

OVG (07) (2023/2024)

APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM OF OFFICE OF THE VALUER GENERAL (OVG) FOR A PERIOD OF (36) THIRTY-SIX MONTHS.

THERE WILL BE NO **BRIEFING SESSION:**

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, 14 MARCH 2024 AT 11:00**

ENQUIRIES PLEASE CONTACT:

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

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Mr. K Moatshe	078 422 2429 Kabelo.Moatshe@ovg.org.za

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



**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 (07) 2023/2024 **CLOSING TIME:** 11:00 **CLOSING DATE:** THURSDAY, 14 MARCH 2024

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

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

2. Attached please find:

2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity	..... Page 3 – 4
2.2 Invitation to Bid – SBD 1	..... Page 5 – 6
2.3 Pricing Schedule (Services) – SBD 3.3	..... Page 7 - 8
2.4 Declaration of Interest – SBD 4	..... Page 9 - 11
2.5 Preference Points Claim Form – SBD 6.1	..... Page 12 - 16
2.8 OVG Supplier Maintenance (Bank Details) Form	.....Page 17 - 18
2.9 Terms of Reference	..... Page 19 - 74
2.10 General Conditions of Contract (GCC)	..... Page 75 – 89

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

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

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

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

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

Yours faithfully

SUPPLY CHAIN MANAGEMENT (SCM)

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE VALUER GENERAL (OVG)					
BID NUMBER:	OVG (07) 2023/2024	CLOSING DATE:	14 MARCH 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM 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, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr GISekwale/ Ms K Seatlholo		CONTACT PERSON	Mr. NK Moatshe	
TELEPHONE NUMBER	060 535 5769/ 071 604 0399		TELEPHONE NUMBER	078 422 2429	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Gobusamang.sekwale@ovg.org.za / Kehilwe.Seatlholo@ovg.org.za		E-MAIL ADDRESS	Kabelo.Moatshe@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:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM 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 (07) 2023/2024	CLOSING DATE: 14 March 2024	CLOSING TIME: 11H00 AM

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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ERP MAINTENANCE AND SUPPORT PRICING SCHEDULE

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

PART A

ITEM NO	DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL PRICE Excl 15% VAT
1	Monthly Maintenance and Support fees	36 Months	R	R
2	Sage CRM Licence Renewal	Annual	R	R
2.1	Year 1			
2.2	Year 2	Annual	R	R
2.3	Year 3	Annual	R	R
3	Sage Evolution Licence Renewal		R	R
3.1	Year 1	Annual		
3.2	Year 2	Annual	R	R
3.3	Year 3	Annual	R	R
4	Sage People license renewal.		R	R
4.1	Year 1	Annual		

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

ITEM NO	DESCRIPTION	QUANTITY	PRICE PER UNIT	PER	TOTAL PRICE Excl 15% VAT
4.2	Year 2	Annual	R		R
4.3	Year 3	Annual	R		R
4.4	Direct Hire Licence Renewal	Annual	R		R
4.4.1	Year 1				
4.4.2	Year 2	Annual	R		R
4.4.3	Year 3	Annual	R		R
5	AMS360 license renewal	Annual			
5.1	Year 1		R		R
5.2	Year 2	Annual	R		R
5.3	Year 3	Annual	R		R
6	BPM Licence Renewal				
6.1	Year 1	Annual	R		R
6.2	Year 2	Annual	R		R
6.2	Year 3	Annual	R		R
7	Data Backup Service	12 Months	R		R
8	SYSTEM ENHANCEMENTS				
8.1	Migration of BPM to 4Flow (Project 1) Activity 8.1.1 to 8.1.3)	6 Months			
ITEM NO	DESCRIPTION	PRICE PER UNIT	PER	TOTAL PRICE Excl 15% VAT	
8.1.1	Build, Test and Deploy 4Flow system	R		R	
8.1.2	Training (60 Users)	R		R	
8.1.3	Data Migration	R		R	

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

8.2	1. System Enhancements (Project 2) Activity 8.2.1 to 8.2.6 (See Annexure III for providing costs per requirement)			12 Months	
ITEM NO	DESCRIPTION	QUANTITY	PRICE PER UNIT	PER	TOTAL PRICE Excl 15% VAT
8.2.1	SCM System Enhancements	Once-Off	R		R
8.2.2	Finance System Enhancements	Once-Off	R		R
8.2.3	Asset Management System Enhancement	Once-Off	R		R
8.2.4	HCS System Enhancements	Once-Off	R		R
8.2.5	PMO System Enhancements	Once-Off	R		R
8.2.6	Valuations System Enhancements	Once-Off	R		R
Sub Total Fixed costs (VAT Exclusive) for Part A			R		
Pricing should remain fixed for the duration of the contract					
15 % VAT			R		
Total Fixed costs (VAT Inclusive) for Part A			R		
Pricing should remain fixed for the duration of the contract					
PART B					
9	Professional Services (Time and Material)				Hourly Rates
9.1	Technical Consultant				R
9.2	Project Manager				R
9.3	Data Analyst				R
9.4	Integration Specialist				R
9.5	Functional Consultant				R

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

Sub Total Professional Services for Part B (VAT Exclusive)		R
Pricing is for comparison purposes only and should be carried over to the below Grand Total section		
15% VAT		R
Total Professional Services for Part B (VAT Inclusive)		R
Grand Total for Part A and Part B (VAT Inclusive) (Part A + Part B)	R	
The grand total is for comparison purposes only		
TOTALPRICE (INCL 15% VAT)	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.

NB: The successful Bidder will only be contracted for the price quoted on Part A of the pricing schedule. Part B of the pricing schedule is on and as and when basis however rate must remain fixed for the duration of the contract.

The grand total indicated above is for tendering and comparison purposes only.

ANNEXURE III SYSTEM ENHANCEMENTS PRICING

Indicate the cost for each modification in the table below. The cost for modification should be entered in column marked Total Price excl 15% VAT. Then add the total for each category, for example for SCM add cost for requirement SCM001 to SCM0026 and place on the total column. The total must then be entered in the table above.

The cost must clearly show comprehensive cost for each deliverable, i.e., including travelling, subcontracting and any incidental costs.

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

8.2.1 SCM System Enhancements

ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT
SCM0001	R	SCM0010	R	SCM0019	R
SCM0002	R	SCM0011	R	SCM0020	R
SCM0003	R	SCM0012	R	SCM0021	R
SCM0004	R	SCM0013	R	SCM0022	R
SCM0005	R	SCM0014	R	SCM0023	R
SCM0006	R	SCM0015	R	SCM0024	R
SCM0007	R	SCM0016	R	SCM0025	R
SCM0008	R	SCM0017	R	SCM0026	R
SCM0009	R	SCM0018	R	SCM0017	R
TOTAL PRICE (SCM 0001 to 0027) Excl 15% VAT to be carried over to item 8.2.1 of the Pricing Schedule (SCM System Enhancement)			R		

8.2.2 Finance System Enhancements

ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT
FIN001	R	FIN006	R	FIN010	R
FIN002	R	FIN007	R	FIN011	R
FIN003	R	FIN008	R	FIN012	R
FIN004	R	FIN009	R	FIN013	R
FIN005	R	FIN010	R	FIN014	R
TOTAL PRICE (FIN 001 to 014) Excl 15% VAT to be carried over to item 8.2.2 of the Pricing Schedule (Finance System Enhancements)			R		

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

8.2.3 Asset Management System Enhancement

ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT
AM0001	R	AM0010	R
AM0002	R	AM0011	R
AM0003	R	AM0012	R
AM0004	R	AM0013	R
AM0005	R	AM0014	R
AM0006	R	AM0015	R
AM0007	R	AM0016	R
AM0008	R	AM0017	R
AM0009	R		
TOTAL PRICE (AM 0001 to 0017) Excl 15% VAT to be carried over to item 8.2.3 of the Pricing Schedule (Asset Management System Enhancement)			R

8.2.4 HCS System Enhancements

ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT
HCS001	R	HCS003	R	HCS005	R
HCS002	R	HCS004	R	HCS006	R
TOTAL PRICE (HCS 001 to 006) Excl 15% VAT to be carried over to item 8.2.4 of the Pricing Schedule (HCS System Enhancements)			R		

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

8.2.5 PMO System Enhancements

ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT
PMO001	R	PMO003	R	PMO005	R
PMO002	R	PMO004	R	PMO006	R
TOTAL PRICE (PMO 001 to 006) Excl 15% VAT to be carried over to item 8.2.5 of the Pricing Schedule (PMO System Enhancements)			R		

8.2.6 Valuations System Enhancements

ITEM NO	PRICE Excl 15% VAT	ITEM NO	PRICE Excl 15% VAT
VMS001	R	VMS008	R
VMS002	R	VMS009	R
VMS003	R	VMS010	R
VMS004	R	VMS011	R
VMS005	R	VMS012	R
VMS006	R	VMS013	R
VMS007	R		
TOTAL PRICE (VMS 0001 to 0013) Excl 15% VAT to be carried over to item 8.2.6 of the Pricing Schedule (Valuations System Enhancement)			R

TOTAL PRICE FOR ALL THE SYSTEMS ENHANCEMENT ABOVE TO BE CARRIED OVER TO SYSTEM ENHANCEMENTS (PROJECT 2) ACTIVITY 8.2.1 TO 8.2.6 OF THE PRICING SCHEDULE

Initials

Date:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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



SAGE

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

Office

Office of the Valuer General

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

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

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

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

I/We understand that the OVG will not assume 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	Number <input style="width: 100%;" type="text"/> Other Specify <input style="width: 100%;" 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 or Provide Bank confirmation Letter, they confirm that all the Information completed by the entity is correct.	Bank stamp/ Bank confirmation Letter		
	It is hereby confirmed that this detail has been verified against the following screens ABSA -CIF screen FNB -Hogan's system on the CIS4 STD Bank-Look-up-screen Nedbank - Banking Platform under the Client Details Tab		

Contact Details

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

	Supplier details	Organization sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of the Office of the Valuer General where form is submitted from:



**OFFICE OF THE
VALUER GENERAL**

OFFICE OF THE VALUER GENERAL

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

www.ovg.org.za

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM FOR A PERIOD
OF 36 MONTHS**

PHYSICAL ADDRESSES:

Praetor forum building

3rd Floor, 267 Lilian Ngoyi Street
Pretoria
0001

1. PURPOSE

1.1 The purpose of this Request for Bids is to invite competent service providers to submit proposals for the provision of maintenance and support service which includes system enhancements of the ERP System to ensure an optimal performance of the targeted services.

2. INTRODUCTION

2.1 The Office of the Valuer-General is a state entity of the Department of Agriculture, Land Reform and Rural Development established in terms of the Property Valuation Act No.17 of 2014 (PVA) and its subsequent listing as a National Public Entity listed in terms of Schedule 3A of the Public Finance Management Act.

2.2 The OVG has the mandate of supporting the programme of Land Reform through providing independent and credible property valuation services. It is envisaged that, through the mandate specifically designed for this entity, land claim values will be settled with greater efficiency and decisiveness, thereby speeding up the process of Land Reform.

2.3 The OVG currently has 68 employees and is expecting the number to grow to 150 employees in the 3-5 years.

2.4 The OVG has successfully implemented the Sage Enterprise Resource Planning, (ERP) system since October 2021 and the contract with the current business partner will be expiring in due course. The Sage ERP supports the Financial Management, Asset Management, Human Resources Management, Supply Chain Management and Valuation Management Business processes.

2.5 It is against this background that the OVG would like to invite suitably qualified service providers to submit quotations for the maintenance and support of the ERP System.

3. BACKGROUND

The below section outlines the current environment and services related to the ERP service.

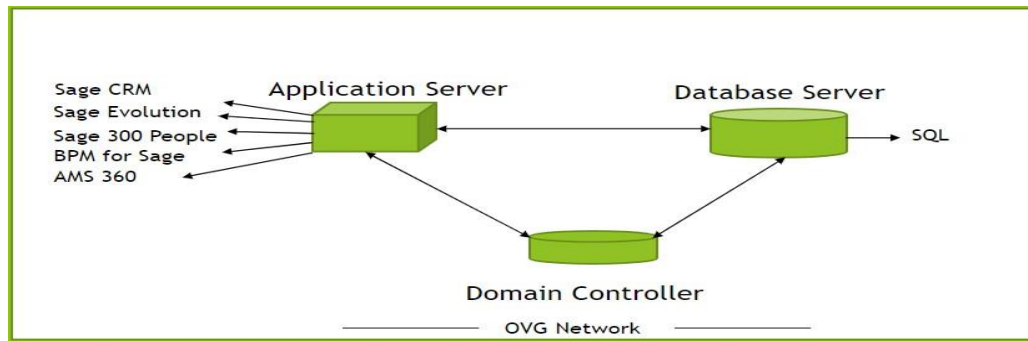
3.1 SERVER INFRASTRUCTURE

3.1.1 The ICT environment of the OVG operates on an on-premises Microsoft Server 2019 environment and Aruba Network Environment which is predominantly supported and maintained by the internal resources with support from the various service providers.

3.1.2 The current ERP Server environment includes five applications servers housing the ERP modules, a QAS (Test) Server and a shared database Server. The ERP modules operate on a three-tier architecture as depicted below, the Applications Sever and Database Server, and client desktop and web-based applications.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM FOR A PERIOD OF 36 MONTHS

Figure 1 : Server Architecture



3.2 DATA BACKUP SERVICE

Offsite backup service is required for the following servers (ERP, Domain and Management and Monitoring): -

Table 1 : Backup sizes

Server	Total HDD size	Space Used
Server 1	0.5 TB	43 GB
Server 2	1 TB	87 GB
Server 3	0.5 TB	41 GB
Server 4	0.5 TB	50GB
Server 5	0.6 TB	59 GB
Server 6	1 TB	122 GB
Server 7	2TB	537 GB
Server 8	12.6TB	5.8TB
Server 9	360GB	60GB
Server 10	400GB	25GB
Server 11	580GB	85GB
Server 12	800GB	125GB

3.3 ERP MODULES IN USE

3.3.1 The following table shows the expiry dates and the number of licenses for the ERP modules:

3.3.2 *Table 2: ERP Module Licence expiry dates*

Module	Licence Expiry	Current No of Licences	Projected increase
Sage Evolution	31 May 2024	15	10
BPM	30 April 2024	50	10

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Module	Licence Expiry	Current No of Licences	Projected increase
Sage People	31 January 2024	150	0
Direct Hire	31 July 2024	150	0
Sage CRM	30 April 2024	40	10
AMS360	31 May 2024	10	10

3.3.3 The OVG makes use of the Sage ERP suite. The following table summarizes the modules and submodules that are currently used.

Table 3: ERP Modules in use

Business Unit.	Module.	Sub-Module
Finance	Sage 200 (Evolution)	<ul style="list-style-type: none"> ▪ Accounts Receivables ▪ Accounts Payables ▪ General Ledger ▪ Bank Manager ▪ Inventory ▪ Order Entry ▪ Inventory Issue
Human Capital Management.	Sage 300(People)	<ul style="list-style-type: none"> ▪ Direct Hire (recruitment) ▪ Sage 300 people Core. ▪ Sage 300 ESS
Supply Chain Management	Sage (BPM)	<ul style="list-style-type: none"> ▪ BPM Purchasing (including RFQ) for Sage Evolution. ▪ BPM Payables for Sage Evolution. ▪ BPM Sales for Sage Evolution. ▪ E-Workflow 2013, engine, process, andform designer.
Valuation Management.	Sage CRM (300c)	<ul style="list-style-type: none"> ▪ Valuation tracking System. ▪ Project management.

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Fixed Assets.	AMS360	<ul style="list-style-type: none">▪ Assets management.▪ RFID tracking▪ Monitoring.▪ ERP integration.▪ Workflow.▪ Insurance.
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4. SCOPE OF WORK

4.1 Table 4 illustrates the scope of activities as follows.

Table 4: Scope of Work

Item	Requirements
1. Maintenance	<ul style="list-style-type: none"> ▪ Plan, test, and manage releases of application updates and upgrades, (adaptive, corrective, preventative and perfective maintenance). ▪ Coordinate requests for service, application issues, and patches with the application owners. ▪ Write and maintain system documentation.
2. Support	<ul style="list-style-type: none"> ▪ Provide Level 2 and 3 [Tier 2 and 3] (escalation for internal applications support. Specialist technical product support, external and vendor support) Support. ▪ Resolve incidents or support requests. ▪ Provide On-going support of ERP systems and third party if required. ▪ Provide dedicated consultant onsite periodically for maintenance, support and any issues that may need to be resolved. ▪ Provide dedicated resources to be stationed at the OVG office for a minimum of two days a week. ▪ Assist with scheduled or program change management. ▪ Reconfigure modules as and when requested.
3. Data Backup and Management	<p>Provide data backup service in line with the OVG policy for the following requirements: -</p> <ul style="list-style-type: none"> ▪ Data Stored in local (South African) Data Centre.

	<ul style="list-style-type: none"> ▪ Backed-up data must be saved in encrypted form. ▪ Data must be transferable to the customer production site (e.g., external HDD) on request. ▪ Set daily backup schedules at specified intervals and follow them precisely. ▪ Provide multiple repositories for replication. ▪ Automatic Backups that do not require human intervention to run. ▪ Perform periodic recovery tests (every six months). ▪ Off Site Backup with the following requirements: <p><i>Table 5: Backup Attributes</i></p> <table border="1"> <thead> <tr> <th style="background-color: #008000; color: white;">Attribute</th> <th style="background-color: #008000; color: white;">Requirement</th> </tr> </thead> <tbody> <tr> <td>Backup Frequency</td> <td>Daily at 6 Hour Intervals</td> </tr> <tr> <td>Back Up Type</td> <td>Incremental, Differential, Full</td> </tr> <tr> <td>Geo Location</td> <td>Within the Republic of South Africa borders</td> </tr> <tr> <td>Back up artifacts</td> <td>Files, Applications, System States</td> </tr> <tr> <td>Retention Period</td> <td>12 Months [Data to be handed over at the end of contract]</td> </tr> </tbody> </table> <ul style="list-style-type: none"> ▪ The facility must be available for inspection by OVG officials. ▪ Multi-level backup and recovery for application level, file level, system level, virtual machine level ▪ Unified multitenant dashboard ▪ Managed storage 	Attribute	Requirement	Backup Frequency	Daily at 6 Hour Intervals	Back Up Type	Incremental, Differential, Full	Geo Location	Within the Republic of South Africa borders	Back up artifacts	Files, Applications, System States	Retention Period	12 Months [Data to be handed over at the end of contract]
Attribute	Requirement												
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Back up artifacts	Files, Applications, System States												
Retention Period	12 Months [Data to be handed over at the end of contract]												

	<ul style="list-style-type: none"> ▪ Integration with O365 environment (capable of restore from an image onto Windows environment) ▪ Daily reports and email notifications
<p>4. System Modifications</p>	<ul style="list-style-type: none"> ▪ Modify the ERP modules per the requirements specified in Table 3 (Project 2). ▪ Some of the requirements will be delivered in the form of a project.
	<ul style="list-style-type: none"> ▪ BPM to 4Flow Migration (Project1) ▪ Migration from current BPM system (v7.4) to 4Flow of subprocesses which are as follows. <ul style="list-style-type: none"> - Demand Management - Acquisition Management - Logistics Management - Contracts Management - Budgets Management ▪ Full digitalization of the subprocesses ▪ Migration of current integration between BPM and Sage Evolution. ▪ Data Migration from current BPM system (v7.4) to 4Flow. ▪ Customize 4Flow with additional requirements as stated under Table 6 with an aim to achieve 100% digitalization of the listed subprocesses. The enhancements must cater for the following activities which must be costed. <ul style="list-style-type: none"> - Requirements Specification - Design - Build - Test - Deploy ▪ License Migration

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	<ul style="list-style-type: none"> ▪ Advanced Training for the in-house support team. End-user training ▪ Provide a comprehensive proposal which must cater for the methodology, project plan, migration plan, training plan, human resource plan (indicating the resources to be assigned), skills transfer and Value-Added Services. ▪ The project must be completed within six months of having confirmed the scope. ▪ The project manager will be provided by the OVG.
5. Professional Services	<ul style="list-style-type: none"> ▪ Additional requirements not specified in Tables 6 - 11 will be identified and scoped during the contract (Time and Material Project).
6. Software Licenses	<ul style="list-style-type: none"> ▪ Software License Renewal for existing licenses as outlined in Table 2. ▪ Additional licenses as and when required. ▪ Rationalize licenses to expire at the same time for the modules in use.
7. Training	<ul style="list-style-type: none"> ▪ Provide end-user training as and when required. ▪ Facilitate well-structured skills transfer programme for the super users and system administrators. ▪ Train users on new development(s) within the applications management function. ▪ Document procedures, processes, to enhance internal knowledge and capacity of the OVG staff (User Manuals).
8. Service Management	<ul style="list-style-type: none"> ▪ Ensure professional reporting, tracking of incidents, problems, and resolutions as per the Service Level Agreement (SLA).

	<ul style="list-style-type: none"> ▪ Ensure attendance of monthly SLA meetings without fail. ▪ Submit monthly SLA reports, weekly monitoring and system performance reports, and weekly escalated call log report. ▪ Provide clear service level turn-around times with clear minimum resolution time per incident type. The minimum resolution times are as follows: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th style="text-align: center;">Priority</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Minimum Time to Resolve</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Critical</td> <td>4 hours</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Medium</td> <td>8 hours</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Low</td> <td>24 hours</td> </tr> </tbody> </table> <p style="margin-left: 20px;">Priority 1 – Job stopper / Mission Critical – Affects many users or a critical system function.</p> <p style="margin-left: 20px;">Priority 2 – Medium – Issue impacts a smaller number of users or a function that has a work-around and business can afford to wait for longer resolution period.</p> <p style="margin-left: 20px;">Priority 3 – Low – Issue has a low severity impact on a small number of users.</p>	Priority	Description	Minimum Time to Resolve	1	Critical	4 hours	2	Medium	8 hours	3	Low	24 hours
Priority	Description	Minimum Time to Resolve											
1	Critical	4 hours											
2	Medium	8 hours											
3	Low	24 hours											

4.2 The tables below show the list of System Enhancement High Level Requirements that have been identified. The service provider is expected to quote for each respective requirement taking into consideration the resources required to fully deliver the listed requirements. No additional costs will be accepted based on under quoting due to Service Provider oversight or under sight. The cost of delivering the requirement must be clearly stated in Annexure III (of the pricing Schedule). This cost must include all incidentals such as sub-contracting and travel costs where applicable.

- 4.2.1 Table 6 below shows the requirements for Project 1. The requirements below were drawn in line with limitations on the current BPM system. The service provider will have to migrate to 4 Flow considering the below requirements which will then be implemented on 4 Flow.
- 4.2.2 Tables 7 - 11 show the requirements that have been identified for system modification for Project 2.

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Table 6 : SCM System Enhancement Requirements

Item	Module	Process	Description	High Level Requirement
SCM0001	BPM	Demand Management	<p>Demand Management Plans capturing:</p> <p>Demand Management Plan are done through excel before being uploaded on BPM. Each Business Unit uses the excel template to list its projected demand and expected cost. These spreadsheets are submitted to SM SCM for consolidation and review. The SM SCM consults with SM Finance to verify the allocated budget. After signing off the template is sent to Procurement Specialist for capturing on the system.</p>	<p>Update existing workflow to include all missing steps. Or alternatively build a new workflow with all required steps.</p> <ol style="list-style-type: none"> 1. Business units must submit their DMP inputs on the system. 2. Approval of Inputs must be done by Senior Manager of the respective BU. 3. Review of inputs/balancing done by SCM Specialist and Manager. 4. Approval must be done by Senior Manager SCM then DMP will feed to the consolidated OVG DMP template. 5. Final consolidated template must be reviewed by Senior Manager Finance. 6. Final approval COO and Valuer-General.
SCM0002	BPM	Demand Management	<p>Demand Estimates not Known:</p> <p>Demand estimates are not known as there are no historical data to reference</p>	<ol style="list-style-type: none"> 1. Include ability to reference prior year actual expenditure. 2. Update DMP screen to allow

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM FOR A PERIOD OF 36 MONTHS

				<p>viewing historical DMPs.</p> <p>3.The system must allowSCM Specialist toview all approved DMP's.</p> <p>4. System must allow SCM Specialist to create DMP from a prior year DMP.</p>
SCM0003	BPM	Demand Management	<p>Notification and Alerts for DMP:</p> <p>A notification is sent only when the transaction is sent to an inbox. Afterwards, No Alerts or notifications are sent based on timelines.</p>	<p>1.System must send reminders/notificationsbased on targeted timelines to approvers of the DMP to solicit action.</p>
SCM0004	BPM	Demand Management	<p>Bi-annual review of DMP: DMP values are not reflected when making changes to existing budgets:</p> <p>The values captured on the DMP feed the period budgets for the year and reflect on Sage Evolution. However, when making amendments to the budget from BPM there is no visibility of the values that were captured. And the budget is not locked to prevent users from making changes above the originally approved budget.</p>	<p>1. The system must allow changes to DMP to be tracked.</p> <p>2. System must allow audit trails to be drawn for changes made to DMP.</p> <p>3. The system must ensure that changes to DMP are not above original budget.</p> <p>4. BPM must sync with Evolution to update all changes.</p>
SCM0005	BPM	Demand Management	<p>Contracts Commitments Linking:</p> <p>The prior year commitments are not reflected in the DMP. Users must manually capture open commitments.</p>	<p>1. System must be able to pull open commitments automatically from Sage Evolution when capturing DMP.</p>

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<p>SCM0006</p>	<p>BPM</p>	<p>Demand Management</p>	<p>Overlapping Procurement Linking:</p> <p>Overlapping procurement is not reflected on the DMP. Users must manually capture overlapping procurement.</p>	<p>1. System must be able to pull values for procurement that have not yet been finalized and allow for editing.</p> <p>2. System must be able to identify Procurement above R1 000 00.00 and feed to the Procurement plan (as per Treasury Template).</p>
<p>SCM0007</p>	<p>BPM</p>	<p>Demand Management</p>	<p>Procurement Plan Tracking:</p> <p>Tracking of progress in terms of procurement plan is done on excel.</p>	<p>1. System must have in-built notifications and escalations to notify users to start with the Procurement Process.</p> <p>2. System must have ability for tracking progress on procurement process.</p> <p>3. System must have reports and dashboards that provide insights into project progress.</p> <p>4. System to notify the SCM Specialist about the date for submitting National treasury quarterly (before 15th of the following month after the end of the quarter) reports.</p>

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SCM0008	BPM	Acquisition Management	<p align="center">Visibility into SCM Specialists Inbox by SCM Manager:</p> <p>The supervisor of the Specialists SCM does not have visibility of what is currently sitting in SCM Specialists inbox.</p>	<p>1. System must have in-built Notifications escalation for transactions that have exceeded a certain amount of time without being attended to.</p> <p>2. The SCM Manager must be able to view and track work allocated to specialists.</p> <p>3. System must have reports that shows all transactions that on SCM Specialist.</p>
SCM0009	BPM	Acquisition Management	<p align="center">Procurement Method selection:</p> <p>The system currently has a single workflow for procurement that branches into three routes (paths). Other procurement methods are not catered for.</p>	<p>1. The system must have real-time integration to the CSD portal, and a link between BPM "RFQ" workflow to be able to select suppliers based on the commodity, area for delivery, Municipality.</p> <p>2. System must pull suppliers from a live CSD portal and return to BPM with the selected suppliers minimum of 10 suppliers must be pulled out and send RFQ to those selected suppliers</p> <p>2. Workflow for deviation procurement</p>

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				<p>method with a selection of the following:</p> <ul style="list-style-type: none"> a) Direct sourcing b) Emergency c) Urgent d) Single source e) Multi source f) Sole g) Other <p>3.The system must be able to link with CSD and pull the selected supplier/s details to BPM for RFQ where applicable (should be able to select) and allow for attachments and follow the route of creating a Purchase order.</p>
			<p>Sourcing Strategy for Panel of suppliers:</p> <p>The system does not accommodate rotation and selection of service providers from a Panel of Service Providers. The procurement and selection is done manually outside the system. After selection Users select 'Sole Supplier' all the time which is not a correct reflection of the sourcing path followed. The 'RFQ' route does not allow selection of a panel but lists all</p>	<ul style="list-style-type: none"> 1. System must have a workflow for other sourcing strategies such as utilising a panel of Service Providers (Database created through a sourcing strategy). 2. System to create a workflow for transversal contracts and allow for loading

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			the suppliers that are created on Sage Evolution.	<p>of suppliers as and when a need arises.</p> <p>3. System to create a workflow for OVG's on demand contracts and should have the ability to load appointed service providers as and when available.</p> <p>4. System must have a workflow for other methods of procurement this will include Contract Participation and must be able to load Supplier information and link from CSD.</p>
SCM0010	BPM	Acquisition Management	<p>Supplier Rotation for Panel of Suppliers</p> <p>The procurement and selection are done manually outside the system. After selection Users select 'Sole Supplier' workflow.</p>	<p>1. Build functionality for Supplier rotation for Panel of suppliers.</p>
SCM0011	BPM	Acquisition Management	<p>Supplier Rotation Selection verification</p> <p>The System selects the Supplier from the list based on the 80/20 rules. However, the review or approver of the process does not have visibility of how the system came to select the supplier, making it difficult to review. The</p>	<p>1. Build functionality to select and rotate suppliers based on their commodities and geographical areas.</p>

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			Reviewer/ Approver only sees the recommended supplier	<p>2. Vendor Rotation Selection Report or screen to show the approver or reviewer all the quotes that were submitted.</p> <p>3. The system to incorporated OVG Specific goal (PWD, Women and HDI)</p> <p>4. Include additional fields on Sage Evolution Supplier Master and allow data syncing between BPM and Evo for the purposes of determining commodities and Geographical Locations.</p>
SCM0012	BPM	Acquisition Management	<p>Re-source when no response is received for an RFQ:</p> <p>If no responses are received from the selected 10 suppliers, the system allows selection of an additional 10 suppliers. However, the system adds the newly loaded suppliers on top of the suppliers selected on the first round, instead of creating a new selection round.</p>	<p>1. System must not allow suppliers to whom an opportunity was given to bid on the same quotation and no responses were received. New suppliers must be chosen and the suppliers to whom RFQ was sent on</p>

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				previous round must be discarded.
SCM0013	BPM	Acquisition Management	<p>Quotation Receipts:</p> <p>When service providers respond, they send quotations to the email address provided on the RFQ. The Quotations received on email must then be captured on BPM</p>	<p>1. Built two-way integration between O365 (Email) and BPM to allow received Bids to be available on BPM.</p>
SCM0014	BPM	Tender Management	<p>Tender Management:</p> <p>Tender Management is done manually, once selection is completed transaction is loaded on the sole provider workflow.</p>	<p>1. System must have workflow for Tender Management process</p> <p>2. Appointment of the Bid Evaluation and specification committee must be approved on the system, (Memo Template Annexure I). Include a List of appointees.</p> <p>3. TOR /Specification loaded on the system must be supported and approved on the system.</p> <p>4. The system must be able to integrate with E-tender, OVG & DALRRD Websites, platforms for Bids advertisement.</p> <p>5. The system must allow Bidders to submit their bids or proposals electronically, with</p>

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				<p>an ability to load additional bid documents. And notify bidders that their submissions were successfully submitted to the OVG system. The system must allow a drop down indicating required documents for submission.</p> <p>6.The system must allow the addition of Addendum and notify Bidders</p> <p>7. System must send out notifications to SCM 3 days before the closing date of the tender. Closing date must only be weekdays, excluding public holidays.</p> <p>8.The system must allow the Bid committee to evaluate responses through digital platform/system.</p> <p>9.The system must be able to vet the recommended Bidder by integrating with other systems e.g. CSD, etc.</p> <p>10.The system must be able to track the validity period from the closing date of</p>
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				<p>the Bid and send notification for extension to the bidder, when instructed to do so.</p> <p>11.The system must allow the Bid adjudication committee to adjudicate and make recommendations for the Accounting Authority’s approval.</p> <p>12.The system must be able to send Appointment letter to the recommended Bidder after approval.</p> <p>13.System to be able to publicise the Bid responses and award where the Bid was advertised.</p> <p>14. System must generate letters of regret upon awarding of a contract.</p> <p>15. Elicit, refine, and document requirements for tender management. Design, test and deploy a solution.</p> <p>N.B Annexure II shows the As-Is process for Tender Management.</p>
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SCM0015	BPM	Logistics Management	<p>Completion Certificate</p> <p>Completion Certificates are done manually by the receiver of service. The Signed Completion certificate is sent to SCM who then complete the evaluation as per completion certificate and upload the document on BPM.</p>	<p>1. System must include step for receiver of service to capture completion certificate on the system.</p>
SCM0016	BPM	Logistics Management	<p>Capturing Receipts (Goods and Services)</p> <p>When capturing a receipt that has been captured against a Purchase Order, there is no notification generated by the system (This Causes Duplication of receipt)</p>	<p>1.The system must notify the capturer if the receipt is already captured under the Same PO and inform the capturer if still awaiting approval or returned for amendments.</p> <p>2.The system must allow the PO number to reflect automatically when doing supplier evaluation.</p> <p>3.When you have opened one receipt within an Order the system must allow you to go back to the list of receipts within the same order.</p> <p>4. System should allow SCM to Edit the PO description & cost estimate at requisition level.</p>
SCM0017	BPM	Contract Management	<p>PO attachments</p> <p>When capturing PO on the contract module the system does not pull the supporting</p>	<p>1. System must allow users to pull PO attachments to the contract screen</p>

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			documents attached at the initial state of PO creation.	
SCM0018	BPM	Contract Management	<p>Contract Duration Calculation and Email Notifications for Contract Expiry</p> <p>Contract Duration is calculated using the excel Contracts Register. And the Contract Expiry is tracked Manually using the excel Contracts Register</p>	1. System must be able to calculate contract duration and send out notification for the contract end date to the Project manager, SCM and the Service provider.
SCM0019	BPM	Contract Management	<p>Contract PO Linking (Multiple Pos)</p> <p>System allows linking only a single Purchase order.</p>	1. System must allow linking of multiple Pos to contract at creation stage.
SCM0020	BPM	Contract Management	<p>Contract Closure and Commitments Release</p> <p>Even when a contract is closed funds the PO remains open and must be closed separately, furthermore, the funds linked to that PO are not released back to the budget.</p>	<p>1. On Contract termination/closing the system must check outstanding PO and automatically close that PO (approval must be done as per relevant delegation of authority)</p> <p>2. System must release commitments back to the budget, so they are available for use in other procurement</p>
SCM0021	BPM	Contracts Management	<p>Document and Contract deletion</p> <p>System does not allow document deletion</p>	1. System must enable users to delete the entire contract or documents that are uploaded in case the incorrect document is uploaded.

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SCM0022	BPM	Contracts Management	<p>Contract Reports</p> <p>Contracts register/report is currently kept on an excel sheet.</p>	<p>1. System must have the ability to generate various contract reports e.g contract commitment register and contract register.</p> <p>2. Summary of all active/cancelled contracts. (Include enquiry tab per Service provider)</p>
SCM0023	BPM	Contracts Management	<p>Contract Payments</p> <p>The contracts register is currently kept on an excel sheet. The payments are processed on Evolution. The Excel contracts register is manually updated with payment information.</p>	<p>1. System must have the ability to update the contracts register with payment details to date when payments are processed on SAGE.</p>
SCM0024	BPM	Reporting	<p>System Audit Trail Reports</p> <p>Audit Trails are not logged</p>	<p>1. Build ability to log Audit Trails report for all system activity.</p>
SCM0025	BPM	Reporting	<p>System Reports</p> <p>System does not have any reports.</p>	<p>Build the following reports:</p> <ol style="list-style-type: none"> 1. Requisition report captured /approve/Not approved request. 2. PO issued daily. 3. RECEIPT report of captured/approv ed or stuck on integration. 4. Deviation and Variation report other than

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				<p>normal procurement.</p> <p>5. Report for various procurement process or Methods (Panel of Valuers, RFQ and sole supplier)</p> <p>6. On Demand Contract reports.</p> <p>7. Outstanding PO report summary.</p>
SCM0026	BPM	Digitisation of Memos	Manual memoranda are submitted for approval related to various procurement processes.	<p>1.The system must preload SCM standard templates for processing of requests e.g., DMP/Procurement approval Memo, Deviation Memo Submission memo on the system.</p> <p>2.System must have a workflow for memo submission.</p>
SCM0027	BPM	Acquisition	<p>Purchase Order Hyperlink</p> <p>When searching a PO there is no hyperlink to directly open the PO print out. To open a PO user must go to Reports.</p>	The system must allow opening of apo document whenuser clicks the PO number. PO column (integration Status) must have a hyperlink.

4.2.2 Tables 7 - 11 show the requirements that have been identified for system modification for Project 2.

Table 7: Finance System Enhancement Requirements

Item	Module	Process	Description	High Level Requirement
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM FOR A PERIOD OF 36 MONTHS

FIN001	BMP	Invoicing	<p>Invoice Date All payments that fall within a specific month must be paid within the relevant month. The date of the invoice must be captured as today's date despite what is on the document. A recon is done outside the system and the invoice is sent to SCM manager for signature and the signed document is attached on the system.</p>	1. System must include all required invoice date fields and ensure the period to which the transaction depends on the correct 'invoice date'
FIN002	BPM	Invoicing	<p>Invoice Adjustment Adjustments are done on Evolution as a journal. System brings original PO amount as invoice amount, if this amount is different to what is on the supplier document it cannot be changed and is integrated to Evolution and an adjustment needs to be done on evolution to ensure the amount charged by the supplier matches what is on our system.</p>	1. System must have ability to do invoice adjustments
FIN003	BPM	Invoicing	<p>Return RECEIPT to previous step. To return a RECEIPT, all fields must be filled in. This poses a challenge as the usual reason for returning a RECEIPT is incomplete information</p>	1. System must allow a RECEIPT to be returned to the previous step if there is missing information
FIN004	BPM	Invoicing	<p>Creditors Reconciliation Currently done outside the system on an excel sheet. The recon is done to identify how much needs to be paid.</p>	1. System must have a creditors reconciliation report that shows invoice selected for payment.

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FIN005	Sage Evolution	Payment Processing	Encryption of Payment File The payment extract file exported from Sage Evolution can be modified by anyone who has access to the location file is stored	1. Encrypt Payment extract.
FIN006	Sage Evolution	Payment Processing	Remittance Advise Reprint the Print Layout for remittance printed during payments processing is different from the layout of remittance for reprints.	1. Modify system to match remittance advise printed during payment processing to be the same as the one printed using the report.
FIN007	Sage Evolution	Payment Processing	Payment Batch Posting The Supplier bank details are not displayed on the remittance advise"	1. Include supplier banking details on Remittance advise
FIN008	BPM	Invoicing	Diners Club / Club Travel Invoices The POs for travel are created with two lines one for flights and one for service fees. The Flight line must be captured on a different supplier, Diners while the service fees are	1. Modify system to allow Invoice splitting between two suppliers.
FIN009	BPM	Invoicing	Splitting Invoice line between GL There are instances when there a single line may need to be split between two different GL accounts.	1. Modify System to allow allocation split on a GL level.
FIN010	BPM	Budget Amendments	Shifting of Budget funds To determine from which GL account to shift funds, the user must print reports on Evolution and check on	1. Amend Budget Process to integrate and show current available budgets

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			evolution how much of the initial budget is remaining	2. Modify system to block users from making changes that amount to more than the original budget amounts"
FIN011	Sage Evolution	BI Reports	Budget Amendment Each year at the end of Q2, the total organisational budget value may be amended subject to approval from the National Treasury. Currently this process happens outside the system	1. Build A workflow for budget amendments must be built on the system
FIN012	Sage Evolution	BI Reports	Budget vs Actual Report A list of BI report will be shared, and these reports must be built on the system	1. Build BI Reports as per list
FIN013	Sage Evolution	Accounts Receivables	Business Intelligence Report Done Manually every Quarter	1. Build BI Reports as per list
FIN014	Sage Evolution	Payments Processing	CSD Supplier Verification The verification is done manually by downloading a CSD report and checking the supplier details. The report is uploaded on the Purchase order.	1. Modify system to allow integration to check supplier details.
FIN015	Sage Evolution	Reporting	Transactions automatically 'reconciled' . The reconciled 'clr' field is already ticked when the reconciliation dialog box is opened.	1. Check and activate the functionality that allows users to reconcile transactions

Table 8 : Asset Management Enhancement requirements

Item	Module	Process	Description	High Level Requirement
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM FOR A PERIOD OF 36 MONTHS

AM001	AMS360	Acquisitions	<p>Assets Clearing Account When capitalising an asset, the asset is already sitting on cost account before capitalising; the transaction will go directly to cost account upon receipting</p>	1. System must have an Assets clearing account
AM002	AMS360	Reports	<p>Customised Reports The asset register is downloaded onto excel and required reports are extracted from the data on excel. System reports are available however they are very generic and not customised to OVG environment.</p>	1. System Customised report must be built into the system
AM003	AMS360	Reconciliation	<p>Reconciliation is done manually on excel Reconciliation between AMS 360 and EVO to ensure the two modules balance is done on excel using the Asset Reg downloaded to excel.</p>	<p>1. System must automatically generate reconciliation for Evolution and AMS360 .</p> <p>2. Recon must show variances between the General Ledger and the Fixed Assets Register</p>
AM004	AMS360	Acquisitions	<p>System generated Codes. For asset codes, business unit the user types the code in the free form text fields. The system does not auto generate codes e.g for assets, Cost Centre, Business Area</p>	1. System must auto generate codes
AM005	AMS360	Asset Maintenance	<p>Assets Maintenance Schedule Maintenance schedules are kept manually in each</p>	1. System must allow automatic generation of maintenance

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			business Unit for example ICT	schedules for assets.
AM006	AMS360	Asset Maintenance	Asset Insurance and Warranty details Insurance and Warranty details are kept manually by each business unit	1. System provide for the recording of Asset warranties insurance details on the system.
AM007	AMS360	Acquisitions	List of Asset Custodians The system allows the selection of a custodian per asset however the drop-down list contains only names from the system user list. The asset manager is selected as the custodian for all assets even assets that have been allocated to other officials	1. System must allow creation of a separate list of asset custodians (not users of the system) or make the field accept freetext. 2. Integrate with HCS system to pull list of all officials
AM008	AMS360	Acquisitions	Assets Serial Number The serial Number is available, but it is not mandatory. The system allows to save an asset even when the field is blank.	1. System must make Serial Number field mandatory based on the classification selected e.g whenever the Computer Equipment Class is selected, the S/N should be marked mandatory
AM009	AMS360	Acquisitions	Default Values The Currency and Residual fields are open text fields that except any values	1. The following fields must default to these values: - Currency - ZAR - Residual Value - R1

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AM010	AMS360	Acquisitions	Document Deletion System does not allow document deletion	1. System must enable users to delete document that are uploaded, in case they upload the incorrect document
AM011	AMS360	Acquisitions	Invoice Information Integration User must check on the invoice document or search on Evolution for the invoice number	1. System must Auto update asset register with invoice number as soon as it is captured on financial system.
AM012	AMS360	Acquisitions	Supporting Documents Visibility User must check on the receipting from BPM or evolution. These documents are used to verify the asset before finalising the asset acquisition on the system	1. Make attachments (supporting documents) visible during the review stages during acquisition
AM013	AMS360	Acquisitions	Sequence of acquisition screens The review step comes first before the capturing asset details.	1. Capturing of asset details should start first before the reviewing
AM014	AMS360	Acquisitions	Bulk Import for Multi-line PO Each line from a multi-linePO is captured separately. This exercise is time consuming for PO with a lot of lines. (example when capturing laptops, each laptop must be captured separately)	1. Cater for bulk import for multi-line PO
AM015	AMS360	Reports	Notifications and Reports Reports are available on the system but there are no alerts.	1. Build reports and Alerts

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AM016	AMS360	Asset Maintenance	Supplier Works Order Linking The Maintenance Order resides on BPM system and is not integrated to AMS360	1. Build in the ability to Link a specific Supplier to a works order
AM017	AMS360	Acquisitions	Receipting into Asset cost Accounts When a GRV is processed the transaction hits the asset cost account.	1. asset Cost account must only be impacted when an asset has been capitalised

Table 9 : HCS System Modification Requirements

Item	Module	Process	Description	High Level Requirement
HCS001	ESS	Leave Types	There are two types of family responsibility leave: - Family responsibility 5 Days; Family Responsibility Bereavement 5 Days; General Sick Leave; Maternity Leave	<ol style="list-style-type: none"> 1. Family Responsibility Leave must have 5 days. Employees must have been in service for four months. 2. General sick leave must be removed. 3. Maternity Leave must only be available if employee has been employed for 1 year. 4. On normal sick leave, the reasons should include being sick from home. Sick from home is only allowed for max of 2 days. 5. The 8-week rule must be embedded. If

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				<p>employee takes 1 sick day per week for 8 consecutive weeks, on 8 week the system must enforce a doctor's note.</p> <p>6. For Occupational Injury the medical certificate and proof of claim from the third party must be mandatory.</p> <p>7. Include a note for each leave type to guide user on the type of attachment required per leave.</p> <p>8. Include tooltips to explain each type of leave</p> <p>9. Parental leave must be removed, they are covered under family responsibility.</p> <p>10. Paternity leave must only apply to male employees.</p> <p>11. Special leave must have sub categories - study, relocation.</p> <p>12. Allow other user s to apply for leave on behalf of</p>
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				another, e.g PA for a SM
HCS002	ESS	Overtime Claims	Overtime Claims are submitted on manual documents that are signed by the reviewer and approver.	1. System must mimic the claim form and allow all line items to be loaded.
HCS003	ESS	Travel Claims	Travel Claims are done manually.	<ol style="list-style-type: none"> 1. Add field for Engine Capacity 2. System must calculate the correct total claim amount based on the kms travelled by rate 3. System should be able to prevent non-SMS employees from claiming using the SMS rates. 4. Provide for monthly rate change as provided by Dept of Transport. 5. Cater for Pre-Approval of trips 6. Auto Generate Claim Number 7. Add Departure Time and Return Date 8. Add a tab for petrol claim
HCS004	ESS	S and T Incidental Claims	S&T claims are done manually	<ol style="list-style-type: none"> 1. System must correct total value based on the expenditure. 2. Include feature for PAs to capture on behalf of SMS.

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HCS005	ESS	Performance Management	Performance Contracts are done manually. The information has been loaded on Sage 300 but does not integrate to ESS.	1. Performance Management must be done on the system
HCS006	ESS	Job Requisition	Done Manually outside the system	1. Performance Management must be done on the system

Table 10: PMO system Enhancement Requirements

Item	Module	Process	Description	High Level Requirement
PMO001	Sage CRM	Work Breakdown Structure	No work break down structure	1. System must have a Work Breakdown Structure.
PMO002	Sage CRM	Notifications and Alerts	The system does not send notifications or alerts to notify users of tasks that have been allocated to them.	1. System must automatically send notifications and alerts when tasks are assigned to a user
PMO003	Sage CRM	Project Progress Tracking	Manual tracking of project milestones	1. System must se a gantt chart with clear milestones to track project progress.
PMO004	Sage CRM	Work Breakdown Structure	System uses global actionsfor document upload. Access to global actions is limited to system administrators	1. System must allow the user who creates the project to upload documents.
PMO005	Sage CRM	Escalations	Currently no escalations are done.	1. System must automatically escalate tasks that have not been attended to

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				in a given period of time
PMO006	Sage CRM	Work Breakdown Structure	Tracking done outside the system manually	<ol style="list-style-type: none"> 1. System must allow Gantt chart and tracking of project milestones and tasks 2. System should allow user to periodically update percentage completion

Table 11 : Valuations System Enhancement Requirements

Item	Module	Process	Description	High Level Requirement
VMS001	VTS	Alerts and Notifications	A user must log in to the system in order to see the tasks that have been assigned to them.	"1. The system must provide for automated alerts and notifications natively and via email.
VMS002	VTS	Data Lists for Field Drop down	After selecting the province, the dropdown for districts still gives districts from other provinces.	1. System must allow filtering of Municipality-District based on the selection on the province, dropdown.
VMS003	VTS	Escalations	Escalations are done outside the system. However, users do not have full visibility of the requisitions that are in the pipeline.	1. System must cater for automated escalations when tasks have not been attended to for a specified period of time.

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VMS004	VTS	Executive Dashboards	Internal and Client Executives rely on oral reports and to know the status of requests	"1. System must have Interactive Executive Dashboards. 2. The dashboards should be filtered per Requesting Branch (Client) and location."
VMS005	VTS	KPI Days Remaining	System determines the 50 day count incorrectly, using 72 days	"1. System must calculate KPI Days remaining by counting down from a maximum of 50 working days. 2. The countdown must take into accounts weekend and holidays and exclude them the count down."
VMS006	VTS	Outlook Integration	Correspondences are received on users outlook mailboxes and do not integrate to VTS	"1. The system must have the ability for the Valuations Assistant Managers / Managers to receive email correspondence relating to queries raised and for such correspondences to be recorded against the related valuation request.
VMS007	VTS	Quotations	Quotations are done on BPM system,however there is no space for tracking the steps on VTS.	1. system must have the ability to generate quotations for Valuations services

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				to be performed in terms of Section 12 1(b) valuations.
VMS008	VTS	Section 12 (1) b Process	Section 12(1)b Valuations are done outside the system, the tracking is put on hold as the workflow does not accommodate the 12 (1) b process	"1. system must have the ability to generate quotations for Valuations services to be performed in terms of Section 12 (1) (b) of PVA.
VMS009	VTS	Leasehold Dates	Capture Leasehold start and end date. System shouldn't allow the following_<Leasehold Period Start Date> be after <Leasehold Period End	1. System should alert the user if the end date captured is before the start date
VMS010	VTS	Deletion Rights	Users cannot delete documents uploaded in error.	1. system must allow user to delete documents if they upload the wrong document by mistake 2. System must show which user deleted documents, it must log the time and date and name of item that was deleted.
VMS011	VTS	Evolution Integration	Integration process to Evolution where Suppliers are appointed by the OVG	1. system must have Integration process to Evolution where Suppliers are appointed by the OVG
VMS012	VTS	Integration with the	DALRRD is currently building a system for tracking the lifecycle of the claims. There	System must have a two way integration

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		DALRRD system	is a need to build a two way integration between VTS and the new System.	between VTS and the new System.
VMS013	VTS	OVG Website Integration	Integrate with OVG Website for the purpose of bringing in enquiries related to Valuations	System must Integrate with OVG Website for the purpose of bringing in enquiries related to Valuations

5. CONTRACT MANAGEMENT

5.1 The service provider must provide a clear project plan (maintenance plan and schedule) with deliverables and timeframes. The service provider must clearly indicate the service availability times referring to the below OVG Business hours.

Table 12 : Business Hours

Service Level	Business Hours	After Hours
	Monday - Friday 7:30am-4:00pm	Monday – Friday 4:00pm-7:30am AND Saturday 7:30am – Monday 7:30am

5.2 The service provider is expected to make available all the technical consultants onsite per request on two days of the week for the duration of the contract.

5.3 The service provider must clearly indicate the technical consultant for each module and in line with the stated minimum response timeframes prescribed under Table 4 Item 8.

5.4 The service provider must ensure that service is always available. Network issues, Loadshedding, engagements with other clients and any other interruption will not be accepted as reasons for not providing services.

5.5 The service provider must clearly outline the data backup management solution as well as the tool to be utilised. A clear indication of the location of the data centres must be provided as well as the recovery schedule and solution description.

5.6 The service provider must conduct detailed scoping for the system modification requests that have been identified and provide proposals with solution design details, implementation plan and timelines and specific deliverables.

N.B. Failure to deliver or partial delivery of category Part A section 8.1 and section 8.2 of the pricing schedule will result in full payment for the relevant category being withheld. The OVG will only pay upon complete acceptance of the fully delivered requirement.

5.7 The professional services rates provided will be used for requirements that are not known at the time of going to the market but will arise during the course of the contract. Once a requirement has been identified it will be scoped and a request for quotation will be submitted. The quotation will be adhered to the rates provided in the Pricing Schedule.

- The professional services rates will remain fixed for the duration of the contract.
- 5.8 A training plan must be provided for all the users. A skill transfer plan must be provided.
- 5.9 Handover must commence three months prior to the expiry of the contract.
- 6. ENGAGEMENT MODEL FOR PROFESSIONAL SERVICES (AS REFERRED TO ON PART B OF THE SBD 3.3 PRICING SCHEDULE)**
- 6.1 The professional services rates quoted will be used for requirements that are not known at the time of going to the market but will arise during the contract. Once a requirement has been identified it will be scoped and a request for quotation will be submitted.
- 6.2 The quotation must adhere to the rates provided in the Pricing Schedule. The professional services rates quoted will remain fixed for the duration of the contract.
- 6.3 The scope of work for professional services as listed below, is exclusively for ERP project however, the OVG reserves the right to go on a normal tender/RFQ process for any of the professional services listed below should it opt to do so.
- 6.4 The appointed service provider will be required to provide a quote through a request for quotation as and when a need arises, which should be in line with the relevant rate as provided on the attached Part B of the pricing schedule (SBD3.3) to the OVG.
- 6.5 The total amount of the quote will be fixed for the duration of each assignment and be inclusive of VAT, if the service provider is a registered VAT vendor.
- 6.6 The service provider will be required to fully complete and sign the SBD 4 as and when a quotation is submitted
- 6.7 The OVG will not conduct business with service providers whose tax matters are not compliant with SARS and such verification will be conducted as and when quotes are obtained.
- 6.8 Any assignment commenced before the expiry of the main contract term may continue until the end date of the assignment.
- 6.9 The OVG will not be permitted to issue an assignment after the end date of the term of the main agreement
- 6.10 An assignment may only proceed with work associated with a task when an official purchase order is issued to do so.

7 AUTHORISED DELEGATE(S)

- 7.1 The scope of the work may not be amended without the written confirmation of the Valuer-General or a duly delegated official.

8 SERVICE LEVEL AGREEMENT

- 8.1 The appointed service provider will have to enter into a service level agreement with the Office of the Valuer-General.
- 8.2 The appointed service provider must provide monthly service performance reports and participate in the periodic Service Level Performance meetings.

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

Evaluation for mandatory criteria

Evaluation in terms of Functionality

Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022

9.1 MANDATORY REQUIREMENTS

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid.

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

No.	Mandatory Requirement	Substantiating Evidence of Compliance (Used to assess compliance)	Evidence Reference (To be completed by bidder)
8.1.1	<u>Sage Accreditation for</u> the duration of the contract: a) The company must be a Sage accredited Business Partner	Bidders are required to: a) Submit confirmation of Sage Accreditation	Provide unique reference to locate substantiating evidence in the Bid response

8.1. 2	<p><u>The Technical Team Members Support:</u></p> <p>a) Three-year qualification in IT or related field (NQF 6)</p> <p>b) Sage certification for the following modules:</p> <ul style="list-style-type: none"> - Sage People - Sage Evolution - Sage CRM 		Provide unique reference to locate substantiating evidence in the Bid response
8.1. 3	Proof of authority to sign the standard bidding documents on behalf of an Entity	<p>Attach a copy of the relevant resolution by the Board of Directors, Members or Partners, duly signed and dated, authorizing a particular person to sign the standard bidding documents on behalf of an Entity.</p> <p>“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.”</p>	Provide unique reference to locate substantiating evidence in the Bid response
8.1. 4	The Pricing Schedule (SBD 3.3 form) must be fully completed	Bidders are required to complete the PricingSchedule <u>(SBD 3.3) form</u> and submit together with their Bid	Provide unique reference to locate substantiating evidence in the Bid response
8.1. 5	Attendance of the compulsory briefing session.	1. Bidders must attend the compulsory briefing session and complete the attendance register that will be provided.	Online Teams Attendance register, Signed Attendance Register

		2. A demonstration of all the modules in the scope will be carried out during the session.	
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ADMINISTRATIVE REQUIREMENTS

a) Tax Requirements:

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

b) Fully completion of SBD4 (Bidders’ disclosure), SBD 6.1 (Preference Claim)

9.2 EVALUATION IN TERMS OF FUNCTIONALITY

- 7.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 7.2.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 7.2.3 Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 7.2.4 The applicable values that will be utilized when scoring each criterion ranges from: 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ABILITY AND CAPABILITY	Company experience: Experience of the company in providing ERP systems services in Sage customization, Integration, System and Data Migration, maintenance and support as listed on Table 4, The following evidence at minimum must be made available (Reference letter of the previous Projects under the client-company letter head must be attached, or Bid or Contract Award Letter etc.) The supplied evidence must contain detailed scope of the service as it relates to the required scope	30
	Flexibility in customer service Provide a plan which includes service management approach, incident resolution times and response times.	10
TECHNICAL TEAM EXPERIENCE	Please attach comprehensive personnel CVs with skill(s), experience, qualification(s) relating to ERP systems to substantiate Points. CVs must clearly indicate start and end dates (or duration) for each relevant position, and clearly outline the responsibilities	

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM FOR A PERIOD OF 36 MONTHS

Sage CRM	Must have 5 or more years_of experience	40
Sage Evolution	Must have 5 or more years of experience	
Sage People	Must have 5 or more years_of experience	
AMS360	Must have 5 or more years_of experience	
BPM and 4Flow for Sage	Must have 5 or more years_of experience	
TECHNICAL APPROACH & METHODOLOGY	<p>The proposals must contain the details of the proposed approach to be adopted in order to deliver the service in accordance with the TOR.</p> <p>The approach should be comprehensive including maintenance and support plan aswell as proposed work schedule, duty sheet/ work plan withclear deliverables and timeframes for each task to be completed.</p>	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company Experience	1 similar contract currently being undertaken or successfully completed.	2 similar contracts currently being undertaken or successfully completed.	3 similar contracts currently being undertaken or successfully completed.	4 similar contracts currently being undertaken or successfully completed.	Over 4 similar contracts are currently being undertaken or successfully completed. five years
Flexibility in Customer Service	No Plan or irrelevant	Plan that only addresses turnaround time over 8 hours.	Plan indicating turnaround time of 8hours	Plan indicating turnaround time of less than 6 hours	Plan indicating turnaround time of 4 hours or less and any other interventions.
Sage CRM Technical Consultant	0 – 2 years of work experience in CRM Technical support	3 – 4 years of work experience in CRM Technical support	5-7 years of work experience in CRM Technical support	8-10 years of work experience in CRM Technical support	More than 10 years of work experience in CRM Technical support

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR MAINTANANCE AND SUPPORT OF THE ERP SYSTEM FOR A PERIOD OF 36 MONTHS

Sage Evolution Technical Consultant	0 – 2 years of work experience in Evolution Technical support	3 – 4 years of work experience in Evolution Technical support	5 -7 years of work experience in Evolution Technical support	8-10 years of work experience in Evolution Technical support	More than 10 years of work experience in Evolution Technical support
Sage People Technical Consultant	0 - 2 years of work experience in People Technical support	3 - 4 years of work experience in People Technical support	5 - 7 years of work experience in People Technical support	8-10 years of work experience in People Technical support	More than 10 years of work experience in People Technical support
AMS360 Technical Consultant	0 - 2 years of work experience in AMS360 Technical support	3 - 4 years of work experience in AMS360 Technical support	5 -7 years of work experience in AMS360 Technical support	8 -10 years of work experience in AMS360 Technical support	More than 10 years of work experience in AMS360 Technical support
BPM for Sage Technical Consultant	0 -2 years of work experience in BPM Technical support	3 - 4 years of work experience in BPM Technical support	5 -7 years of work experience in BPM Technical support	8 -10 years of work experience in BPM Technical support	More than years of work experience in BPM Technical support
Methodology	No Plan or irrelevant plan	Plan that only partially addresses the scope of work.	Plan indicating scope of work, proposed work schedule/ duty sheet.	Plan indicating scope of work, proposed work schedule/ duty sheet/ work plan provided with clear deliverables.	Detailed Plan indicating scope of work, proposed work schedule/ duty sheet/ work plan provided with clear deliverables and timeframes for each task to be completed

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

9.3 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)

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

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

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

Where-

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

P_{min} = Price of lowest acceptable tender.

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

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

- 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.

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

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

Where

NEP = Points awarded for equity ownership by an HDI

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

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

- l) Equity claims for a Trust may only be allowed in respect of those people who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- m) Documentation to substantiate the validity of the credentials of the trustees must be submitted.

- n) 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.
- o) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- p) 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.
- q) 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.

9.4 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.

10 REQUIREMENT FOR SUBMISSION OF THE PROPOSAL

- 10.1 Design a suitable methodology to undertake the assignment.
- 10.2 Submit a company profile that highlights capabilities relevant to ERP systems maintenance and support.
- 10.3 Demonstrate appropriate knowledge and experience in carrying out services of similar nature.
- 10.4 Attach full Curriculum Vitae of all the team members who are qualified and experienced in ERP systems maintenance and support.
- 10.5 Provide a Project Plan that outlines the Project life cycle.
- 10.6 Submit three recent references from organizations of which services of a similar magnitude have been successfully completed.
- 10.7 Bidders are advised to take note of the specified scope which will serve as a minimum performance matrix once the contract has been awarded. No changes to the scope will be entertained in the event that the Bidder did not cost the services accordingly.

9 TRAINING

- 9.1 Certificate of competency must be issued after training.
- 9.2 The service provider must provide information on the training to be offered and the duration of 94

- 9.3 Service providers must clearly specify the training schedule and infrastructure required for imparting such training.
- 9.4 The OVG will require training to be given to separate groups of officials handling operational or technical activities. Technical training must be given to the technical team comprising technical staff.
- 9.5 The service provider must come on site for all high-level maintenance as well as where OVG employees cannot handle any basic to medium level maintenance.
- 9.6 The service provider must provide training documents and relevant handouts.

10. SECURITY AND CONFIDENTIALITY OF INFORMATION

- 10.1 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the OVG, except where duly authorized to do so in writing by the OVG.
- 10.2 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in OVG.
- 10.3 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party or owner without the prior written consent of OVG.
- 10.4 The successful Bidders must undertake to disclose information relating to the contract only in terms of agreement entered into and only to the parties stipulated in the contract, both during the contract period and subsequently. Information may only be disclosed to outside sources with prior written approval from the OVG.

11. MANAGEMENT OF THE PROJECT

- 11.1 The OVG will manage the project through the OVG PMO Framework. The responsible officials will manage implementation and monitoring of the service provider. The OVG assumes total accountability, and therefore authorizes all expenditure for the project. All such expenses should be documented by the OVG.
- 11.2 Project Lead should issue a completion/acceptance certificate for all deliverables.

12. TERMS AND CONDITIONS OF THE PROPOSAL

- 12.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the OVG Supply Chain Management Policy and the General Conditions of Contract as published by the National Treasury.

- 12.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this bid will result in disqualification.
- 12.3 Any shortcoming in these terms of reference must be identified by the service provider prior to the awarding of a contract. Any shortcomings identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 12.4 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, OVG may cancel the contract within one month's notice.
- 12.5 The pricing must be fixed for the duration of the contract.
- 12.6 The company and its employees will be subjected to positive security vetting and screening.

12.7 The Office of the Valuer-General shall:

- 12.7.1 Conduct business in a courteous and professional manner with the Service Provider.
- 12.7.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 12.7.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- 12.7.4 The OVG will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These TOR terms and Conditions will also form part of the contract.

14. REQUEST FOR FURTHER INFORMATION

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

Technical Enquiries

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

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Mr. Kabelo Moatshe	078 422 2429 Kabelo.Moatshe@ovg.org.za

For supply chain management enquiries, please contact:

Mr. Gobusamang Ishmael Sekwale/ Ms. K Seatlholo

[Gobusamang.Sekwale@ovg.org.za/](mailto:Gobusamang.Sekwale@ovg.org.za)

Kehilwe.seatlholo@ovg.org.za

Tel: 060 535 5769/ 071 604 0399

FORM A

AS PER MANDATORY REQUIREMENTS INDICATED ABOVE, PLEASE INDICATE YOUR PROPOSEDPROJECT TEAM MEMBERS BY LISTING THEIR NAMES ON THE TABLE BELOW FOR THE EVALUATION COMMITTEE TO EASILY IDENTIFY WHICH KEY PERSONNEL TO EVALUATE:

THE TECHNICAL TEAM MEMBERS		
Name of the Sage CRM Technical Consultant	Sage Certification	Years of working experience
1.		
Name of the Sage Evolution Technical Consultant	Sage Certification	Years of working experience
1.		
Name of the Sage People Technical Consultant	Sage Certification	Years of working experience
1.		
Name of the AMS360 Technical Consultant	Years of working experience	
1.		
Name of the BPM Technical Consultant	Years of working experience	
1.		

**ANNEXURE I
MEMO TEMPLATE**

MEMORANDUM

SUBJECT: APPROVAL FOR THE APPOINTMENT OF MEMBERS OF THE BID SPECIFICATION AND EVALUATION COMMITTEE IN RESPECT OF THE BID: BID NAME HERE

SENIOR MANAGER: SUPPLY CHAIN AND PROCUREMENT

1. PURPOSE

1.1 To request the Senior Manager: Supply Chain and Procurement (SM: SC and Procurement) to grant approval, in accordance with the approved Supply Chain Management (SCM) Delegations, Item 2.2.1, of the Office of the Valuer-General, the appointment of the below nominees to serve on the Bid Specification and Evaluation Committee, in respect of the aforementioned Bid.

2. BACKGROUND AND DISCUSSION

2.1. Background Here

2.4. The following officials have been nominated

No.	Name	Position	Role in the BEC
			Chairperson
			Member

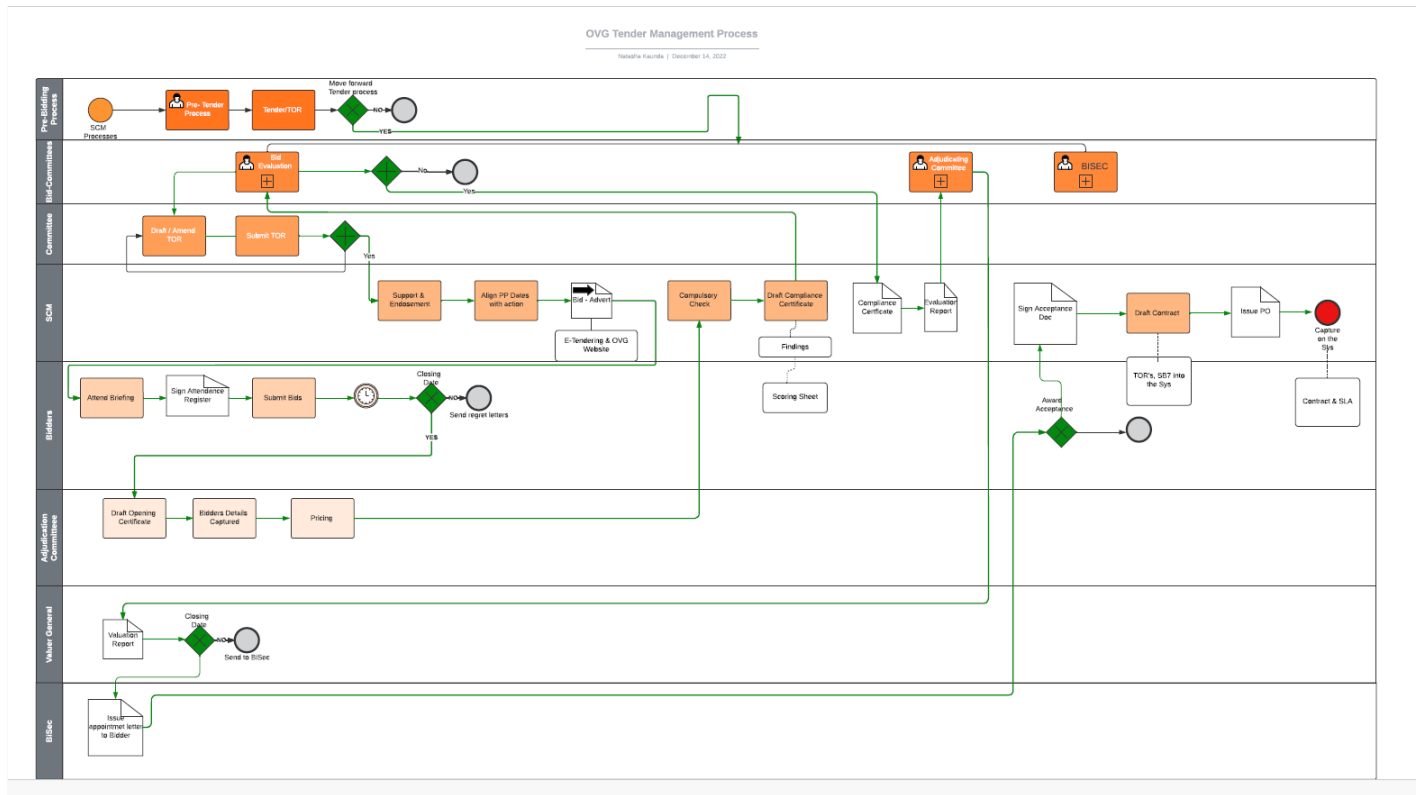
3. POWERS OF APPROVAL

3.1

4. FINANCIAL IMPLICATION

4.1 It is estimated that the appointment of a Service Provider to provide the required services including the renewal of software licences will be R18 000 000.00.

ANNEXURE II AS-IS OVG TENDER MANAGEMENT PROCESS



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
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13. Incidental services
14. Spare parts
15. Warranty
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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.