

APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH, POLICY INCLUDING TRENDS ANALYSIS ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

THERE WILL BE A **COMPULSORY BRIEFING SESSION** AS FOLLOWS:

DATE: **THURSDAY, 08 AUGUST 2024**

TIME: 11:00

LOCATION: MICROSOFT TEAMS

HYPERLINK: [Join the meeting now](#)

Meeting ID: 360 509 039 621

Passcode: W8nP9U

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

Praetor Forum Building

3rd Floor, 267 Lilian Ngoyi Street

Pretoria, 0001

[GPS Coordinates](#)

CLOSING DATE: FRIDAY, 23 AUGUST 2024 AT 11:00

ENQUIRIES PLEASE CONTACT: TECHNICAL RELATED:

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Mr. T Masoleng	012 036 0000 tshenolo.masoleng@ovg.org.za

BID RELATED:

No.	Contact Person	Contact Details
1	Mr. GI Sekwale: +27 12 036 0000/ +27 60 535 5769	ovgscp@ovg.org.za
2.	Ms. K Seatlholo: +27 71 604 0399	



**OFFICE OF THE
VALUER-GENERAL**

OFFICE OF THE VALUER-GENERAL

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

www.ovg.org.za

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

BID NO: OVG (03) 2024/2025 **CLOSING TIME:** 11:00 **CLOSING DATE:** FRIDAY, 23 AUGUST 2024

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

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

2. Attached please find:

2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity	..... Page 3 – 4
2.2 Invitation to Bid – SBD 1	..... Page 5 – 6
2.3 Pricing Schedule (Services) – SBD 3.3	..... Page 7 - 8
2.4 Declaration of Interest – SBD 4	..... Page 9 - 11
2.5 Preference Points Claim Form – SBD 6.1	..... Page 12 - 16
2.8 OVG Supplier Maintenance (Bank Details) Form	.....Page 17 - 18
2.9 Terms of Reference	..... Page 19 - 35
2.10 General Conditions of Contract (GCC)	..... Page 36 – 49

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, 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

By participating in this bid, 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.

Yours faithfully

SUPPLY CHAIN MANAGEMENT (SCM)

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE VALUER GENERAL (OVG)					
BID NUMBER:	OVG (03) 2024/2025	CLOSING DATE:	23 AUGUST 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH, POLICY INCLUDING TRENDS ANALYSIS ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: GPS Coordinates					
OFFICE OF THE VALUER-GENERAL (OVG)					
267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr GISekwale/ Ms K Seatlholo		CONTACT PERSON	Mr. T Masoleng	
TELEPHONE NUMBER	060 535 5769/ 071 604 0399		TELEPHONE NUMBER	012 036 0000	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	ovgscp@ovg.org.za		E-MAIL ADDRESS	tshenolo.masoleng@ovg.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> <p>1.5. By participating in this bid, 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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH, POLICY INCLUDING TRENDS ANALYSIS ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

PRICING SCHEDULE [SBD 3.3]
(Professional Services)

NAME OF BIDDER:		
BID NO.: OVG (03) 2024/2025	CLOSING DATE: 23 AUGUST 2024	CLOSING TIME: 11H00 AM

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

NB: PRICING SHOULD REMAIN FIXED AND INCLUSIVE OF VAT IF REGISTERED AS VAT VENDORS.

#	RESORCES	Year 1 Hourly Rate	Year 2 HourlyRate	Year 3 HourlyRate
1	Real Estate/Valuations	R	R	R
2	Market Research	R	R	R
3	Property (agricultural) economics	R	R	R
4	Archiving and records keeping	R	R	R
5	Historical data / Archives (Immovable property - land and or improvements)	R	R	R
6	Agriculture/Farming (require skills across various commodities (e.g., crop, timberland, intensive and extensive farming, animal production, poultry, etc.)	R	R	R
7	Land Surveyor	R	R	R
8	Accountant (Financial information analysis)	R	R	R

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

9	Project Resource	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT		R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT (FOR Y1+ Y2+ Y3)		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.

The TOTAL BID PRICE indicated above is for tendering and comparison purposes only.

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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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)
HDI's who had no franchise in the elections before 1983 and 1993 Constitution	10	
HDI's 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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>
<p>DATE:</p>
<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>



SAGE

System User Only	
Captured By:	
Captured Date:	
Authorized By:	
Date Authorized:	
Safety Web Verification	
YES	NO

Office

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 Company CC Partnership

Department Trust Other

Department Number

Other Specify

Supplier Account Details

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

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

Contact Details

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

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



OFFICE OF THE VALUER-GENERAL

OFFICE OF THE VALUER-GENERAL

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

www.ovg.org.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH, POLICY INCLUDING TRENDS ANALYSIS ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

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) 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, in line with section 12(1)(a) and 12(1)(b) of the PVA and section 25 of the Constitution of SA.
- 1.2 Although the Office of the Valuer-General works closely in co-operation with the other institutions in the Rural Development and Land Reform portfolio, it does so with a significant degree of autonomy that adds further credibility to the Land Reform process for the benefit of all stakeholders. The Land Reform programme has benefited from the 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 properties.
- 1.3 Effective 1 October 2020, the OVG has been operating independently as a stand-alone entity, reporting directly to the Minister of Agriculture, Land Reform and Rural Development. The OVG is implementing its own governance structures, systems, and processes that will enable it to effectively execute on the critical mandate of ensuring high-quality and impartial property valuations for the purposes of Land Reform.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- 1.4 The OVG is required to conduct research/analysis on Property Valuations and Land Reform from time to time. The research/analysis will ensure that the OVG is abreast of property valuation industry trends and also in line with developments in the land reform space, enabling it to deliver property valuations that respond to current affairs within the land reform space.
- 1.5 It is in this context that the OVG needs to partner with a professional firm / joint venture / consortium that has relevant competency, sufficient experience, knowledge, and understanding of the property valuations and land reform space, as outlined in the scope of work.

2. OBJECTIVES

- 2.1 The OVG is, from time to time, expected to execute specialized projects that relate to property valuations, land reform, and the OVG mandate. The projects may be informed by certain needs and circumstances, for example, a request from the Minister or a need to clarify certain trends/outcomes from the OVG valuations reports. Some of these specialized projects manifest as urgent interventions that require immediate attention.
- 2.2 This Terms of Reference seek to appoint a professional firm / joint venture / consortium who will collaborate with OVG to execute such projects as and when needed. The contract with the service provider will enable the OVG to respond to the following needs as they manifest timeously:
- Continuous research/analysis interpretation of data sets over a period of time, identify industry trends; commentary on supply/demand dynamics and property valuation input trends, e.g., Cap Rates for Agricultural properties.
 - Continuous research/analysis on trends for different land usage (e.g., agriculture – crop, sugarcane, timber land, etc.)
 - Continuous research on property valuation industry standards.
 - Continuous research on property valuations for purposes of Land Reform.
 - Contribution of the OVG to the Land Reform and property valuations sector.

NB: The projects will not be limited to the needs mentioned above.

- 2.3 The above-mentioned needs are part of the constant work that OVG needs to undertake in shaping the future of property valuations in line with the PVA and its regulations. This should then inform the changes in policies, procedures, and business processes that OVG should continuously introduce in their core business to ensure an improved and efficient way of executing their mandate.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- 2.4 It is in this spirit that the OVG would want to appoint a specialist firm or a consortium / joint venture that will assist the OVG with the above mentioned challenges as they relate to OVG core business for a period of 36 months.

3. SCOPE OF WORK

The high-level scope of work for this appointment includes but is not limited to the following:

- 3.1 Plan and execute property valuations related projects for the OVG, based on the provided scope of work. Provide advisory services to the OVG on property market trends relating to the different types of property uses, e.g., agricultural land.
- 3.2 Deliver a comprehensive report in line with the provided scope of work.
- 3.3 Develop the identified property valuation interventions (e.g., Policies/ procedures/ business processes) in line with research findings or any other emerging trends, regulatory or legislative processes.
- 3.4 Participate in the implementation of the identified property valuation interventions and conduct post-implementation reviews.
- 3.5 Execute any ad-hoc property valuations consulting / advisory work that the OVG may request.

4. Engagement model

The conditions for this appointment are as follows:

- 4.1 Once the service provider is appointed, work instructions will be provided on and as and when the need arise basis.
- 4.2 Each work instruction will originate from the relevant OVG representative.
- 4.3 A work instruction will include the scope of work, estimated number of hours required to deliver the requirements, detailing key activities and deliverables, the expected date of delivery, reporting requirements, and project ownership.
- 4.4 Once originated, the work instructions have to be supported and approved by the relevant OVG Executive officer.
- 4.5 The planned work must be submitted to the relevant OVG committee for consideration.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- 4.6 The approved work instruction will be submitted to the OVG SC &P office through a requisition to obtain quotes.
- 4.7 The appointed firm will be required to provide a quote within 24 hours, which should be in line with the relevant rate as provided on the attached pricing schedule (SBD3.3)
- 4.8 The OVG will not conduct business with service providers whose tax matters are not complaint with the SARS and such verification will be conducted as and when quotes are obtained.
- 4.9 Project resources will be expected to work from OVG offices as and when required. This will also be based on work arrangements agreed upon at the project level and pricing must be inclusive of such cost e.g. travelling cost.
- 4.10 A professional firm / consortium / joint venture of service providers are not guaranteed any business as the approach of this bid is based on an as and when service is required approach.
- 4.11 The professional services rates quoted will be used for requirements that are not known at the time of going to the market but will arise during the contract. Once a requirement has been identified it will be scoped and a request for quotation will be submitted.
- 4.12 The quotation must adhere to the rates provided in the Pricing Schedule. The professional services rates quoted will remain fixed for the duration of the contract.
- 4.13 The scope of work for professional services as listed below, is exclusively for Technical advisory services on Property Valuations however, the OVG reserves the right to go on a normal tender/RFQ process for any of the professional services listed below should it opt to do so.
- 4.14 The appointed service provider will be required to provide a quote as well as a proposal (that is in line with sub-par. 4.3) through a work instruction as and when a need arises.
- 4.15 The total amount of the quote will be fixed for the duration of each assignment and be inclusive of VAT, if the service provider is a registered VAT vendor.
- 4.16 The service provider will be required to fully complete and sign the SBD 4 as and when a quotation is submitted
- 4.17 Any assignment commenced before the expiry of the main contract term, may continue until the end date of the assignment.
- 4.18 The OVG will not be permitted to issue an assignment after the end date of the term of the main agreement
- 4.19 An assignment may only proceed with work associated with a task when an official purchase order is issued to do so.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

5. AUTHORISED DELEGATE(S)

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

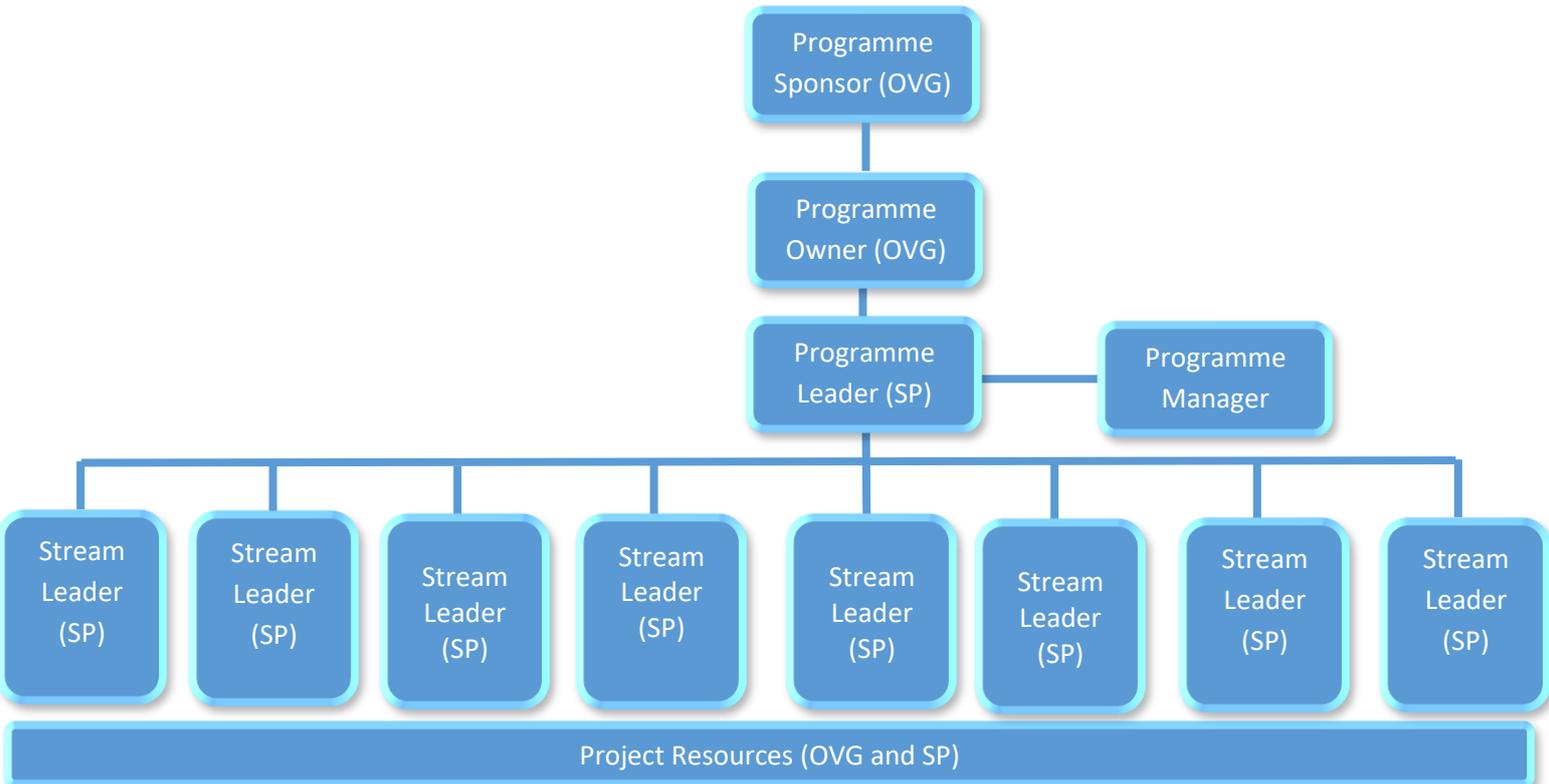
6. SERVICE LEVEL AGREEMENT

6.1 The appointed service provider must enter into a service-level agreement with the Office of the Valuer-General.

6.2 The successful service provider will enter into an agreement with the OVG through the SBD 7.2 which will govern as a main agreement to the contract.

7. PROJECT MANAGEMENT

The structure of the project team is as depicted below:



Legends:
SP – Appointed Service Provider’s Resource
OVG – Office of the Valuer General’s resources

The service provider is expected to provide the following resources:

- Programme Leader – this role will be the lead role that interacts with OVG on matters relating to new projects, allocation of resources, planning, monitoring, reporting, etc.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- Eight (8) Stream Leaders – These resources will be advised by the Programme Leader about new projects, and they will be responsible for leading scoping, planning, and delivery of work under the guidance of the Programme Owner.
- Project resources are additional specialists that might be required by the stream leader to execute the work. These specialists will either be provided by the appointed service provider or the OVG.

The stream leaders will be required to lead in the following areas:

- Real Estate – Property Valuations
- Research
- Property (Agricultural) Economist
- Archiving and records keeping
- Historical data / Archives (Immovable property – land and/or improvements)
- Agriculture/Farming (require skills across various commodities (e.g., crop, timberland, intensive and extensive farming, animal production, poultry, etc.))
- Land Surveyor
- Accountant (Financial information analysis)

7.1 The signed agreement with the Service Provider will be for a period of three (3) years. Each work instruction will be treated as a project with its own life cycle that will be defined accordingly.

8. 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 the 80/20 preference point system as Prescribed in the Preferential Procurement Regulations 2022.

8.1 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 the bid. This phase is not scored, and bidders who fail to comply with all the mandatory criteria will be disqualified.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

No.	Mandatory Requirement Criteria	Substantiating Evidence of Compliance (Used to assess compliance)	Evidence Reference (To be completed by bidder)
1.	<p><u>The Project/ Programme Lead</u> – Agricultural Economist_ for the duration of the contract must have a:</p> <p>a) Minimum Qualification of NQF 7 in Agricultural Economics and,</p> <p>b) Be registered as a professional with the Agricultural Economics Association of South Africa (AEASA)</p>	<p>Bidders are required to:</p> <p>a) Indicate who the Project/ Programme Lead - Agricultural Economist is on Form A of the tender document and</p> <p>b) Submit a detailed Curriculum Vitae (CV) which clearly shows roles, start and end dates, responsibilities, and the duration of each role.</p> <p>c) Copies of qualifications and applicable professional certification for the assigned Project / Programme Lead - Property (Agricultural) Economist.</p>	<p>Provide unique references - not over three years - to locate substantiating evidence in the Bid response.</p>
2.	<p><u>The stream leaders</u> (excluding the Project/ Programme Lead listed above) for the duration of the contract should include:</p> <p><u>1. Real Estate - Property Valuations Professional (Registered Professional Valuer)</u> in possession of;</p> <p>a) A minimum of NQF 6 qualification in Real Estate – Property Valuations or a related field and</p> <p>b) Be registered as a Professional Property Valuer and a member of SACPVP – South African</p>	<p>Bidders are required to:</p> <p>a) clearly indicate the <u>Project Stream leaders</u> on Form A of the tender document, and</p> <p>b) Submit detailed Curriculum Vitae (CV) which clearly shows roles, <u>start and end dates</u>, responsibilities and the duration of each role, and</p> <p>c) Copies of qualifications and applicable professional certification for the assigned Project stream leaders</p>	<p>Provide unique references - not over three years - to locate substantiating evidence in the Bid response</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

	<p>Council for the Property Valuers Profession.</p> <p>2. <u>Market Research Analyst</u> in possession of;</p> <p>a) A minimum of NQF 6 in marketing, business analytics, or a related field and</p> <p>b) Be registered as a Professional member of the Southern African Marketing Research Association (SAMRA) or any professionally recognized institution</p> <p>3. <u>Chartered accountant (financial information analysis)</u> in possession of;</p> <p>a) A minimum of NQF 6 in accounting, finance, business administration or a related field such as statistics, economics, or general business, and</p> <p>b) Be registered as a Professional member of The South African Institute of Chartered Accountants (SAICA) or any professionally recognized institution</p>	<p>Bidders are required to:</p> <p>a) Clearly indicate the <u>Project Team Members</u> on Form A of the tender document and</p> <p>b) Submit a detailed Curriculum Vitae (CV) that clearly shows roles, <u>start and end dates</u>, responsibilities, and the duration of each role and</p> <p>c) Copies of qualifications and applicable professional certification for the assigned Project stream leaders.</p>	
<p>3.</p>	<p>Proof of authority to sign the standard bidding documents on behalf of an Entity</p>	<p>Attach a copy of the relevant resolution by the Board of Directors, Members, or Partners, duly signed and dated, authorizing a particular person to sign the standard bidding documents on behalf of an Entity</p>	<p>Provide unique references - not over three years - to locate substantiating evidence in the Bid response</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

		“In the case of a <u>JOINT VENTURE</u> 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.”	
4.	Attendance of the compulsory briefing session.	Bidders must attend the compulsory briefing session	Complete the company details on the attendance register or on the chat (MS Teams) - as proof that you have attended the compulsory briefing.
5.	The Pricing Schedule (SBD 3.3 form) must be fully completed	Bidders are required to complete the Pricing Schedule (<u>SBD 3.3</u>) form and submit together with their Bid	Provide unique references - not over three years - to locate substantiating evidence in the Bid response

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.

8.2 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

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

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)

9. EVALUATION IN TERMS OF FUNCTIONALITY

9.1.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. As part of their bid documents, Bidders must 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.

9.1.2 The value scored for each criterion will be multiplied by 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.

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

9.1.4 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 Criterion	Max Points
1. Company Experience and Capacity	
<p>1.1 Written reference letters of similar projects executed – should not be older than three years:</p> <p>Specific details must be given to indicate the extent to which these previous experiences relate to the work described in the TOR</p> <p>The bidder must take note of the following:</p> <ul style="list-style-type: none"> ➤ References should be presented in the form of a written letter on official letterhead from clients for whom similar services have been provided. Letters must be dated and include the company name, contact name, address, phone number, duration of the contract, the value of the contract, and a brief description of the services provided. <p>Note that appointment letters or letters of acceptance will not be accepted as reference letters.</p> <p>NB: The OVG reserves the right to validate the provided information by contacting the referee</p>	20 Points

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

Real Estate/Valuations Experience	Market Research Experience	Property (agricultural) economics Experience	Archiving and records keeping Experience	Historical data (Immovable property – land and/or improvements) Experience	Land Survey Experience	Agriculture/ Farming Experience	Accountant financial information analysis) Experience
Max of 2.5 Points	Max of 2.5 Points	Max of 2.5 Points	Max of 2.5 Points	Max of 2.5 Points	Max of 2.5 Points	Max of 2.5 Points	Max of 2.5 Points
<ul style="list-style-type: none"> • No/ irrelevant reference = 0 Points • One (1) relevant reference letter = 1 Point • Two (2) relevant reference letters = 2 Points • Three (3) relevant reference letters = 3 Points • Four (4) relevant reference letters = 4 Points • Five (5) relevant reference letters = 5 Points 							
2. Experience of the Primary Project Resources							
<p>2.1 Abbreviated Curriculum Vitae (CV) of key personnel to be involved in the project implementation. The CV should demonstrate experience in similar work performed.</p> <p>2.2 Submit detailed Curriculum Vitae (CV) which clearly shows roles, <u>start and end dates</u>, responsibilities, and the duration of each role,</p> <p>2.3 A summary profile of the professionals, their qualifications, technical and professional skills,</p> <p>2.4 The following primary project resources will be evaluated:</p> <p>2.5 Programme Leader – (Maximum 35 Points)</p> <p><u>CV of the Programme Leader (Property (Agricultural) Economist) will be evaluated as follows:</u></p> <ul style="list-style-type: none"> • No or irrelevant experience= 0 Points • Less than five years of experience in providing technical advisory on agricultural economics = 1 point • 5 years of experience in providing technical advisory on agricultural economics = 2 points • 6-8 years of experience in providing technical advisory on agricultural economics = 3 points • 9-10 years of experience in providing technical advisory on agricultural economics = 4 points • More than 10 years’ experience in providing technical advisory on agricultural economics = 5 points 							70 Points

<p>2.6 Proposed Stream Leaders – (Maximum 35 Points)</p> <p>2.6.1 Professional Real Estate/Valuer- (Maximum 5 Points) 2.6.2 Market Research Analyst- (Maximum 5 Points) 2.6.3 Archiving and records keeping Specialist-(Maximum 5 Points) 2.6.4 Historical data /Archives (Immovable property – land and or improvements) Specialist- (Maximum 5 Points) 2.6.5 Agriculture/Farming Specialist (require skills across various commodities (e.g., crop, timberland, intensive and extensive farming, animal production, poultry, etc.)- (Maximum 5 Points) 2.6.6 Land Survey Specialist- (Maximum 5 Points) 2.6.7 Financial information Analyst- (Maximum 5 Points)</p> <p><u>CV of Proposed Stream leaders will be evaluated as follows:</u></p> <ul style="list-style-type: none"> • No or irrelevant experience= 0 Points • Less than 3 years of experience in providing technical advice in their field of professional practice= 1 point • 3 years of experience in providing technical advice in their field of professional practice = 2 points • 4-6 years of experience in providing technical advice in their field of professional practice = 3 points • 7-9 years of experience in providing technical advice in their field of professional practice = 4 points • More than 9 years' experience in providing technical advice in their field of professional practice = 5 points 	
3. Proposal- Methodology / Plan / Approach	
<p>3.1 Bidders must provide a detailed submission on their methodology or plan that depicts their responsiveness to the TOR, the level of detail in the proposal, clear attainable milestones, attention to project management, and innovative approaches and ideas.</p> <p>3.2.1 Proposal - Methodology / Plan / Approach (Maximum of 10 Points)</p> <p>Proposals should cover the approach/plan/methodology for managing work in the following areas: real estate/property valuation, research, property (agricultural) economics, archiving and records keeping, history (land/property), agriculture, and land survey work.</p> <p>Bidders are required to submit a proposal setting out a recommended approach/plan/methodology for providing technical areas relevant to this ToR.</p>	10 Points

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

<ul style="list-style-type: none"> • A comprehensive methodology describing all the activities in logical sequence = 5 points • A detailed methodology describing some of the activities in logical sequence = 4 points • A generic methodology provided = 3 points • A fair methodology provided = 2 Points • A poor methodology provided = 1 Point • No information provided = 0 point 	
--	--

9.1.5 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 in the next stage of the tender process.

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

10.1 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 done 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-

Ps = Points scored for the price of the tender under consideration. Pt = 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- 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 the 1983 and 1993 Constitution	10
Who is a Female	5
People with Disabilities (PwDs)	5

- f) Tenderers' Preference points for HDI will be calculated based on their percentage ownership or shareholding in the business if they are actively involved in and exercise control over the enterprise.
- g) Equity ownership may not be claimed where individuals are not actively involved in management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership.
- h) 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 contract's value to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.
- i) Preference points stipulated with respect to a tender must include preference points for equity ownership by HDIs. Equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, with respect to 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.
- j) 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.
- k) 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- l) 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:

$$NEP = \frac{NOP * EP}{100}$$

100

Where

NEP = Points awarded for equity ownership by an HDI

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

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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- 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.

10.2 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.

11. SUB-CONTRACTING

- 11.1 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.

12. SECURITY AND CONFIDENTIALITY OF INFORMATION

- 12.1 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 prior written approval from the OVG.

13. TERMS AND CONDITIONS OF THE PROPOSAL

- 13.1 A letter of intention to form a Joint Venture or Consortium (the Joint Venture or Consortium agreement will be required immediately after the bid has been awarded)
- 13.2 Awarding of the proposal will be subject to the Service Provider's acceptance of the OVG Supply Chain Management Policies and the General Conditions of Contract (GCC).
- 13.3 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.
- 13.4 Any shortcoming in this term of reference must be identified by the service provider prior to the awarding of the 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.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL FIRM / CONSORTIUM / JOINT VENTURE OF SERVICE PROVIDERS TO PROVIDE TECHNICAL ADVISORY TO THE OFFICE OF THE VALUER GENERAL REGARDING MATTERS RELATED TO RESEARCH AND POLICY ON PROPERTY VALUATIONS AND LAND REFORM FOR A PERIOD OF THREE YEARS.

- 13.5 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the OVG may cancel the contract within one month's notice.
- 13.6 The pricing must be fixed for the duration of the contract.
- 13.7 The company and its employees may be subjected to positive security vetting and screening.
- 13.8 By participating in this bid, you are accepting and giving consent to the OVG to publish your Personal Information on the websites (OVG/National Treasury) for purposes of enhancing compliance, monitoring and improving transparency and accountability within Supply Chain Management.
- 13.9 **The Office of the Valuer-General shall:**
- Conduct business in a courteous and professional manner with the Service Provider.
 - Not accept responsibility/liability for accounts/ expenses incurred by the Service Provider that were not agreed upon by the contracting parties.
 - Not accept responsibility/liability for 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.

14. REQUEST FOR FURTHER INFORMATION

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

Technical Enquiries

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Mr. T Masoleng	012 036 0000 tshenolo.masoleng@ovg.org.za

For supply chain management enquiries, please contact:

Mr. Gobusamang Ishmael Sekwale/ Ms. K Seatlholo

ovgscp@ovg.org.za

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** 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.