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**JOE GQABI ECONOMIC DEVELOPMENT AGENCY**

**No. 27 Dan Pienaar Ave,**

**Aliwal North 9750**

**Tel - 051 023 0600**

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**EXPRESSION OF INTEREST: PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD  
OF 3 YEARS BID No.: JoGEDA/SCM/07/2023/24**

<b>Bid Description</b>	<b>Expression Of Interest: Panel Of Professional Service Providers For A Period Of 3 Years</b>
<b>Bid Number</b>	<b>JoGEDA/SCM/07/2023/24</b>
<b>Name of Bidder</b>	
<b>Trading Name</b>	
<b>Discipline Bidding For</b>	
<b>Tax Number</b>	
<b>CSD Registration Number</b>	
<b>SARS Pin</b>	
<b>Briefing session details</b>	<b>Non-compulsory briefing session will be virtually held on 26 February 2024 @11H00 via the link <a href="#">Click here to join the meeting</a> Meeting ID: 394 636 185 664 Passcode: joDod9</b>
<b>Closing Date</b>	<b>20 March 2024</b>
<b>Closing Time</b>	<b>11H00</b>
<b>Bid Validity Period</b>	<b>120 Days</b>
<b>Tender Box Address</b>	<b>JoGEDA No. 27 Dan Pienaar Avenue Aliwal North 9750</b>



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## PART 1

MBD 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	JOGEDA/SCM/07/2023/24	CLOSING DATE	20 March 2024	CLOSING TIME:	11AM
DESCRIPTION	EXPRESSION OF INTEREST PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF 3 YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT  
(STREET ADDRESS)

No 27 Dan Pienaar Avenue					
Springs; Aliwal North					
9750					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF ANSWER YES, PARTB:3 ]	
TOTAL NUMBER OF ITEMS OFFERED	N/A		TOTAL BID PRICE	R N/A	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					
DEPARTMENT	SUPPLY CHAIN MANAGEMENT UNIT				
CONTACT PERSON	NOMKULULI GOXO				
TELEPHONE NUMBER	051 023 0600				
E-MAIL ADDRESS	<a href="mailto:scmjogeda@jogeda.co.za">scmjogeda@jogeda.co.za</a>				

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"><tr><td style="width: 60%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="width: 40%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr></table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
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3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



## **TENDER NOTICE AND INVITATION TO TENDER**

### **EXPRESSION OF INTEREST: PANEL OF PROFESSIONAL SERVICE PROVIDERS**

#### **FOR A PERIOD OF 3 YEARS: BID No.:JoGEDA/SCM/07/2023/24**

Joe Gqabi Economic Development Agency (JoGEDA), a Municipal Entity of the Joe Gqabi District Municipality (JGDM), hereby invites suitably qualified and experienced professional services providers (PSP) to form part of the panel of accredited professional service providers the agency is establishing. All service providers who are a part of the existing panel are required not to reapply.

The EOI calls for Panel of suitably qualified and experienced Professional Service Providers (PSP) for rendering multi-disciplinary services pertaining to : Architects, Civil Engineers, Mechanical Engineers, Electrical Engineers, Structural Engineers, Town Planners, Quantity Surveyors, Land Surveyors, Landscape Architects, Traffic Engineers, Information And Communication Technologies, Environmentalists, Health and Safety Practitioners, Social Facilitation/Public Participation Practitioners, Chemical Engineers, Geotechnical engineers, Geohydrology service, Project Management, Property valuers, Property Developers, Market Researchers, Economists, Agricultural Consultants, Internal Auditors, Accountants, Labour law specialists, Media and Communication Consultants, Capital Raising and Investment Promotion Specialist, Transaction Advisor, Tourism And Heritage Consultants, etc. JoGEDA is therefore calling for the expression of interest from Professional Service Providers who can be registered into the JoGEDA Panel for a period of 3 years according to the following details:

Note that as part of the evaluation process: Only PSP professionally registered with their respective affiliations will be accepted, where applicable.

Expression of Interest documents will be available from the [www.etenders.gov.za](http://www.etenders.gov.za) and the Joe Gqabi Economic Development Agency website [www.jogeda.co.za](http://www.jogeda.co.za)

Non-compulsory briefing session will be held at online on **26 March 2024** at **11AM** using the link attached [Click here to join the meeting](#). Meeting ID: 394 636 185 664 Passcode: joDod9 . Service providers are encouraged to submit written queries, on a company letterhead (to the following email address: [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za)). The queries shall be responded to within 5 working days. Queries received after the **14 March 2024** shall not be responded to.

Completed Expression of Interest documents must be placed in a sealed envelope clearly marked “**EXPRESSION OF INTEREST: PANEL OF PROFESSIONAL SERVICE PROVIDERS – BID NO.:JOGEDA/SCM/07/2023/24**”. These must be deposited in the Tender Box of Joe Gqabi Economic Development Agency, situated at No 27 Dan Pienaar, Springs, Aliwal North, 9750 not later than **11AM** on **20 March 2024**.

The bids are subject to the Preferential Procurement Policy Framework Act, 2000, the Preferential Procurement Regulations 2022, as well as the Joe Gqabi Economic Development Agency's Supply Chain Management Policy but since this is an expression of interest, no pricing is required at this stage and therefore pricing will not be used in the evaluation. Expression of interest will be evaluated on the functionality criteria and EOI's that scores less than 75 out of 100 points will be considered non-responsive.

A stylized, handwritten signature in black ink, consisting of a large, sweeping loop followed by several sharp, downward strokes.

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**SEEISO TLALI**  
**CHIEF EXECUTIVE OFFICE**

## **PART 2**

### **BID CONDITIONS**

The Joe Gqabi District Municipality's Supply Chain Management Policy as well as the following conditions shall apply:

- Canvassing of JoGEDA staff will automatically disqualify any tender.
- The tender must be bound and include own documents and all SCM documents and the tender advertisement.
- A Tax Compliance Status (TCS) Pin to be provided on cover page or the tender will not be considered.
- Central Supplier Database (CSD) registration number to be provided on cover page. On appointment, the bidders CSD and professional registration must be valid.
- All prices must include VAT.
- The municipal rates and taxes or municipal charges owed by the preferred bidder, to the municipality or to any other municipality, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing from the local municipality. If a municipal account is not available, a copy of the lease contract with a confirmation letter from the owner of the property that confirms in writing that the rental is paid up to date, or a letter from Revenue Office of your Local Municipality which states that the a Bidder does not pay rates and taxes and must indicate Bidders name, CIPC No. and address. Documentation for both companies is required, in case of a JV.
- JoGEDA does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole or part of any bid.
- No faxed documents will be accepted. It is the responsibility of the Bidder to ensure that tenders sent via courier is placed in the Tender Box before the advertised closing date and time.
- An original B-BBEE Verification Certificate, certified copy or affidavit as per the regulations must be submitted with the bid.
- Bids which are late, incomplete and unsigned will not be accepted including couriered documents.
- Bids to be completed in ink.
- JoGEDA reserves the right to request minor documents from responsive bidders which will not have an impact on the final award of the tender.

The municipality entity reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The municipality entity does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.



**PART 4**  
**TERMS OF REFERENCE / INDICATIVE SCOPE OF WORK**

**1. PROJECT BRIEF**

- 1.1. The Joe Gqabi Economic Development Agency (JoGEDA), a Municipal Entity of the Joe Gqabi District Municipality (JGDM), hereby invites suitably qualified and experienced professional services providers (PSP) to form part of the panel of accredited professional service providers the agency is establishing.
- 1.2. This invitation is directed at the envisaged panel to consist of (PSP's) for rendering multi- disciplinary services as indicated in Annexure A. JoGEDA is therefore calling for the expression of interest from Professional Service Providers who can be registered into the JoGEDA Panel for a period of 3 years.

**2. BACKGROUND**

- 2.1. The objectives of this Invitation is to establish a panel of accredited professional service providers desirous of being considered in relation to any procurement processes to be followed by the JoGEDA relative to any services which may be required by the JoGEDA in the field/s of expertise of such accredited professional service providers.
- 2.2. The panel will be established for a period of three years (36 Months) and the required services will be sought from the panel subject to the Supply Chain Management Policy of JoGEDA and Paragraph 5.18 below.

**3. PURPOSE OF THE DOCUMENT**

The Joe Gqabi Economic Development Agency is in the process of establishing the Panel of Professional Service Providers which will be convened for a period of 3 years for achieving to mention few the following objectives:

- Conducting feasibility studies, pre-planning, detailed planning, formulation of Business Plans, Market Research;
- Development of infrastructural designs, specification, technical documentation,etc
- Conducting environmental and land surveying services, Health and Safety Services, Projects Management services, Agricultural Consultancy, Audit Services,etc;
- Assist JoGEDA with activities related to planning, implementation, monitoring and evaluation;

- Improve budget management and spending, project and programme implementation;
- Conducting of Social Facilitation Services and Public Participation services;
- Internal Auditing and accounting services, Capital raising, funding application, Market research, etc;
- Engineering services such as hydrology, civil engineering, Architects, etc;
- Property valuation and property development projects;
- Urban and Regional planning – Rural and Small town revitalisation.

#### **4. SPECIFICATION AND REQUIREMENTS**

EOI has the following requirements in order to address the above objectives of this tender:

- 4.1. A Professional Service Provider may only express interest and/or be selected for a maximum of two (2) different professional disciplines;**
- 4.2.** Each Bidder must submit proof of its registration with the relevant professional body, where applicable for all the various disciplines which the bidder wishes to apply for.
- 4.3.** Each Bidder shall complete and submit all Annexure (s) and annexure “A” indicates which discipline/s the Bidder wishes to apply for. Failure to submit such Annexure “A” shall render a Proposal null and void.
- 4.4.** Will be able to deliver on their obligation in respect of professional service provider by JoGEDA as per the scope that will be determined;
- 4.5.** Will have the necessary capacity, skills and experience to perform quality work, partner or director should at least have an NQF level 7 qualification and be certified professional by an association certified by council.
- 4.6.** Knowledge and expertise in discipline mention under annexure A. The professional must possess skills that are required to execute his/her obligation exceptionally.
- 4.7.** The bidder must provide details of the professional team including years of experience, assignment in which the member will be involved, for each Curriculum Vitae attached.
- 4.8.** Each Bidder should submit proof that it is registered on the National Treasury Central Supplier Database.
- 4.9.** Each Bidder should submit a SARS Tax Clearance Certificate issued in respect of Good Standing.
- 4.10.** Certified ID copies of owners/Directors/ Key decision Makers;
- 4.11.** The following information must be provided:
  - i. Managerial and Staffing composition.
  - ii. Company profile which includes company registration documents
- 4.12.** Provide certified copy as proof of registration with South African Professions Council or acknowledge bodies;
- 4.13.** Panel members will be appointed for a period of thirty six (36) months;
- 4.14.** Professional service providers registered on JoGEDA panel will be required to sign a Service Level Agreement (SLA) as when allocated a specific project.
- 4.15.** Applications to be signed by an agent or consortium/joint venture member must be accompanied by a

duly authorized power of attorney/resolution and those signed on behalf of a Company, Close Corporation or Trust, must be accompanied by a certified extract of the Company's, Close Corporation's or Trust's minutes in terms of which such signature is authorized.

- 4.16.** Details of the geographic location of the Bidder's practice. PSP's who are located within the Joe Gqabi District will have more selection advantage more than those who are located in other parts of the country (as detailed in the Functionality Criteria Section);
- 4.17.** JoGEDA requires a panel of experienced PSP's hence the selection criteria will favor those who will submit copies of relevant projects completion certificates or stamped reference letters;
- 4.18.** Professional Service Providers should submit a Professional Indemnity Insurance cover.
- 4.19.** Details of technical professional services provided by the Bidder to any organ of state in the last five (5) years.
- 4.20.** A detailed company profile, curriculum vitae(s) of all professional(s) of the Bidder, including full details of qualifications, relevant experience in a technical field(s) and traceable project references, with project values.

## **5. TERMS AND CONDITIONS OF APPOINTMENT, COMMENCEMENT AND DURATION**

- 5.1. The Joe Gqabi Development Economic Agency reserves the right not to make any appointment from the bidders.
- 5.2. Joe Gqabi Development Economic Agency reserves the right to cancel this EOI and pursue an alternative course of action at any time without incurring any liability towards any bidder.
- 5.3. Bidders are advised that their submissions will not automatically give rise to any contractual obligations on the part of JoGEDA.
- 5.4. EOI submitted by electronic transmission or faxed will not be accepted.
- 5.5. Late and incomplete applications will not be accepted.
- 5.6. Receipt by the JoGEDA of the Bidder's response shall not in any manner whatsoever oblige the JoGEDA to enter into any negotiations or to enter into any contract with the Bidder.
- 5.7. A compliant Central Supplier Database registration report must be submitted or alternatively produce CSD number.
- 5.8. Service providers' Tax obligations must be in good standing and a valid Tax Clearance Certificate, issued by the South African Revenue Services or another proof document SARS which will be verified by JoGEDA may be submitted. Only bidders whose tax matters are in good standing will be considered.
- 5.9. Applications must be submitted with the proof of address in the form of letter of good standing or latest statement of account for rates/ taxes and services issued by the relevant municipality. Municipal account not later than 90 days or municipal clearance certificate or lease agreement and sworn affidavit or proof of address and affidavit from village residents only.
- 5.10. Bidders received after the specified Closing time and date, will not be considered and accepted.
- 5.11. No services shall be rendered before an official JoGEDA letter of appointment has been offered and accepted.

5.12. The JoGEDA may request written clarification or further information regarding any aspect of documents submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their applications may be disqualified.

5.13. Any Bidder:

- a. having a conflict of interest in respect of the transaction for which the response is submitted or in the Service of the State; and/or
- b. having been convicted for fraud or corruption within a five year period prior to the submission of its response; and/or
- c. who has wilfully neglected, reneged on or has failed to comply with a government or local government contract within a five year period of the submission of its response; and/or
- d. has outstanding tax obligations to the South African Revenue Services in respect of which arrangements have not been made; and/or
- e. is in arrear in respect of charges payable to the JGDM in terms of Section 118 of the Municipal Systems Act and has failed to make suitable arrangements to settle such arrears; will be disqualified.

5.14. Any costs and/or expenses incurred by any Bidder in submitting its response shall be for the exclusive account of the Bidder and that JoGEDA shall not be liable in this respect whatsoever.

5.15. The bidder acknowledges and agrees that it shall have no claim or claims whatsoever against the JoGEDA , including claims for damages whether direct, indirect or consequential, arising from and/or pursuant to and/or in relation to the submission by the Bidder of its response pursuant to the bidder having been invited to submit same in terms of this documentation.

5.16. The JoGEDA shall be entitled to list a Bidder as an accredited professional service provider in respect of the discipline/s applied for and to maintain such listing for as long as the Bidder complies with the pre-qualification criteria herein contained.

5.17. The Bidder acknowledges that this invitation for it to submit a response to JoGEDA as constituted by this document, does not confer on the Bidder any legal right or entitlement or legitimate expectation in relation to the JoGEDA and the Bidder acknowledges that this invitation similarly does not impose or create any obligation on the JoGEDA to be discharged in favour of the Bidder.

5.18. JoGEDA, notwithstanding this invitation and the appointment of any Bidders to any of the panels, reserves the right to follow a separate and complete competitive bidding process in respect of the procurement of any goods or services, notwithstanding that such goods and/or services may be supplied or available from Bidders appointed to any panel.

5.19. Bidders should note that inclusion into this panel list in no way guarantees the award of work by the JoGEDA.

- **N.B: Completion of the returnable relevant MBD forms is mandatory and failure to do so will render the EOI application invalid. These forms must be completed in full on the original and must be signed.**

## **6. EXPRESSION OF INTEREST AND PROJECT ALLOCATION**

- 6.1. Bidders are required to express interest to be in the JoGEDA panel of professional service providers by submitting their EOI in terms of their expertise in line with their disciplines under annexure A.
- 6.2. Once the panel or list of service providers has been approved, only the successful applicants are approached depending, on the circumstances either by obtaining quotations on a rotation bases or according to the bid procedure when services are required with the exception that the requirement is not advertised again.
- 6.3. Bidders who are already on the panel should not apply.
- 6.4. JoGEDA has a right to limit and; or revise the work allocated to each PSP from time to time based on the demand and priorities by JoGEDA at that time.

## **7. SELECTION EVALUATION CRITERIA**

- 7.1. Bids will only be evaluated on the following criteria and bids that score less than **75out of 100 points** will be considered as not responsive: Only those bidders that pass the minimum threshold of 75 points will be appointed to the panel/database of service providers for a period of 36 months.
- 7.2. Upon registration of bids that meet the functionality minimum threshold, service providers on the panel will be invited to quote as when required, at which point the B-BBEE status and price points will be evaluated.
- 7.3. All valid EOI applications received shall be evaluated based on the following evaluation criteria and weight:

## ANNEXURE A

### PROFESSIONAL SERVICE PROVIDERS: DISCIPLINES

**NB: Only a maximum of two (2) professional disciplines may be selected.**

NO.	PSP DISCIPLINE	REGISTRATION	SELECTION
1.	Civil Engineering Services	ECSA	
2.	Structural Engineering Services	ECSA	
3.	Mechanical Engineering Services	ECSA	
4.	Electrical Engineering Services	ECSA	
5.	Chemical Engineering Services	ECSA	
6.	Town Planning Services	SACPLAN	
7.	Architectural Services	SACAP	
8.	Quantity Surveying Services	SACQSP	
9.	Land Surveying Services	SAGC	
10.	Environmental Services	EAPASA, HPCSA	
11.	Occupational Health and Safety Services	SACPCMP	
12.	Social Facilitation Services	SACSSP	
13.	Agricultural Consultancy Services	SASAE/SACNASP	
14.	Geotechnical Engineering Services	SAGC	
15.	Training and Skills Development Services (Governance, Project management, Health & Safety, Quality Management System, CPMD)	ASDSA	
16.	Landscape Architectural Services	SACLAP	
17.	Geohydrology Services	SACNASP/ECSA	
18.	Project Management Services	SACPCMP	
19.	Internal Auditing Services	IIASA	
20.	Legal Services (Labour Law Specialists, Litigation, etc)	LAW SOCIETY	
21.	Capital raising and Investment Promotion specialists	None	
22.	Transaction Advisors	None	
23.	Property Valuers	SACPVP	
24.	Property Developers	SAPOA	
25.	Accounting Services Consultants	SAIPA, SAICA	
26.	Media and Communication Consultants	SACIA, ACASA, ASASA	
27.	Tourism and Heritage Consultants	SATSA	
28.	Travel Agency Services	ASATA	
29.	Recruitment Services	SABPP	
30.	Tax Advisory Consultants	SAIT	
31.	ICT Services	None	

**NB: ONLY A MAXIMUM OF TWO (2) PROFESSIONAL DISCIPLINES MAY BE SELECTED.**

**7.3.1 Functionality pre-evaluation criteria:**

RESPONSIVE CRITERIA DESCRIPTION	EVIDENCE	SCORES
<p><b>Experience of the business entity:</b></p> <p>Points will be allocated based on (<b>Refer to Annexure F</b>) successfully completed projects upon provision of proof documents such as Projects completion Certificates and written signed references letters with clear completed projects details relevant service/discipline applied for by bidder:</p> <ul style="list-style-type: none"> <li>• 3 or more completed relevant projects = 50 points</li> <li>• 2 completed relevant projects = 40 points</li> <li>• 1 completed relevant project = 30points</li> <li>• 0 completed relevant project = 0 points</li> </ul>	<p>Completion certificate and stamped reference letters and signed</p>	<p><b>50 points</b></p>
<p><b>Expertise of entity resources:</b></p> <p>Points will be allocated based on the submission of Shareholder/Director's <b>detailed cv &amp; qualifications</b>. The scoring of the relevant experience related to the service/discipline applied for by bidder Note: Experience is not post registration. Detailed in Table 1 to 2 under (<b>Refer to Annexure G &amp; N</b>).</p> <p><b>Experience of key staff:</b></p> <ul style="list-style-type: none"> <li>• Relevant experience longer than 10 years= 30 points</li> <li>• Relevant experience between 6 and 9 years = 20 points</li> <li>• Relevant experience with minimum 5 years = 10 points</li> </ul> <p><b>Director's Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Degree and professional registration=20 points</li> <li>• Diploma and professional registration= 15 points</li> </ul>	<p>Attach 3 page CV and certified qualifications</p>	<p><b>50 points</b></p>
<b>TOTAL MAXIMUM NUMBER OF POINTS:</b>		<b>100 POINTS</b>

Service providers must provide sufficient proof/documents to justify awarding the points above and bidders are therefore requested to furnish us with detailed information in substantiation of compliance to evaluate criteria mentioned above.

**FIRM'S EXPERIENCE**

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past 5 years. In support bidders are to complete the "Project Experience" schedule below and attach thereto Completion Certificates or Reference letters (Stamped by client).

Criteria	Contract description	Value of Contract	Contract Period	References	
				Client	Contact person and Number
<b>Relevant professional services contracts to be listed.</b>  <i>(Bidder to issue project completion certificate or letter of confirmation of services contract completion from client/ employer)</i>	1.				
	2.				
	3.				

.....  
**Signature of the Bidder**

.....  
**Date**



# **HUMAN RESOURCES EXPERTISE - KEY PERSONNEL ASSIGNED TO THE PANEL**

- Human resources' CV's and supporting documents (i.e. certified copies of qualifications / professional registration documents) must be attached to this schedule. The Bidder shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.
- The table of resources expertise must also be completed. Please make copy if need to add more.

Criteria	Full Name	Role / Designation	Other			
			Qualification	Professional Registration	Years of Experience	Is CV and Proof of Qualifications/ Professional registration attached?
Relevant Human Resources qualifications& professional registration						

.....  
Signature of Bidder

.....  
Date

## EXPERIENCE OF PROJECT TEAM AND DELIVERABLES

### PROJECT TEAM CVS

The experience of each key person, relevant to the scope of work, will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), in the specific sector, field, subject, etc. which is directly linked to the scope of work;
- 2) Qualifications in the relevant field or sector; and
- 3) Professional registration with a professional body in the specific sector, field, subject, etc., which is directly linked to the scope of work.

A CV of each key person of **not more than three (3) pages** should be attached to this schedule.

Each CV should be structured under the following headings:

1 Personal particulars

- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, certificates, grades of membership of professional societies and professional registrations)

- Name of current employer and position in enterprise
- Overview of post graduate / diploma experience (year, organization and position)
- Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of director(s) will be as follows as detailed in Table 1 to 2 below.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**(CV's, certified copies of qualifications and professional registration of the above personnel to be attached here)**

Points are allocated for professional qualifications, professional registration and experience of allocated key personnel for the panel under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and professional registration.

Evaluation points will be awarded in terms of the following tables:

**Table 1.** Qualifications of Proposed Resources – Qualification must be relevant to discipline bidder is bidding for.:

**Table 1 - Evaluation sub-criteria: Qualifications of proposed resources (10 points)**

Name of Director(s)	Qualification (10 points)	
	Degree/ Btech (NQF 7)	Diploma (NQF 6)
1.	20	10
<b>Subtotal number of Points</b>	<b>20</b>	<b>10</b>

**Table 2.** Experience of Proposed Resources

**Table 2 – Evaluation sub-criteria: Experience of director (30 points)**

Name of Director(s)	Experience of director (20 points)		
	Between Min 5 Years	Between 6 - 9 Years	10 Years and above
	10	20	30
<b>Subtotal number of points</b>	<b>10</b>	<b>20</b>	<b>30</b>

# CURRICULUM VITAE FORMAT OF KEY PERSONNEL

<b>Name:</b>	<b>DOB:</b>
<b>Designation:</b>	<b>Nationality:</b>
<b>Qualifications: (Attach copies of qualifications):</b>	
<b>Professional Registration Number (If Applicable):</b>	
<b>Current Position in the firm:</b>	
<b>Employment/Director Record:</b>	
<b>Reference for the above:</b>	
<b>Experience Pertinent to required service:</b>	
<b>Education History:</b>	

**Certification:**

I the undersigned certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. NB. All CV's must be signed by relevant personnel.

Signature of person named.....Date:.....

**Mandatory Returnable's:**

**THE FOLLOWING ITEMS MUST BE INCLUDED IN THE EOI/BID SUBMISSION. Failure to include these items will result in the tender being rejected.**

No.	Item/description	Yes/No
1.	Invitation to Bid (MBD 1)	
2	Valid Tax clearance certificate (SARS PIN) (MBD 2 )	
3.	Declaration of Interest (MBD 4 )	
4.	Preference Points Claim Forms completed and signed – MBD 6.1	
5.	Past Supply Chain Practices (MBD 8)	
6.	Certificate of Independent Bid Declaration (MBD 9)	
7.	Professional Indemnity	
8.	Authority to sign a bid	
9.	*General Condition of Contracts	
10.	*Terms of references	
11.	*Certified copy of BEE Certificate or affidavit	
12.	POPIA Compliance	
13.	Joint Venture agreement (if applicable)	
14.	Company Registration documents & Directors ID documents	
15.	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.	
16.	Professional Registration Certificate of Director(s)	
17.	PSP Resource CV's & Supporting documents	

**Special conditions:**

1. Directors must be the ones who are professionally registered in their firms.

**8. CONTACT PERSON - SUPPLY CHAIN MANAGEMENT ENQUIRIES**

For any supply chain management related queries kindly contact the contacted person below during office hours (08h00-16h30).

**Contact:**

Details	Bid Enquiry
Department	Joe Gqabi Economic Development Agency
Contact person	<u>Nomkululi Goxo</u>
E-mail address	<a href="mailto:scmjogeda@jogeda.co.za">scmjogeda@jogeda.co.za</a>

**9. GENERAL CONDITIONS OF A CONTRACT (GCC)**

General conditions of a contract will apply in this bid. A copy of the GCC is attached for ease of reference. All pages must be initialed.

**10. RECEIPT, CLOSING DATE AND OPENING OF THE BID PROPOSALS**

Completed bid documents must be placed in a sealed envelope clearly marked “**EXPRESSION OF INTEREST: PANEL OF PROFESSIONAL SERVICE PROVIDERS: BID NO.: JOGEDA/SCM/07/2023/24**”. These must be deposited in the Tender Box of Joe Gqabi Economic Development Agency, situated inside the front Office, at No 27 Dan Pienaar ,Aliwal North ,9750 , not later than 11AM on **20 March 2024**

**11. VALIDITY PERIOD**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (120) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

**PART 5**

**ANNEXURE A-R**

**FAILURE TO COMPLETE ALL RELEVANT FORMS WILL LEAD TO YOUR BID BEING REJECTED**

## ANNEXURE A

### POPIA COMPLIANCE

#### CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 40F 2013 (POPIA), FOR STAKEHOLDERS EXTERNAL TO THE JOGEDA

##### 1. INTRODUCTION

The Protection of Personal Information Act, 4 of 2013, (POPIA) regulates and controls the collection, storage, use, transfer, and processing of a person's (in some instances a juristic person's) Personal Information. ***In terms of the POPI Act, the Joe Gqabi Economic Development Agency (JOGEDA) has a legal duty to process a person's Personal Information in a lawful, legitimate and responsible manner.***

The JOGEDA does and will from time-to-time process Personal Information. In terms of POPIA all persons, including any JOGEDA employee and/or partner who collects, manages, processes, transfers, stores and/or retains such Personal Information, whether held under a document, recording or in any other format, has a responsibility to process such information in accordance with the provisions under POPIA.

In order to discharge this duty, the JOGEDA as the responsible party requires your express and informed permission to process your Personal Information for the purpose of procurement activities.

##### 2. DEFINITIONS

Take note of the following definitions which will be used throughout this document, and which are used in the POPIA.

**"biometrics"** means a technique of personal identification that is based on physical, physiological, or behavioral characterization including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;

**"child"** means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him-or herself;

**"competent person"** means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child;

**consent"** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information;

**"data subject"** means the person to whom Personal Information relates;

**"operator"** means a person who processes Personal Information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;

**"person"** means a natural person or a juristic person;



**"Personal Information"** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
- (d) the biometric information of the person;
- (e) the personal opinions, views, or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

**"processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including—

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

**"record"** means any recorded information—

- (a) regardless of form or medium, including any of the following:

information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;

- (i) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;

- (ii) of, map, plan, graph or drawing

(iii) photograph, film, negative, tape or other device in which one or more visual images are embodied so

as to be capable, with or without the aid of some other equipment, of being reproduced;

(b) in the possession or under the control of a responsible party;

(c) whether or not it was created by a responsible party; and

(d) regardless of when it came into existence;

**Examples of Personal Information include**

- A person's name and address (postal and email)
- Date of birth
- Statements of fact (factual statements)
- Any expression or opinion communicated about an individual
- Minutes of meetings, reports
- Emails, file notes, handwritten notes, sticky notes
- Photographs and virtual meeting and CCTV footage if an individual can be identified by the footage
- Employment and student applications
- Spreadsheets and/or databases with any list of people set up by code or student/staff
- Employment number
- Employment or education history
- **Special Personal Information Includes:**
- Any information relating to an individual's:
  - Ethnicity
  - Gender
  - Religious or other beliefs
  - Political opinions
  - Membership of a trade union
  - Sexual orientation
  - Medical history
  - Offences committed or alleged to have been committed by that individual
  - Biometric details
  - Children's details

**"responsible party"** means a public or private body or any other person who, alone or in conjunction with others, determines the purpose of and means for processing personal information;

### **3. PURPOSE FOR THE COLLECTION**

3.1 The purpose for the collection of your Personal Information and the reason why JOGEDA requires your Personal Information is to enable JOGEDA to:

3.1.1 comply with lawful obligations, including all applicable labour, tax and financial legislation and/or the B-BBEE laws;

3.1.2 to give effect to a contractual relationship as between you and JOGEDA and in order to ensure the correct administration of the relationship;

3.1.3 for operational reasons including the conducting of research;

3.1.4 to protect the legitimate interests of JOGEDA, yourself or a third party;

3.2 All Personal Information which you provide to JOGEDA will only be used for the purposes for which it is collected.

### **4. CONSEQUENCES OF WITHOLDING CONSENT OR PERSONAL INFORMATION**

Should you refuse to provide JOGEDA with your Personal Information which is required by JOGEDA for the purposes indicated above, and the required consent to process the aforementioned Personal Information, then JOGEDA will be unable to engage with you or enter into an agreement or relationship with you.

### **5. STORAGE AND RETENTION AND DESTRUCTION OF INFORMATION**

5.1 All Personal Information which you provide to JOGEDA will be held and/or stored securely and held for the purpose for which it was collected, as reflected above.

5.2 Your Personal Information will be stored electronically in a centralised data base, which, for operational reasons, will be accessible to authorised persons within JOGEDA.

5.3 Where appropriate, some information may be retained in hard copy.

5.4 In either event, storage will be secure and audited regularly regarding the safety and the security of the information.

5.5 Once your Personal Information is no longer required due to the fact that the purpose for which the information was held has expired, such Personal Information will be safely and securely archived for a period of 5 years or longer, especially should this be required by any other law applicable in South Africa. Thereafter, all your Personal Information will be permanently destroyed.

### **6. ACCESS BY OTHERS**

The JOGEDA may from time to time have to disclose your Personal Information to other parties, and entities regulators and/or governmental officials but such disclosure will always be subject to an agreement which will be concluded between JOGEDA and the party to whom it is disclosing your Personal Information, which contractually obliges the recipient of the Personal Information to comply with strict confidentiality and data security conditions.

#### **1. RIGHT TO OBJECT**

In terms of section 11(3) of POPIA you have the right to object in the prescribed manner to JOGEDA processing your Personal Information. On receipt of your objection JOGEDA will place a hold on any further processing until the cause

of the objection has been resolved.

## 2. ACCURACY OF INFORMATION AND ONUS

POPIA requires that all your Personal Information and related details, as supplied are complete, accurate and up to date. Whilst JOGEDA will always use its best endeavors to ensure that your Personal

Information is reliable, it will be your responsibility to advise JOGEDA of any changes to your Personal Information, as and when these may occur.

## 3. ACCESS TO THE INFORMATION BY THE DATA SUBJECT

You have the right at any time to ask the JOGEDA to provide you with the details of any of your Personal Information which the JOGEDA holds on your behalf; and the details as to what JOGEDA has done with that Personal Information, **Provided that such request is made using the standard section 51 PAIA process**, which procedure can be accessed by downloading and completing the standard request for information form, housed under section 51 of the PAIA Manuals which can be found on our website.

-

## 4. COMPLAINTS

You have the right to address any complaints regarding the processing of your Personal Information to the JOGEDA SCM Officer at [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za) or you may approach to the Information

## 5. DECLARATION AND INFORMED CONSENT

I declare that all Personal Information supplied to JOGEDA is accurate, up to date, is not misleading and that it is complete in all respects.

I undertake to immediately advise JOGEDA of any changes to my Personal Information should any of these details change.

By providing JOGEDA with my Personal Information, I consent and give the JOGEDA permission to process and further process my Personal Information as and where required and acknowledge that I understand the purposes for which it is required and for which it will be used.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

## ANNEXURE B

### AUTHORITY TO SIGN A BID

#### A. COMPANIES

If a Service provider is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the company must be submitted with this BID, that is before the closing time and date of the BID

### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20 .....,

Mr. /Mrs .....(whose signature appears below) has

Been duly authorised to sign all documents in connection with this BID on behalf of

(Name ..... of ..... Company)

.....

IN ..... HIS/HER ..... CAPACITY ..... AS:

.....

SIGNED ON BEHALF OF COMPANY.....(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 ..... DATE:..... 2 ..... DATE:.....

DATE:.....

#### B. SOLE PROPRIETOR (ONE - PERSONBUSINESS)

I, the undersigned ..... Hereby confirm that I am the sole owner of the business trading as .....

SIGNATURE..... DATE.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner Residential address Signature .....  
.....

We, the undersigned partners in the business trading as.....  
.....

hereby authorise .....to sign this BID as well as any contract resulting from the BID  
and any other documents and correspondence in connection with this BID and /or contract on behalf of

.....	.....	.....
SIGNATURE	SIGNATURE	SIGNATURE
.....	.....	.....
DATE	DATE	DATE

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a BID, a certified copy of the Founding Statement of such corporation shall be included with the BID, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf. By resolution of members at a meeting on

..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this BID on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION ..... (PRINT NAME)

**IN HIS/HER CAPACITY AS ..... DATE: .....**

SIGNATURE OF SIGNATORY: ..... DATE:.....

**WITNESSES: 1..... DATE: .....**

2 ..... DATE:.....

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the BID, together with the resolution by its members authorizing a member or other official of the co-operative to sign the BID documents on their behalf. By resolution of members at a meeting on .....20.....

at..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this BID on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

.....

**IN HIS/HER CAPACITY AS: ..... DATE:**

.....

SIGNED ON BEHALF OF CO-OPERATIVE:.....



NAME IN BLOCK LETTERS:.....

WITNESSES: 1.....DATE:.....

2 ..... DATE:.....

**F. JOINT VENTURE**

If a Service provider is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the joint venture must be submitted with this BID, before the closing time and date of the BID.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partner on .....20.....

Mr/Mrs....., Mr/Mrs .....,

Mr/Mrs..... and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this BID on behalf of: (Name of Joint Venture).....

**IN HIS/HER CAPACITY AS:**.....

SIGNED ON BEHALF OF (COMPANY NAME) ..... (PRINT NAME)

SIGNATURE:..... DATE:.....

**IN HIS/HER CAPACITY AS:**.....

SIGNED ON BEHALF OF (COMPANY NAME) ..... (PRINT NAME)

SIGNATURE:..... DATE:.....

**IN HIS/HER CAPACITY AS:**.....

SIGNED ON BEHALF OF (COMPANY NAME) ..... (PRINT NAME)

SIGNATURE:..... DATE:.....

**G. CONSORTIUM**

If a Service provider is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID, before the closing time and date of the BID.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....(whose signature appear below)have been duly authorised to sign all documents in connection with this BID on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... DATE:.....

**FAILURE TO COMPLY WITH THE FOLLOWING ABOVE MENTIONED INSTRUCTIONS MAY LEAD TO YOUR PROPOSAL BEING REJECTED AUTHORITY TO SIGN A B**

## ANNEXURE C

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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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

## 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 anything 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 subservice providers) 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the  
Government Printer, Private Bag X85,  
Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the  
bidding documents and specifications.

### **1. 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 Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, 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 Service Provider 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 is 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 analysed 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 and 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 fulfilment 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 contract 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 Sub service provider(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 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 or 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.

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

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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 contractor 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**

27.2 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.
- 28.1 Except in cases of criminal negligence or wilful 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 othersuch 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 (NIP) Programme**

- 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.

**TAX CLEARANCE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the valid SARS PIN on the space provided on the cover page as it appears on the company's Tax Clearance Certificate documents  
**OR**
2. The original Tax Clearance Certificate with a valid SARS PIN must be submitted together with the bid.  
In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

## **ANNEXURE E**

### **B-BBEE CERTIFICATE (CERTIFIED)**

- a. Certified copies of B-BBEE Certificate issued by SANAS Accredited Verification Agency Or
- b. Sworn Affidavit in cases of EMEs and only those QSEs which are at least 51% Black-owned as prescribed in terms of B-BBEE Codes of Good Practice and in a format provided by the Department of Trade & Industry.
- c. NB: Certificates issued by IRBA and Accounting Officers, have been discontinued.

**ANNEXURE F**

**COMPANY PROFILE & COMPANY REFERENCE EXPERIENCE**

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.

The Company profile and company experience must be attached as part of this Schedule

(c) Completion Certificates or Reference letters (Stamped by client) in company letterhead.

## **ANNEXURE G**

### **PSP RESOURCE CV'S & SUPPORTING DOCUMENTS**

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.  
CV's, certified copies of qualifications and professional registration of the assigned personnel to be attached here

**ANNEXURE H**

**PROFESSIONAL INDEMNITY**

The Professional Service Provider (PSP) must state below details of the professional indemnity insurance held.

Where the PSP is a joint venture/consortium, each party to the joint venture/consortium must submit details of their professional indemnity insurance and a copy thereof.

Proof of insurance or confirmation from a reputable Insurance Broker that the PSP is eligible for the prescribed professional indemnity insurance cover should he/she be selected into the panel of PSP's, must append to this schedule and attach a copy on submission of this bid document.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY FOR EACH CLAIM

**SIGNED ON BEHALF OF BIDDER:** .....

**DATE:**.....

## ANNEXURE I

### MBD 4

#### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2. Identity Number: .....

3.3. Position occupied in the Company (director, trustee, Shareholder<sup>2</sup>):.....

3.4. Company Registration Number: .....

3.5. Tax Reference Number:.....

3.6. VAT Registration Number: .....

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state?

YES	NO
-----	----

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

3.9.1. If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

.....

3.10.1. If yes, furnish particulars. ....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.11.1. If yes, furnish particulars .....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.12.1. If yes, furnish particulars. ....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.13.1. If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES	NO
-----	----

3.14.1 If yes, furnish particulars:.....



**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**DECLARATION**

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

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

STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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) Pre-qualification requirements; and
- b) Functionality;

Minimum qualifying score - A Tender scoring below 75 out of 100 points will be considered as DISQUALIFIED for evaluation and will be discarded from any further evaluation.

Bidders who obtained a minimum qualifying score of 75 points will qualify to be accredited in the panel for the discipline registered for. However, for purposes of assigning specific assignments, a bidder will be provided with a bid document containing a detailed BOQ and any other information that will allow the bidder to provide a quotation for consideration by JOGEDA. At that stage, the price and preferential points evaluation will be applied as follows:

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

- 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

### a. To be completed by the organ of state:

- (a) The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and Specific Goals	

- b. 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.

- c. 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.

**c) 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).

**d) FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**a. POINTS AWARDED FOR PRICE**

**i. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

**3.1.1. POINTS AWARDED FOR PRICE**

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

**e) POINTS AWARDED FOR SPECIFIC GOALS**

- a. 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:
  - b. 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	Allocation of the 20 points in terms of the 80/20 system	Required proof for specific goals claimed	Points claimed (80/20 system) Tenderers score)	Points scored (80/20 system) JoGEDA score)
TOTAL POINTS				

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 3.2. Name of company/firm.....
- 3.3. Company registration number: .....

3.4. 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]

3.5. 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:

- ii) The information furnished is true and correct;
- iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iv) 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;
- v) 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)

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

## ANNEXURE K

### MBD 8

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

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

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

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## **ANNEXURE L**

### **MBD 9**

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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



## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a has been requested to submit a bid in response to this bid invitation;
  - b could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c provides the same goods and services as the bidder and/or is in the same line of business as the bidder
2. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
3. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  5. 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.
  11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **ANNEXURE M**

### **PROOF OF RESIDENCE**

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.

**ANNEXURE N**

**PROFESSIONAL REGISTRATION CERTIFICATE**

Attached hereto is my / our certified copy of professional registration certificate

## ANNEXURE O

### ATTACH A COPY OF CSD REGISTRATION REPORT

The Service Provider must be registered as a service provider on the Central Supplier Database (CSD).

If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <https://secure.csd.gov.za/> to obtain your vendor number. **Submit CSD report as proof of registration.**

**ANNEXURE P**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

**COPY OF JOINT VENTURE AGREEMENT (IF APPLICABLE)**

Attached hereto is a signed certified copy of our notarised Joint Venture Agreement. Our failure to submit the copy with our tender document will lead to the conclusion that there is no joint venture agreement, and as such, our bid will be disqualified

(Attach the notarised joint venture agreement here)

## CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed Enterprises whom submit a EOI as joint ventures.

We, the undersigned, are submitting this EOI in Joint Venture and hereby authorize Mr /Ms .....  
 ....., authorised signatory of the company .....  
 ....., acting in the capacity of lead partner, to sign all documents in connection with submission on our behalf.

Name of Enterprise	Address	Duly authorised signatory
Lead Partner:		Signature..... Name ..... Designation .....
		Signature..... Name ..... Designation .....
		Signature..... Name ..... Designation .....

Authorised Signed:.....

Date:.....

## **ANNEXURE Q**

### **COMPANY REGISTRATION & ID DOCUMENTS**

[List of all shareholders/directors of the company with the original certified copies of shareholders'/directors' ID must be attached to this schedule.]

Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders'/directors' IDs (in cases of sole proprietor, partnerships and close corporation).

#### **Company Registration & Directors ID documents**



**ANNEXURE R****RECORD OF ADDENDA TO SUBMISSION DOCUMENTS**

Fill in, complete and signed the following form if any changes have been done by JoGEDA any addendum have been issued to amend the document. Failure to do so it will result to your bid being non-responsive

ITEM No.	DATE	TITLE OR DETAIL
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed .....

Date .....

Bidder.....

Position.....