: none"> • User's search results • Allow users to search by content relevance. • Allow users to search for other users in the organisation. <p>1.15 Ability to integrate with other systems such as Sage ERP and Microsoft 365.</p> <p>1.16 The Intranet must provide capability to protect user login details through the following:</p> <ul style="list-style-type: none"> • Password encryption. • Enabled Multi-Factor Authentication (MFA) login method for the portal. <p>1.17 The Intranet must be accessed through a secured HTTPS link based on SSL Digital Certificate.</p> <p>1.18 Allow document management and storage.</p> <p>1.19 All User Interface (UI) designs for the Intranet must be according to the OVG's corporate identity for approval by the OVG's project team before programming/development of both platforms commences.</p> <p>1.20 AUDIT TRAIL</p> <ul style="list-style-type: none"> • Provide an audit trail facility for all the activities performed on the intranet and website.
--	---

<p>2. Website Re-Design and Enhancement</p>	<p>2.1 Re-design, enhance and deploy the existing website by following the below plan:</p> <ul style="list-style-type: none"> • Understand the OVG's goals – Identify key objectives of the website (e.g. information dissemination, stakeholder engagement, online services) • Assess the Current Website – evaluate the existing website for content, performance, user experience etc. • Content Audit – review all the existing content for relevance, accuracy, and usability and implement improvements. <p>2.2 The website should include functionalities such as search capability, chatbots, content update notification, dynamic content generation, social publishing, and video conferencing.</p> <p>2.3 Annual review of look and fill to update the design as required by the OVG.</p> <p>2.4 Allow Search Engine Optimization (SEO) for all pages and posts on the website.</p> <p>2.5 Provide website and content performance optimizing tools to ensure the site loads quickly.</p> <p>2.6 The website must be able to provide links to external databases, GIS mapping and social networking.</p> <p>2.7 Security measures to proactively mitigate attacks against the website must be put in place.</p> <p>2.8 Content management system (CMS): CMS features to allow on-going evolution of the information exposed. Ability to create, edit and manage content easily.</p>
--	---

	<p>2.9 Provide audit trail of activities performed on the website.</p> <p>2.10 Allow for easy data integration with other existing applications.</p> <p>2.11 Allow the website to use secure API.</p> <p>2.12 Search capability: display search interface, display user's search results, allow users to search by content relevance.</p> <p>2.13 Navigation: The navigation should be easy to use and clearly visible.</p>
3. Maintenance and Support	<p>The selected Bidder will be required to provide standard SLA with resolution times in the proposal. Maintenance and support of the Website & Intranet will include:</p> <p>3.1 Applying security patches,</p> <p>3.2 Clearing out log files,</p> <p>3.3 Ensuring sufficient disk space,</p> <p>3.4 Sorting out security certificates.</p> <p>3.5 Fixing bugs in the code.</p> <p>3.6 Provide technical support with guaranteed response and resolution time frames.</p> <p>3.7 Assist with content update when changes that must be made are not possible from the Content Management user interface.</p> <p>3.8 Deploy the website and intranet to the live environment.</p> <p>3.9 Conduct new developments which may be out of scope during the post implementation of the website and intranet respectively.</p>
4. Website Hosting	<p>4.1 Upon assumption of the contract, migrate the website portal and data inclusive of backups to the new environment.</p> <p>4.2 The successful bidder will be required to provide website hosting service immediately upon appointment.</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN, ENHANCE, SUPPORT AND MAINTAIN THE EXISTING WEBSITE OF OFFICE OF THE VALUER-GENERAL FOR A PERIOD OF 36 MONTHS.

	<p>4.3 Provide a robust web hosting environment with guaranteed uptime and restoration time frames.</p> <p>4.4 Conduct system updates to ensure that the website, content management system and any Plug-ins are up to date.</p> <p>4.5 Provide adequate server capacity to accommodate site needs and allow for sufficient future growth.</p> <p>4.6 Conduct daily website backups to safeguard website content in the event of a system crash.</p> <p>4.7 Provide system continuity and security plan to ensure that the website and intranet are responsive to emerging security needs. (Security protocols will be shared upon successful appointment).</p>
5. Training	<p>5.1 Provide training for website and intranet platform to IT administrators and the webmaster.</p> <p>5.2 Ensure continuous transfer of skills to the ICT personnel and the webmaster.</p>
6. Service Management	<p>6.1 Ensure 99% uptime of Website and Intranet platforms.</p> <p>6.2 Ensure 99% data back-ups, and replication of DR environment are performed daily.</p> <p>6.3 Perform data test restores twice a year.</p> <p>6.4 Produce monthly uptime reports for both Website and Intranet platforms.</p> <p>6.5 Provide monthly SLA performance reports.</p> <p>6.6 Provide Google analytics (GA4) for performance reporting.</p> <p>6.7 Enable the workflows to generate a report of all transactions.</p>
7. Software Licenses	<p>7.1 Elementor Pro Software License Renewal for existing licenses</p>

4. AUHORISED DELEGATE(S)

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

5. LEVEL AGREEMENT

- 5.1 The appointed service provider will have to enter into a service level agreement with the Office of the Valuer-General.

6. PROJECT MANAGEMENT

- 6.1 The service provider must provide a clear project plan with deliverables and timeline for this project.
- 6.2 Development and commissioning should be completed within a period 6 months for the website and intranet deployment at most after acquiring official appointment / purchase order.

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

- a) Evaluation for Mandatory Criteria
- b) Evaluation in terms of Functionality
- c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

7.1 EVALUATION FOR MANDATORY CRITERIA

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

No.	Mandatory Requirement	Substantiating Evidence of Compliance (Used to assess compliance)	Evidence Reference (To be completed by bidder)
1.	1.1 The Lead Developer must have Development Certification by Microsoft with specific reference to SharePoint (Kindly note that we are running on Microsoft 365 Platform). A copy of the certificate must be submitted.	Bidders are required to: a) Indicate who is the Lead Developer in field on Form A of the tender document. b) Submit detailed Curriculum Vitae (CV) which clearly shows roles, start and end dates, responsibilities, and the duration of each role. a) Copies of qualifications for the assigned Lead Developer	Provide unique reference to locate substantiating evidence in the Bid response

4.	The Pricing Schedule (SBD 3.3 form) 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.

ADMINISTRATIVE REQUIREMENTS

a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- Fully completion of SBD4 (Bidders' disclosure), SBD 6.1 (Preference Claim

7.2 EVALUATION IN TERMS OF FUNCTIONALITY

- 7.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated hereunder. 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.
- 7.2.2 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.
- 7.2.3 Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 7.2.4 The applicable values that will be utilized when scoring each criterion ranges from: **0= No submission/ irrelevant, 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT										
ABILITY AND CAPABILITY	Company experience: Demonstrated knowledge and experience of the supplier in the following: <ul style="list-style-type: none">• Intranet/portal, web development and design functions.• SharePoint• Website hosting, maintenance and support NB: Proof of reference letters under the client-company letterhead that confirms that the firm is managing or has previously managed projects of a similar nature must be attached.	30										
	Experience of the Lead Developer Demonstrated knowledge and experience in the following: <ul style="list-style-type: none">• Design and development of corporate website(s) using Elementor Pro.• Application of SharePoint functions such as Power Automate Integration, Power pages and Power Apps.• Knowledge of related programming languages. <table border="1"><thead><tr><th colspan="2">CV TEMPLATE GUIDE</th></tr></thead><tbody><tr><td>Employer</td><td>The name of the Employer including the client company if applicable</td></tr><tr><td>Position Held</td><td>Provide the role description</td></tr><tr><td>Period</td><td>Start Date End Date</td></tr><tr><td>Responsibilities</td><td>Define the activities performed against this role.</td></tr></tbody></table> NB: To substantiate maximum points in these criteria, bidders must follow the guide provided above when submitting Curriculum Vitae (CV) of the proposed Personnel.	CV TEMPLATE GUIDE		Employer	The name of the Employer including the client company if applicable	Position Held	Provide the role description	Period	Start Date End Date	Responsibilities	Define the activities performed against this role.	35
	CV TEMPLATE GUIDE											
	Employer	The name of the Employer including the client company if applicable										
Position Held	Provide the role description											
Period	Start Date End Date											
Responsibilities	Define the activities performed against this role.											
Tertiary Qualification of the Lead Developer <ul style="list-style-type: none">• NQF 6 Qualification in IT related studies NB: Foreign qualifications must be accompanied by SAQA verification letter.	10											
METHODOLOGY	Bidders should provide comprehensive project execution plan covering the entire scope of work including maintenance and support plan as well as proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.	25										
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100										

7.2.5 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 further evaluated on the next stage of the tender process.

Scoring Criterion	0 No Submission	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company experience	No Experience or Irrelevant	1 similar project managing or successfully managed in the last five years	2 similar projects managing or successfully managed in the last five years	3 similar projects managing or successfully managed in the last five years	4 similar projects managing or successfully managed in the last five years	Over 5 or more similar project managing or successfully managed in the last five years
Lead Developer Experience	0-1 year of experience in web development and design, including leadership roles in similar projects.	2 years of experience in web development and design, including leadership roles in similar projects.	3-4 years of experience in web development and design, including leadership roles in similar projects.	5 years of experience in web development and design, SharePoint, including leadership roles in similar projects.	6-8 years of experience in web development and design, SharePoint, including leadership roles in similar projects.	9 or more years of experience in web development and design, SharePoint, including leadership roles in similar projects.
Lead Developer Qualifications	No submission or Irrelevant qualification.	NQF 5 in IT related studies.	NQF 6 in IT related studies.	NQF 6 in web design and development studies.	NQF 7 in IT related studies.	NQF 7 or higher in web design and development studies.
Methodology	No submission or irrelevant	Inadequate Plan	Plan that only addresses the scope of work.	Plan indicating scope of work, proposed work schedule/ duty sheet to be provided.	Plan indicating scope of work, proposed work schedule/ duty sheet/ work plan to be provided with clear deliverables.	Detailed Plan indicating scope of work, proposed work schedule/ duty sheet/ work plan to be provided with clear deliverables and timeframes for each task to be completed

6. EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

6.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system. Evaluation in this stage will be conducted as per the information furnished on the Pricing Schedule (SBD 3.3)

- a) The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, November 2022 pertaining to the Preferential Procurement Policy Framework Act, (ACT No 5 of 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded according to the Specific Goal points claimable in respect of Preferential Status.

The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration. P_t

= Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

- b) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- c) The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

The specific goals allocated points in terms of this tender	Number of points allocated. (80/20 system)
Historically Disadvantaged individuals (HDIs)	
Who had no franchise in the elections before 1983 and 1993 Constitution	10
Who is a Female	5
People with Disabilities (PwDs)	5

- e) Tenderers Preference points for HDI will be calculated on their percentage ownership or shareholding in business, if they are actively involved in and exercise control over the enterprise.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN AND ENHANCE, SUPPORT, MAINTAIN AND HOST THE EXISTING WEBSITE. FOR A PERIOD OF 36 MONTHS.

- f) Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.
- g) A person awarded a contract because of preference for contracting with or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.
- h) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs. The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- i) If the percentage of ownership changes after the closing date of the tender, the tenderer must notify OVG and such tenderer will not be eligible for any preference points.
- j) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- k) all claims made for equity ownership by an HDI will be considered according to the following criteria:
 - (i) Equity within private companies must be based on the percentage of equity ownership.
 - (ii) Preference points may not be awarded to public companies and tertiary institutions.
 - (iii) The following formula will be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP * EP$$

100

Where

NEP = Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity ownership by an HDI

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN AND ENHANCE, SUPPORT, MAINTAIN AND HOST THE EXISTING WEBSITE. FOR A PERIOD OF 36 MONTHS.

EP = The percentage of equity ownership by an HDI within the enterprise or business,

- m) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- n) Documentation to substantiate the validity of the credentials of the trustees must be submitted.
- o) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- p) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- q) Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs who had no franchise in the elections before 1983 and 1993 Constitution and Female.
- r) Tenderers who do not submit proof of HDI claims as indicated above do not qualify for preference points for specific Goals but will not be disqualified from the tendering process.

6.2 CRITERIA FOR BREAKING DEADLOCK IN SCORING

- a) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- b) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

7. SUB-CONTRACTING

- 7.1 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.

8. SECURITY AND CONFIDENTIALITY OF INFORMATION

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

9. TERMS AND CONDITIONS OF THE PROPOSAL

- 9.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the OVG Supply Chain Management general contract conditions.
- 9.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 9.3 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 9.4 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.
- 9.5 Provide Management report monthly. The report shall be based on different services and shall cover all work performed and completed during the month.
- 9.6 The pricing must be fixed for the duration of the contract.
- 9.7 All equipment to be supplied must be durable and SANS approved.
- 9.8 The company and its employees may be subjected to positive security vetting and screening.
- 9.9 **The Office of the Valuer-General shall:**
- Conduct business in a courteous and professional manner with the Service Provider.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN AND ENHANCE, SUPPORT, MAINTAIN AND HOST THE EXISTING WEBSITE. FOR A PERIOD OF 36 MONTHS.

- 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.
- The OVG will not be responsible for any travelling costs incurred during the duration of the contract.

10. REQUEST FOR FURTHER INFORMATION

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

Technical Enquiries

Overall general technical enquiries should be addressed to the following officials:

No.	Office	Contact person	Contact details
1.	Office of the Valuer-General	Johannah Modisamongwe	Johanna.Modisamongwe@ovg.org.za <u>012 036 0006/060 535 5778</u>
2.	Office of the Valuer-General	Kabelo Moatshe	Kabelo.Moatshe@ovg.org.za <u>012 036 0038/078 422 2429</u>

For supply chain management enquiries, please contact:

For supply chain management enquiries, please contact Mr. Gobusamang Ishmael Sekwale/ Ms. K Seatlholo

Gobusamang.Sekwale@ovg.org.za / Kehilwe.seatlholo@ovg.org.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN AND ENHANCE, SUPPORT, MAINTAIN AND HOST THE EXISTING WEBSITE. FOR A PERIOD OF 36 MONTHS.

FORM A

As per Mandatory Requirements Indicated above, please indicate your proposed Lead Developer by listing the name or names(If they are more than one) on the table below for the Evaluation Committee to easily identify which key personnel to evaluate:

LEAD DEVELOPER		
Name Of the Lead Developer	Proof of Certification by Microsoft with specific reference to SharePoint (Kindly note that we are running on Microsoft 365 Platform) A copy of the certificate must be submitted	Years of Experience as Microsoft Developer

PRICING SCHEDULE: APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN, ENHANCE, SUPPORT AND MAINTAIN THE EXSITING WEBSITE OF OFFICE OF THE VALUER-GENERAL FOR A PERIOD OF 36 MONTHS.

PRICING SCHEDULE
(Service)

NAME OF SERVICE PROVIDER:

RFQ No: OVG 2 (019) 2024/2025

CLOSING DATE: 13 FEBRUARY 2025

CLOSING TIME: 11:00 AM

PHYSICALL ADDRESS:

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

CONTACT DETAILS:

TEL:

CELL:

FAX:

E-MAIL:

Reg. Number:

Tax Number:

VAT Number:

Contact Person:

MY QUOTATION IS AS FOLLOWS:

Item No	Description	Quantity	Price Per Unit	Total price Excluding 15% Vat
1	Intranet Design & Build	Once-Off	R	R
2	Website Re-design and Enhancement	Once-Off	R	R
3	Maintenance & Support (Website & Intranet)			
3.1	Year 1	12	R	R
3.2	Year 2	12	R	R
3.3	Year 3	12	R	R

Initials

Date:

PRICING SCHEDULE: APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN, ENHANCE, SUPPORT AND MAINTAIN THE EXSITING WEBSITE OF OFFICE OF THE VALUER-GENERAL FOR A PERIOD OF 36 MONTHS.

4.	Elementor Pro License Renewal			
4.1	Year 1	Annual	R	R
4.2	Year 2	Annual	R	R
4.3	Year 3	Annual	R	R
5.	Website Hosting			
5.1	Year 1	12	R	R
5.2	Year 2	12	R	R
5.3	Year 3	12	R	R
6.	Total Cost Excluding 15% VAT (Item 1 to 5)			R
15% VAT			R	
Total Fixed costs (VAT Inclusive)			R	

NB: THE SUPPLIER MUST QUOTE AS PER THE ATTACHED TERMS OF REFERENCE (TOR)

VALIDITYPERIOD

30 days		60 days		90 days		120 days	
---------	--	---------	--	---------	--	----------	--

Initials

Date:

PRICING SCHEDULE: APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND DEVELOP THE INTRANET PORTAL, RE-DESIGN, ENHANCE, SUPPORT AND MAINTAIN THE EXSITING WEBSITE OF OFFICE OF THE VALUER-GENERAL FOR A PERIOD OF 36 MONTHS.

BANK DETAILS:

ACCOUNT HOLDER NAME: _____

BANK NAME: _____

ACCOUNT TYPE: _____

ACCOUNT NUMBER: _____

BRANCH CODE: _____

DELIVERY PERIOD: _____ DAYS

QUOTATION EXPIRY DATE: _____

SIGNATURE OF AUTHORISED PERSON: _____

NAME: _____

DESGNATION: _____

DATE: _____

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

NB! The OVG will process invoice payments upon the successful completion of the abovementioned deliverables in line with the scope of work (par 3 above)

NB! The OVG will not accept changes to the pricing post implementation that arise due to the service provider underquoting or overlooking any costing elements.

Initials

Date:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs who had no franchise in the elections before 1983 and 1993 Constitution	10	
HDIs who is a Female	5	
People with Disabilities (PwDs)	5	
Total	20	

NB: Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



OFFICE OF THE
VALUER-GENERAL

SUPPLIER MAINTENANCE

SAGE

☐

Office

System User Only

Captured By:

Captured Date:

Authorized By:

Date Authorized:

Safety Web Verification

YES

NO

☐☐

Office of the Valuer General

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

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

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

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

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

Company / Personal Details

Registered Name

Trading Name

Tax number

Vat Number

CSD Supplier Number

Title

Initials

First Names (as per id)

Surname

Address Detail

Postal Address Line 1

Postal Address Line 2

Physical Address Line 1

Physical Address Line 2

Postal Code

☐

New Supplier Information

☐

Update Supplier Information

Supplier Type

☐

Individual

☐

Department

Department

Number

☐

Company

☐

Trust

☐

CC

☐

Other

Other Specify

☐

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 style="width: 100%;" type="text"/>
Passport Number	
Company Registration Number	
*CC Registration	
* Please include CC/CK where applicable	
Practise Number	
<p style="color: red; margin: 0;">When the bank stamps this entity maintenance form or Provide Bank confirmation Letter, they confirm that all the Information completed by the entity is correct.</p>	<p>Bank stamp/ Bank confirmation Letter</p> <p>It is hereby confirmed that this detail has been verified against the following screens ABSA-CIF screen FNB-Hogan's system on the CIS4 STD Bank-Look-up-screen Nedbank- Banking Platform under the Client Details Tab</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>	
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	Supplier details	Organization sender details	
Signature			Address of the Office of the Valuer General where form is submitted from:
Print Name			
Rank			
Date (dd/mm/yyyy)			

Annexure A

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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.