

OVG (03) (2023/2024)

APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

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

DATE: THURSDAY, 07 SEPTEMBER 2023

TIME: 11:00

LOCATION: MICROSOFT TEAMS

HYPERLINK: [Click here to join the meeting](#)

**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: THURSDAY, 28 SEPTEMBER 2023 AT 11:00

ENQUIRIES PLEASE CONTACT:

TECHNICAL RELATED:

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Ms. Matsela Mbedzi	073 965 5644 Matsela.Mbedzi@ovg.org.za

BID RELATED:

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



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) 2023/2024 **CLOSING TIME:** 11:00 **CLOSING DATE:** THURSDAY, 28
SEPTEMBER 2023

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 - 45
2.10 General Conditions of Contract (GCC)	..... Page 46 – 60

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

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) 2023/2024	CLOSING DATE:	28 SEPTEMBER 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: GPS Coordinates					
OFFICE OF THE VALUER-GENERAL (OVG)					
267 Praetor Building, 3 rd 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	Ms. Matsela Mbedzi	
TELEPHONE NUMBER	060 535 5769/ 071 604 0399		TELEPHONE NUMBER	073 965 5644	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Gobusamang.sekwale@ovg.org.za / Kehilwe.Seatlholo@ovg.org.za		E-MAIL ADDRESS	Matsela.Mbedzi@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 SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

PRICING SCHEDULE [SBD 3.3]
(Professional Services)

NAME OF BIDDER:		
BID NO.: OVG (03) 2023/2024	CLOSING DATE: 28 September 2023	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)
---------	-------------	--

1. Constitutional Law and Administrative Law Professional	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R
1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R
2. Property Law	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R
1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R
3. Commercial and Contract Law	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R
1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R
4. Procurement Law	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R
5. Information and Technology Law	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R
1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R
6. Labor and Employment Law	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R
1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R
7. Corporate Governance Law	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R
1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R
8. Civil law	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
1.1 Director	R	R	R
1.2 Professional Assistant/Associate	R	R	R
1.3 Candidate Legal Practitioner	R	R	R
TOTAL BID PRICE INCLUSIVE OF 15% VAT	R	R	R

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

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

NB! The total bid price provided above is for comparison and competition purposes only assuming that the quantity for each service is one and the rates quoted above will however remain fixed for the duration of 3 years.

NB! The OVG will process invoice payments upon the successful completion of the abovementioned deliverables in line with the approved project plan.

NB! The OVG will not accept changes to the pricing post implementation that arise due to the service provider underquoting or overlooking any costing elements. Where projections are made for example annual price escalations, and the actual rate becomes more than the projected cost, the amount indicated in this schedule will be used for invoicing, and no amendments will be accepted.

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

Office

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

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 responsibly for any delayed payments, as a result of incorrect information supplied.

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

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

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

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, they confirm that all the Information completed by the entity is correct.	Bank stamp		
	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

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

PHYSICAL ADDRESSES:

Praetor Forum Building
3rd Floor, 267 Lilian Ngoyi Street
Pretoria
2001

1. INTRODUCTION AND BACKGROUND

- 1.1 The Office of the Valuer-General (OVG) is inviting potential private legal practitioners in various fields of law to provide legal services for a period of thirty-six months.
- 1.2 The OVG is a national public entity, established in terms of the Property Valuation Act 17 of 2014("PVA"). The OVG's mandate is to value property identified for purposes of land reform, and upon request by a department, value property for purposes of acquisition and disposal.
- 1.3 Whilst performing its duties, the OVG interacts with various external stakeholders, thereby creating legal obligations, and that has necessitated the support of legal practitioners to assist the OVG with handling legal matters.
- 1.4 To safeguard the organisation's legal affairs, the OVG has seen a need to retain a set of legal practitioners to assist the organisation.

2. PROJECT OBJECTIVES AND EXPECTED RESULTS

2.1 OVERALL OBJECTIVES

- 2.1.1 OVG's terms of supply chain management prescripts hereby invite suitable, qualified, and competent firms of attorneys to submit proposals to be considered as "potential service provider/s" accredited list of service providers.
- 2.1.2 The accredited list of service providers implies that the selected firms are a pool who will be used for consideration for providing legal services to the Office of the Valuer General as and when the need arises. The list of

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

legal practitioners will be required to provide legal services to OVG, on an *ad hoc* basis.

2.1.3 The period of appointment of legal practitioners is 36 (thirty-six) months.

2.2 RESULTS TO BE ACHIEVED BY THE SERVICE PROVIDER

2.2.1 This Request for Proposal (RFP), is hereby requested from all interested potential service providers and a potential service provider bidder submitting a proposal will be deemed to do so on the basis that they acknowledge and accept the terms and conditions set below:

2.2.2 Supplier performance management is viewed by the OVG as a critical component in ensuring value for money in acquisition and good supplier relations between the OVG and all its suppliers.

2.2.3 The successful accredited firms shall upon receipt of written notification of an acceptance of their proposals, be required to conclude a contract which will form an integral part of the provision of the service.

2.2.4 This contract will serve as a tool to ensure effective delivery of services, quality, and add value to the OVG. The scope of work shall form part of the agreement.

2.3 CONFIDENTIALITY

2.3.1 The firms of attorneys will be required to sign confidentiality and/or indemnity agreements with the OVG.

2.3.2 The bidder undertakes, at any time of its appointment and after termination of cancellation thereof, not to directly or indirectly disclose, nor directly or indirectly use, whether for its own benefit or that of any other person any confidential and/or personal information of the OVG including that of or any information relating to its clients, customers, suppliers, donors, sponsors, or agents.

2.4 INTELLECTUAL PROPERTY RIGHTS

2.4.1 All copyright and intellectual property rights that may result in consequence of the work to be performed will become the property of the OVG.

2.4.2 Firms of attorneys shall deliver to the OVG, on completion of assignment, any security devices, passwords, or protection mechanisms to the soft versions of documents that were written and the OVG will have the right to amend and change those protection mechanisms without any obligation whatsoever to the firms of attorneys upon completion of the assignment.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

2.5 DUE DILIGENCE

- 2.5.1 A due diligence review may be conducted at the sole discretion of the OVG at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at the bidder's corporate offices.
- 2.5.2 Only legal practices established and registered in accordance with the provisions of the Legal Practice Act 28 of 2014 (Act no.28 of 2014) will be considered for this tender.
- 2.5.3 The OVG does not guarantee that bidders will receive instructions if they are appointed onto the OVG's accredited legal practitioners.
- 2.5.4 All instructions to selected accredited legal practitioners shall be given in writing, by a duly authorized representative from the OVG.
- 2.5.5 The OVG reserves the right to interview accredited providers that would have been shortlisted for specific assignments.
- 2.5.6 The OVG may, at its sole discretion award an assignment or any part thereof to more than one legal firm or to any legal firm not accredited depending on the nature of assignment.
- 2.5.7 The firms of attorneys may not cede or assign any part of the agreement with the OVG nor subcontract any part of the work assigned to them without the prior written authorization of the OVG.
- 2.5.8 Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal.
- 2.5.9 The Service Providers should not qualify their proposals with his/her own conditions. Any qualification to the terms and conditions of this quotation may result in disqualifications.
- 2.5.10 Any short coming in these terms of reference must be identified by the service provider prior to the accreditation. Any short comings identified by the service provider after the award and that would have an impact on the price/rates will be on the account of the service provider.
- 2.5.11 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 with one month's notice.
- 2.5.12 When cases have been postponed at the request of the service provider acting on behalf of the OVG owing to non-compliance with any procedural requirements, the service provider who was negligent in this

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

regard will bear the costs of postponement, and this amount will not be recovered from the OVG.

2.5.13 Service providers shall not appoint counsel unless written instruction to this effect have been received from the OVG.

2.5.14 Payment of legal fees by the OVG will be effected within 30 (thirty) days from the date of receipt of an acceptable invoice.

2.5.15 If any conflict of interest is discovered during a particular assignment, the OVG reserves the right to summarily terminate the brief/instruction and demand that all information, documents, and property of the OVG, relating to the matter be returned immediately.

2.5.16 A bidder shall, in the event of a sale, acquisition, merger or other change of control of a bidder after submission of a bid (Change Event) where such Change Event is achieved, directly or indirectly, in a single transaction or series of related transactions, or in the event of a sale of all or substantially all the assets of the bidder in a single or series of related transactions all of the assets of the bidder in a single or series related transactions, inform the OVG of the Change Event, failing which, the OVG at its own discretion may exclude the bidder from the further participation in the bid process.

2.5.17 Where the accreditation falls short of the below categories or other fundamental legal aspects, the OVG reserves the right to appoint firms outside the accredited providers.

2.5.18 The OVG shall be entitled, in its discretion, to remove an accredited firm of attorneys before the expiry of the 36 (thirty-six) months period by a written notice and recall all the files in the possession of the said firm of attorneys.

2.5.19 No entity may be involved, whether directly or indirectly, in more than one Bid in response to the RFP. Failure to comply with this requirement will, with the sole discretion of the OVG, result in disqualification of the relevant entity.

2.6 SKILLS TRANSFER

2.6.1 The appointed service providers will be required to ensure transfer of skills to the internal OVG Legal practitioners as and when they are issued with instructions/assignments i.e., involve the OVG Legal practitioners when consulting with Counsel, attending court and sharing of legal documents.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

3. SCOPE OF WORK AND DELIVERABLES

3.1 PROJECT DESCRIPTION

3.1.1 Successful bidders will be required to provide efficient and competent services on an *ad hoc* basis to the OVG in the following service categories:

NOTE: Bidders may submit proposals in respect of any one or a combination of the 7 service categories. Please indicate which service categories under 3.1.1 you are bidding for. Bidders must indicate in their proposals the relevant experience and exposure as well as the capacity of the bidder in relation to the selected service category(s) of legal experience.

ITEM	SERVICE CATEGORY	TICK (X) CATEGORY(S) THE BIDDER IS BIDDING FOR	NUMBER OF YEARS OF EXPERIENCE IN LEGAL FIELD OF SERVICE
1.	Constitutional Law and Administrative Law		
2.	Property Law		
3.	Commercial Law and Contract Law		
4.	Procurement Law		
5.	Information and Technology Law		
6.	Labor and Employment Law		
7.	Corporate Governance Law		
8.	Civil law		

3.1.2 The bidder must indicate, in the table below, with tick (X) the province it carries their business.

PROVINCE	PLEASE TICK (X)
Gauteng	
Eastern Cape	
Free State	
Mpumalanga	
Western Cape	
Northern Cape	
Limpopo	
Kwazulu-Natal	
Northwest	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

3.1.3 Monthly written feedback on the progress of the matter must be given to the Legal Services, at no cost to the OVG.

4. PRICING AND PAYMENT

4.1 The rates as quoted on the below pricing schedule (SBD 3.3) will be fixed for the duration of 36 months and be inclusive of VAT if the service provider is registered as a VAT vendor.

4.2 Payment will be made in full upon completion of the assignment to the satisfaction of the OVG.

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

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

5.1 Evaluation for Mandatory Criteria

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

No.	Mandatory Requirements	Substantiating Evidence of Compliance (Used to assess compliance)	Evidence Reference (To be completed by bidder)
1.	<p><u>The Lead Attorney</u> must have a minimum of:</p> <ul style="list-style-type: none"> a) NQF 8 Bachelor of Laws (LLB) or related studies. b) Admission certificate. c) valid letter of good standing with the Legal Practice Council (LPC), for the lead attorney. d) Valid copy of the Attorneys Fidelity Fund Certificate for 	<p>Bidders are required to:</p> <ul style="list-style-type: none"> a) Indicate who the Lead Attorney is on Form A of the tender document, and b) Submit a comprehensive Curriculum Vitae (CV) with clear roles, timeframes & key responsibilities as well as copies of qualifications and applicable professional 	<p>Provide unique reference to locate substantiating evidence in the Bid response</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	each member who is a sole practitioner, partner, or director of the firm of attorneys from the regulators that issue Fidelity Fund Certificates to practitioners and who will attend to the OVG's matters.	certification for the assigned Lead Attorney	
2.	<u>The Proposed Team Members</u> (excluding the Lead Attorney listed above) must have a minimum of: a) NQF 8 Bachelor of Laws (LLB) or related studies b) Admission certificates for the team members (with the exclusion of a candidate attorney).	Bidders are required to: a) clearly indicate <u>The Proposed Team Members</u> on Form A of the tender document, and b) Submit comprehensive Curriculum Vitae (CV) with clear roles, timeframes & key responsibilities for the assigned Proposed team members	Provide unique reference to locate substantiating evidence in the Bid response
3.	Legal Practitioners Indemnity Insurance Fund (LPIIF) cover.	Legal Firm's Indemnity Certification issued for present year must be attached	Provide unique reference to locate substantiating evidence in the Bid response
4.	Proof of authority to sign the standard bidding documents on behalf of an Entity	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 "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."	Provide unique reference to locate substantiating evidence in the Bid response
5	Completion of table 3.1.1 (Service Category) & 3.1.2 (Area of Jurisdiction)	Bidders must indicate area of specialist and jurisdiction by ticking on table 3.1.1 & 3.1.2 above	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

5.2 EVALUATION IN TERMS OF FUNCTIONALITY

5.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

5.2.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

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

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

1. Constitutional Law and Administrative Law		
Functional Area Criterion	Requirements and guidelines for criteria application	WEIGHT
1.1 Firm's years of experience in Constitution and Administrative law	To qualify for points, the bidder must provide reference letters on client's letterhead (where applicable), confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references provided, as well as those not provided by yourself as part of the risk assessment at its own discretion: a) 5 or more reference letters = 5 points b) 4 reference letters= 4 points c) 3 reference letters= 3 points d) 2 reference letters=2 points e) 1 reference letter=1 points	25
1.2 Lead Attorney's experience	Average post admission legal experience of Lead Attorney a) (5 Points) = 15 years and more in Practice b) (4 Points) = More than 11 but not exceeding 15 years in Practice	30

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	<p>c) (3 Points) = More than 9 but not exceeding 11 years in Practice d) (2 Points) = More than 6 but not exceeding 9 years in Practice e) (1 Point) = Less than 6 years' experience in Practice</p> <p>Evidence Required:</p> <p>Firms profile detailing the number of years post admission experience that lead attorney has.</p>	
1.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with the Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25
1.4 Methodology	<p>Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities. b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities. c) (3 Points) = Appropriate methodology that addresses the entire scope of work. d) (2 Points) = Appropriate methodology that only addresses part of the scope of work. e) (1 Point) = No methodology or irrelevant methodology.</p>	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

Total Points		100
2. Property Law		
2.1 Firm's years of experience in Property Law	<p>To qualify for points, the bidder must provide reference letters on client's letterhead, where applicable, confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references provided, as well as those not provided by yourself as part of the risk assessment at its own discretion.</p> <p>a) 5 or more reference letters = 5 points b) 4 reference letters= 4 points c) 3 reference letters= 3 points d) 2 reference letters=2 points e) 1 reference letter=1 points</p>	25
2.2 Lead Attorney' experience	<p>Average post admission legal experience of Lead Attorney</p> <p>a) (5 Points) = 15 years and more in Practice b) (4 Points) = More than 11 but not exceeding 15 years in Practice c) (3 Points) = More than 9 but not exceeding 11 years in Practice d) (2 Points) = More than 6 but not exceeding 9 years in Practice e) (1 Point) = Less than 6 years' experience in Practice</p> <p>Evidence Required:</p> <p>Firms profile detailing the number of years post admission experience lead attorney has.</p>	30
2.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

2.4 Methodology	<p>Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities.</p> <p>b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities.</p> <p>c) (3 Points) =Appropriate methodology that addresses the entire scope of work.</p> <p>d) (2 Points) =Appropriate methodology that only addresses part of the scope of work.</p> <p>e) (1 Point) = No methodology or irrelevant methodology</p>	20
Total Points		100
3. Commercial Law and Contract Law		
3.1 Firm's years of experience in Commercial Law and Contract Law	<p>To qualify for points, the bidder must provide reference letters on client's letterhead, where applicable, confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references provided, as well as those not provided by yourself as part of the risk assessment at its own discretion.</p> <p>a) 5 or more reference letters = 5 points</p> <p>b) 4 reference letters= 4 points</p> <p>c) 3 reference letters= 3 points</p> <p>d) 2 reference letters=2 points</p> <p>e) 1 reference letter=1 points</p>	25
3.2 Lead Attorney' experience	<p>Average post admission legal experience of Lead Attorney</p> <p>a) (5 Points) = 15 years and more in Practice</p> <p>b) (4 Points) = More than 11 but not exceeding 15 years in Practice</p> <p>c) (3 Points) = More than 9 but not exceeding 11 years in Practice</p> <p>d) (2 Points) = More than 6 but not exceeding 9 years in Practice</p>	30

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	e) (1 Point) = Less than 6 years' experience in Practice	
3.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed</p> <p>b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed</p> <p>c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed</p> <p>d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed</p> <p>e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25
3.4 Methodology	<p>Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities.</p> <p>b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities.</p> <p>c) (3 Points) = Appropriate methodology that addresses the entire scope of work.</p> <p>d) (2 Points) = Appropriate methodology that only addresses part of the scope of work.</p> <p>e) (1 Point) = No methodology or irrelevant methodology</p>	20
Total Points		100
4. PROCUREMENT LAW		
4.1 Firm's years of experience in Procurement Law	<p>To qualify for points, the bidder must provide reference letters on client's letterhead, where applicable, confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references provided, as well as those not provided by yourself as part of the risk assessment at its own discretion.</p> <p>a) 5 or more reference letters = 5 points</p>	25

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	<p>b) 4 reference letters= 4 points c) 3 reference letters= 3 points d) 2 reference letters=2 points e) 1 reference letter=1 points</p>	
4.2 Lead Attorney' experience	<p>Average post admission legal experience of Lead Attorney</p> <p>a) (5 Points) = 15 years and more in Practice b) (4 Points) = More than 11 but not exceeding 15 years in Practice c) (3 Points) = More than 9 but not exceeding 11 years in Practice d) (2 Points) = More than 6 but not exceeding 9 years in Practice e) (1 Point) = Less than 6 years' experience in Practice</p>	30
4.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25
4.4 Methodology	<p>Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities. b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities. c) (3 Points) =Appropriate methodology that addresses the entire scope of work. d) (2 Points) =Appropriate methodology that only addresses part of the scope of work.</p>	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	(1 Point) = No methodology or irrelevant methodology	
Total Points		100
5. INFORMATION AND TECHNOLOGY LAW		
5.1 Firm's years of experience in Information and Technology Law	<p>To qualify for points, the bidder must provide reference letters on client's letterhead, where applicable, confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references provided, as well as those not provided by yourself as part of the risk assessment at its own discretion.</p> <p>a) 5 or more reference letters = 5 points b) 4 reference letters= 4 points c) 3 reference letters= 3 points d) 2 reference letters=2 points e) 1 reference letter=1 points</p>	25
5.2 Lead Attorney' experience	<p>Average post admission legal experience of Lead Attorney</p> <p>a) (5 Points) = 15 years and more in Practice b) (4 Points) = More than 11 but not exceeding 15 years in Practice c) (3 Points) = More than 9 but not exceeding 11 years in Practice d) (2 Points) = More than 6 but not exceeding 9 years in Practice e) (1 Point) = Less than 6 years' experience in Practice</p>	30
5.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25
5.4 Methodology	Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	<p>plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities.</p> <p>b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities.</p> <p>c) (3 Points) =Appropriate methodology that addresses the entire scope of work.</p> <p>d) (2 Points) =Appropriate methodology that only addresses part of the scope of work.</p> <p>e) (1 Point) = No methodology or irrelevant methodology</p>	20
Total Points		100
6. LABOR AND EMPLOYMENT LAW		
6.1 Firm's years of experience in labor and employment Law	<p>To qualify for points, the bidder must provide reference letters on client's letterhead, where applicable, confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references provided, as well as those not provided by yourself as part of the risk assessment at its own discretion.</p> <p>a) 5 or more reference letters = 5 points b) 4 reference letters= 4 points c) 3 reference letters= 3 points d) 2 reference letters=2 points e) 1 reference letter=1 points</p>	25
6.2 Lead Attorney' experience	<p>Average post admission legal experience of Lead Attorney</p> <p>a) (5 Points) = 15 years and more in Practice b) (4 Points) = More than 11 but not exceeding 15 years in Practice c) (3 Points) = More than 9 but not exceeding 11 years in Practice d) (2 Points) = More than 6 but not exceeding 9 years in Practice e) (1 Point) = Less than 6 years' experience in Practice</p>	30
6.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed</p>	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	<p>b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed</p> <p>c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed</p> <p>d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed</p> <p>e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25
6.4 Methodology	<p>Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities.</p> <p>b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities.</p> <p>c) (3 Points) = Appropriate methodology that addresses the entire scope of work.</p> <p>d) (2 Points) = Appropriate methodology that only addresses part of the scope of work.</p> <p>e) (1 Point) = No methodology or irrelevant methodology</p>	20
Total Points		100
7. CORPORATE GOVERNANCE LAW		
7.1 Firm's years of experience in corporate governance Law	<p>To qualify for points, the bidder must provide reference letters on client's letterhead, where applicable, confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references provided, as well as those not provided by yourself as part of the risk assessment at its own discretion.</p> <p>a) 5 or more reference letters = 5 points</p> <p>b) 4 reference letters= 4 points</p> <p>c) 3 reference letters= 3 points</p> <p>d) 2 reference letters=2 points</p> <p>e) 1 reference letter=1 points</p>	25
7.2 Lead Attorney' experience	<p>Average post admission legal experience of Lead Attorney</p> <p>a) (5 Points) = 15 years and more in Practice</p> <p>b) (4 Points) = More than 11 but not exceeding 15 years in Practice</p>	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	<p>c) (3 Points) = More than 9 but not exceeding 11 years in Practice</p> <p>d) (2 Points) = More than 6 but not exceeding 9 years in Practice</p> <p>e) (1 Point) = Less than 6 years' experience in Practice</p>	30
7.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed</p> <p>b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed</p> <p>c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed</p> <p>d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed</p> <p>e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25
7.4 Methodology	<p>Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities.</p> <p>b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities.</p> <p>c) (3 Points) = Appropriate methodology that addresses the entire scope of work.</p> <p>d) (2 Points) = Appropriate methodology that only addresses part of the scope of work.</p> <p>e) (1 Point) = No methodology or irrelevant methodology</p>	20
Total Points		100
8. CIVIL LAW		
8.1 Firm's years of experience in Civil Law	To qualify for points, the bidder must provide reference letters on client's letterhead, where applicable, confirming that the bidder has rendered the required legal services. OVG reserves the right to contact references	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	<p>provided, as well as those not provided by yourself as part of the risk assessment at its own discretion.</p> <p>a) 5 or more reference letters = 5 points b) 4 reference letters= 4 points c) 3 reference letters= 3 points d) 2 reference letters=2 points e) 1 reference letter=1 point</p>	25
8.2 Lead Attorney' experience	<p>Average post admission legal experience of Lead Attorney</p> <p>a) (5 Points) = 15 years and more in Practice b) (4 Points) = More than 11 but not exceeding 15 years in Practice c) (3 Points) = More than 9 but not exceeding 11 years in Practice d) (2 Points) = More than 6 but not exceeding 9 years in Practice e) (1 Point) = Less than 6 years' experience in Practice</p>	30
8.3 Number of professionals employed in the Legal Firm	<p>Bidders are requested to provide a list of all Professionals employed in their respective firms who are registered with Legal Practice Council (LPC)</p> <p>a) (5 Points) = More than 12 Professional Legal Practitioners employed b) (4 Points) = More than 9 but not exceeding 12 Professional Legal Practitioners employed c) (3 Points) = More than 6 but not exceeding 9 Professional Legal Practitioners employed d) (2 Points) = More than 3 but not exceeding 6 Professional Legal Practitioners employed e) (1 Point) = Less than 3 Professional Legal Practitioners employed</p>	25
8.4 Methodology	<p>Bidders should provide a comprehensive project execution plan covering the entire scope of work as well as a proposed work schedule, duty sheet/ work plan with clear deliverables and timeframes for each task to be completed.</p> <p>a) (5 Points) = Appropriate methodology that addresses the entire scope of work and proposes outstanding value-addedactivities. b) (4 Points) = Appropriate methodology that addresses the scope of work and proposes value added activities.</p>	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

	<p>c) (3 Points) =Appropriate methodology that addresses the entire scope of work.</p> <p>d) (2 Points) =Appropriate methodology that onlyaddresses part of the scope of work.</p> <p>e) (1 Point) = No methodology or irrelevant methodology</p>	
Total Points		100

5.2.4 All Service Providers who score less than sixty **(60)** out of hundred (100) points for functionality will not be considered further and will be regarded as submitting a non-responsive proposal and will be disqualified.

5.3 EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

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)

EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

- 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.
- b) 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:

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

Where?

P_s = Points scored for price of tender under consideration.

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

- c) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- d) 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 SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

- e) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

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

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

- 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:
$$NEP = \frac{NOP * EP}{100}$$
Where?
NEP = Points awarded for equity ownership by an HDI
- m) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- n) Documentation to substantiate the validity of the credentials of the trustees must be submitted.
- o) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- p) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- q) Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs who had no franchise in the elections before 1983 and 1993 Constitution and Female.
- r) Tenderers who do not submit proof of HDI claims as indicated above do not qualify for preference points for specific Goals but will not be disqualified from the tendering process.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

5.4 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.

6. ENGAGEMENT MODEL

- 6.1 The OVG will send instructions as and when the need arises to the accredited Service Provider (accreditation in line with the category and the province) to provide the OVG with a quotation.
- 6.2 The appointed firm will be required to provide a quote which should be in line with the relevant rate as provided on the attached pricing schedule (SBD3.3) to the OVG within 24 hours
- 6.3 The service provider will be required to fully complete and sign the SBD 4as and when a quotation is submitted
- 6.4 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.
- 6.5 Service providers will not be entitled to claim correspondence fees for work performed outside their chosen area of jurisdiction.
- 6.6 In an instance where the OVG is unable to secure a service provider in a particular category and province the OVG will utilize an accredited service provider in that category who are within a radius to the province where the service is required
- 6.7 Accredited service providers are not **guaranteed** any work under this project.
- 6.8 The OVG reserves the right to add further legal firms to the framework during the life of this agreement at its sole discretion.

7. FORMAT AND SUBMISSION OF BIDS

- 7.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

- 7.2 To evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.
- 7.3 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 7.4 OVG may, for any reason and at any time during the selection process, request any Bidder to supply further information and/or documentation. The appointment of the successful Bidder is subject to the conclusion of a contract between OVG and the successful Bidder governing all rights and obligations related to the required services.
- 7.5 The contract shall be prepared by OVG to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by OVG (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 7.6 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

8. COMPULSORY INFORMATION SESSION

- 8.1 The compulsory Briefing session will be held on MS Teams. This session will provide bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

9. TERMS AND CONDITIONS OF THE BID

- 9.1 The accreditation process will be subject to the service provider's acceptance of the General Contract Conditions.
- 9.2 The basis of engaging service providers will be on needs identified per service category assignment and province as and when the need arises.
- 9.3 Accredited Service Providers should note that their accreditation does not guarantee any project/work allocated to them.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

- 9.4 OVG reserves the right to evaluate the accredited service providers on the panel on functionality for a specific project again.
- 9.5 The OVG may at its sole discretion, award an assignment or any part thereof to more than one accredited service provider(s).
- 9.6 The scope of work will broadly include the above services, however, the OVG reserves the right to go on a normal tender/RFQ process for any of the categories listed above should it opt to do so
- 9.7 Payments will only be made for acceptable work completed and delivered.
- 9.8 Any deviation from the project plan should be put in writing and signed by the project manager.
- 9.9 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 9.10 The OVG reserves the right to terminate the contract with the service provider if there is clear evidence of non-performance.
- 9.11 Failure to comply with any of these conditions will invalidate the proposal of the service provider.
- 9.12 The OVG reserves the right not to register any service provider, or to register various service providers.
- 9.13 It is the responsibility of prospective bidders to ensure that their bid documents are submitted before the closing time and date of the bid. Bids received after closing time and date will not be considered.
- 9.14 Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the organization will not be responsible for.
- 9.15 Any change of information provided in the bid document that may affect delivery of services should be brought to the organization's attention as soon as possible. Failure to comply may result in the contract being terminated.

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

- 9.16 Service providers intentionally presenting incorrect or fraudulent information will be disqualified.
- 9.17 The Service Provider team members named in the proposal should be retained for the duration of the project. Any replacement of team members must first be discussed and approved by OVG.
- 9.18 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.

10. CONTACT PERSON FOR TECHNICAL ENQUIRIES

All enquiries related to this bid must be forwarded to:

NO.	OFFICE	CONTACT PERSON	CONTACT DETAILS
1	Office of the Valuer-General	Ms. Matsela Mbedzi	073 965 5644

For supply chain management enquiries, please contact:

Mr. Gobusamang Ishmael Sekwale/ Ms. K Seatlholo
Gobusamang.Sekwale@ovg.org.za / Kehilwe.Seatlholo@ovg.org.za

Tel: 060 535 5769/ 071 604 0399

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

ANNEXURE B - COMPULSORY QUESTIONNAIRE

SERVICE CATEGORY	TICK CATEGORY	TICK AREA OF PRACTICE	
		PROVINCE	TICK
Constitutional Law and Administrative Law		Gauteng	
		Northwest	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	
Property Law		Gauteng	
		Northwest	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	
Commercial Law and Contract Law		Gauteng	
		Northwest	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	
Procurement Law		Gauteng	
		Northwest	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	
Information and Technology Law		Gauteng	
		North West	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	
Labor and Employment Law		Gauteng	
		Northwest	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER/S TO BE ACCREDITED AS PRIVATE LEGAL PRACTITIONERS FOR LEGAL SERVICES OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

Governance Law		Gauteng	
		Northwest	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	
	CIVIL LAW		Gauteng
		Northwest	
		Limpopo	
		Northern Cape	
		Eastern Cape	
		Western Cape	
		Mpumalanga	
		Kwazulu-Natal	
		Free State	

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.