VOCMA
VAAL-ORANGE
CATCHMENT MANAGEMENT AGENCY

VAAL ORANGE CATCHMENT MANAGEMENT AGENCY

REQUEST FOR BID

BID NUMBER: VO 010-2026/2027

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF INTERNAL AUDIT SERVICE FOR THE PERIOD OF TWO YEARS

ISSUE DATE:

18 JULY 2026

CLOSING DATE:

08 SEPTEMBER 2026 AT 11:00am

SUBMIT DOCUMENTS TO:

e-Tenders

TENDER NAME :

CSD SUPPLIER NUMEBR :

Briefing session

N/A

TENDERER: (Company address and stamp)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**VO 010-2026/2027**	CLOSING DATE:	08 SEPTEMBER 2026	CLOSING TIME:	**11:00AM**
DESCRIPTION	**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF INTERNAL AUDIT SERVICE FOR THE PERIOD OF TWO YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
e-Tender					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Supply Chain Management	CONTACT PERSON	Neo Smouse
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	mokhuwas@dws.gov.za	E-MAIL ADDRESS	SmouseN@dws.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		***ARE YOU A FOREIGN BASED SUPPLIER FOR** THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION OF INTERNAL AUDIT SERVICE FOR THE PERIOD OF TWO YEARS

1. PURPOSE

The purpose of this request is to appoint a suitable service provider for the provision of Internal Audit services on a co-sourcing basis for a period of twenty-four (24) months. The Internal Audit will be set up under sections 51 (1) (a) (ii) and 76(4) (b) and (e) of the Public Finance and Management Act (PFMA) and Paragraph 27.2.2 of the Treasury Regulations.

2. BACKGROUND

The Vaal Orange Catchment Management Agency (CMA) is a corporate body established in terms of the section 78(1) of the National Water Act No. 36 of 1998, amended (the act). The Vaal Orange CMA is a schedule 3A public entity and is required as such to manage its resources in a manner and that complies with the public finance Management Act, 1999 and the National Treasury Regulation, 2005 (NTR) as amended.

3. AIMS AND OBJECTIVES

The aim is to seek the services of a PSP to augment the capacity of internal Audit team to respond to challenges facing the Vaal Orange CMA, to take initiatives and implement programmes which will give effect to those responses, and to undertake specific tasks, either as part of strategies to be developed, or as ad hoc responses to challenges which may arise.

The primary responsibility of the Internal Audit will be to audit and review the Vaal Orange CMA financial, operational, performance and corporate governance activities and to make recommendations in terms of best practice for the Vaal Orange CMA.

The Internal Audit objective is to ensure that the internal audit is conducted in accordance with the standards set by the Institute of Internal Auditors and fulfils all requirements as prescribed by the Public Finance Management Act, any other relevant Legislation and Treasury Regulations.

In all cases, it is important that staff of the Internal Audit unit are empowered in the process of carrying out the assignment. Staff must develop appropriate skills and experience in their interaction with the relevant service provider which will decrease the necessity in the need for future assignments of this nature. A detailed skill transfer plan will have to be submitted with the proposal.

The Vaal Orange Catchment Management Agency (CMA) consists of three (3) Offices in the following Provinces:

1. Northern Cape Province
2. Free State Province
3. Gauteng Province

The appointed service provider may be required to travel to all three (3) mentioned provinces to conduct audits.

4. SCOPE OF WORK/ DELIVERABLES

Below is the scope of work to be co-sourced and it is compulsory for all bidders' proposals to cater for all the areas as indicated.
The duties of the service provider are listed, but not limited to the following (ad hoc projects will be delegated should the need arise):

a. Development of three-year rolling strategic internal audit plan and annual operational plan

b. Conduct quarterly performance audits (4 per year)

c. Review of interim and annual financial statements

d. Audit supply chain management processes

e. Review Financial Governance

- Budgeting
- Payments
- Revenue management
- Cash flow management

f. Evaluate Corporate Governance

- Internal Control Environment

g. Conduct Compliance Audit

- Compliance with laws and regulations of catchment Agency.
- Compliance with board resolutions.
- Occupational Health and Safety Act.

h. Perform Operational Audits

- Review of the adequacy and effectiveness of operational controls in relation to the following areas:
  - Water resources planning and management.
  - Water resources Authorization and registration.
  - Compliance monitoring and enforcement.

i. Follow up audits

- Audit the progress by management on the implementation plan to address audit findings raised by the external auditors and internal audit unit for the previous reporting period.

j. Skills transfer

- The service providers shall transfer skills to the staff of the Vaal Orange CMA who will be involved in the audit conducted. Furthermore, provide guidance and knowledge to the Vaal Orange CMA's staff within the field of audit. The service provider will submit a consolidated report to the Vaal Orange CMA providing feedback on the skills transferred to the Vaal Orange CMA's staff over the duration of the contract period.

k. Perform ad-hoc audits as and when required

- High risk areas as identified in the risk assessment.
- Management request as and when required.

l. General

- Report the results and recommendations of audits to management and the audit committee of the VOCMA.
- Prepare reports to the Audit Committee detailing performance against the plan, allowing for effective monitoring and intervention where necessary.
- Have a quality assurance and improvement program in accordance with the Institute of Internal Auditors (IIA) standards.

- Prepare and submit all audit files.
- Attend the audit and risk management committee meetings and governing board as when required.
- Provide support for the external audit processes.

5. RESOURCES REQUIRED

Composition of the key staff, qualifications, experience and expertise

- The key staff should be composed of a lead partner, one senior manager, one manager and two senior Auditors.
- The key staff should be in possession of the following qualifications:

  b. One (1) Lead partner must at least hold a Masters in Auditing/ Certified Internal Auditor or CA.

  c. One (1) Senior Manager and One (1) Manager must at least hold a minimum of Post Graduate Degree in Business Management/ Law/ Auditing/ Economic Science/ Accounting.

  d. Two (2) senior auditors should at least hold a Degree in Auditing.

- The key staff should have 10 years' experience in the audits field:

  a. Lead Partner must have 10-12 years' experience in reviewing similar audits of this nature in the Public and Private sector.

  b. One (1) senior manager must have at least 8-10 years' experience in conducting similar audits of this nature in the Public and Private sector.

  c. One (1) manager must have at least 5 - 8 years' experience in conducting similar audits both in public and private sector.

  d. Two (2) senior auditors must have at least 3 - 5 years' experience in conducting similar audits both in public and private sector.

NB: The successful bidder will not be allowed to replace resources without prior approval irrespective of whether the new resource/s meet the set-out criteria above or not.
The replacement resource must hold the same qualifications and experience or higher as compared to the previous resource.
It is the bidders' responsibility to clearly indicate in their proposal who is the lead partner, senior staff, and project key staff. Bid Evaluation Committee members can only evaluate and score according to what is shown or reflected in a proposal.

- The key staff should have extensive knowledge of audit in the public and private sector.
- Bidders must submit comprehensive CVs of all key staff.
- The bidding company must be in existence for at least 3 years with 3 years' relevant experience in delivering the required audit services.
- Proof of the number of years in existence should be provided by submission of evidence which prove that the company has been actively in business) or any other relevant registration document. (CIPC certificate does not prove number of years in existence).
- Attach proof of recommendation/signed letters of references from the clients, in the client/s letterhead from which the bidder has successfully completed internal audit services in the public sector. Letters of reference must include the name of the bidder/ service provider and contactable references.

6. PRICING SCHEDULE

- Price schedules shall be strictly based on the scope of work to be covered. Fees quoted at an hourly rate must not exceed the Auditor-General Rates as determined by South African Institute of Chartered Accountants SAICA.

7. **CONDITIONS OF CONTRACT**
   General condition of contract July 2010 as per National Treasury is applicable to this bid.

8. **PROJECT PERIOD**

   The project will be executed over a period of twenty-four (24) months.
   The Vaal Orange CMA is intending to appoint one (1) service provider/ company that will be able to service all three (3) offices.

9. **OWNERSHIP AND INTELLECTUAL PROPERTY**

- All products resulting from this contract will remain the property of the Vaal Orange CMA. The contents of the material will not be altered without the prior permission from the Vaal Orange CMA.
- The service provider may also not use Vaal Orange CMA material for any advertisements and personal use without the prior permission from the Vaal Orange CMA.
- This contract will be under a direct supervision of Vaal Orange CMA Internal Audit unit.

10. **VALIDITY PERIOD OF PROPOSAL**

    The bid proposal must remain valid in all respects for at least 120 days after the bid closing date.

11. **EVALUATION PROCESS**

    Bids will be evaluated in four (4) phases as per PPPFA, Act No.5 of 2000 (PPPFA). The bidder scoring the highest points in phase 4 (Preference Points System) will be recommended for award. Four (4) evaluation phases are as follows:

    i. Phase 1 – Mandatory requirements

    ii. Phase 2 – Functional requirements

    iii. Phase 3 – Administrative Compliance

    iv. Phase 4 – Price and BBBEE evaluation

Phase 1: Mandatory Requirements
Failure to submit the document(s) listed below **will** render your bid non-responsive and will be disqualified.

Criteria	Yes	No
Must attach valid copies of registration certificate with relevant professional bodies i.e. either of the following bodies: IIA, CIA, SAICA and ISACA		

Phase 2: Functionality Requirements
The assessment of functionality will be done in terms of the evaluation criteria as indicated in Table 1. Only Bids that meet the minimum threshold of **70 out of 100 points** for functionality will proceed to the next stage.
The evaluation of functionality will be evaluated in accordance with the functionality criteria below and applicable values.
The weight that will be allocated to each functionality criterion is as follows :1 = poor, 2 = average, 3 = good, 4 = very good, and 5 = excellent. The evaluators are to score the bidder on a scale of 1 to 5 and use the scored value to determine the achieved weight of the criterion.

Functionality Evaluation Criteria
The following evaluation criteria and maximum points are applicable:

No.	Criteria	Weight of Criterion	Bidder Score

<table>
<tr><td>1</td><td>Methodology</td><td>10</td><td></td></tr>
<tr><td>1.1</td><td>The Service Provider is expected to clearly outline and explain the methodology that will be used to conduct internal audit at the Department (no textbook explanation) stipulate the approach and provide a step-by-step explanation of the proposed process to reach the end result of this requirement.
It will be imperative for the Service Provider to outline and explain the methodology that will be used to conduct internal audit on behalf of the Department.
Methodology not documented- 1 (Very Poor).
Methodology documented but the step-by-step explanation of the proposed process is not clear or not detailed- 2 (Poor).
Methodology documented and clearly indicates step-by-step explanation of the proposed process- 3 (Average).
Methodology documented and clearly indicates step-by-step explanation of the proposed process with diagrams- 4 (Good).
Methodology documented and clearly indicates step-by-step explanation of the proposed process with diagrams, along with research, benchmarking, and innovative products - 5 (Excellent).</td><td>5</td><td></td></tr>
<tr><td></td><td>Skills Transfer</td><td></td><td></td></tr>
<tr><td>1.2</td><td>The skills to be transferred in terms of the TOR requirements:
Transfer of skills not demonstrated- 1 (Very Poor).
High level Skills Transfer Plan- 2 (Poor).
Detailed Skills Transfer Plan- 3 (Average).
Detailed Skills Transfer Plan with examples- 4 (Good).
Detailed Skills Transfer Plan with innovative skills transfer techniques- 5 (Excellent).</td><td>5</td><td></td></tr>
<tr><td>2</td><td>Qualifications and experience of key staff.</td><td>40</td><td></td></tr>
<tr><td>2.1</td><td>Qualifications of key staff
Relevant qualifications of the key staff. Qualifications must be elaborated upon in CV’s<table>
<tr><td>Lead partner</td><td>National Diploma in Auditing/ Accounting/Law- 1 (Very Poor).
Bachelor Degree Auditing/Accounting/ or Advanced Diploma (Poor)
Bcom/Bachelor Tech in Internal Auditng/Accounting/Finance/Auditng - 3 average
Postgraduate or Honours/Masters in Internal Auditing/ Accounting/Finance/Auditing 4 (Good).
Masters /Accounting/Auditing of Certified Internal Auditor /CA/CISA/Doctorate in Auditing/Law/Accounting/Auditing and - 5 (Excellent).</td></tr>
<tr><td>Senior Manager</td><td>National Diploma in Auditing/Accounting Law 1 (Very Poor).</td></tr>
</table></td><td>20

7

5</td><td></td></tr>
</table>

		• Degree in Auditing/ Law- **2 (Poor).** • Post Graduate in Auditing/ Law/ Accounting- **3 (Average).** • Masters in Business Management/ Auditing/Law/ Economic Sciences/ Accounting or a Chartered Accountant- **4 (Good)** • Additional Qualifications over and above Masters in Auditing/Law or a Chartered Accountant- **5 (Excellent)**-			
	Manager	• National Diploma in Auditing/ Law **1 (Very Poor).** • Degree in Auditing/ Law/- **2 (Poor).** • Post Graduate Diploma or Honors in Business Management/ Auditing/ Law/ Economic Sciences/ Accounting - **3 (Average).** • Masters in Business Management/ Auditing/ Law/ Accounting- **4 (Good)** • Additional Qualifications over and above Masters in Business Management/ Auditing/ Law/ Economic Sciences/ Accounting, CIA/CISA or a Chartered Accountant- **5 (Excellent)**-		**4**	
	Senior Auditor	• Grade 12- **1 (Very Poor)** • Diploma in Auditing/ Law**. 2 (Poor).** • Degree in Auditing/ Law - **3 (Average).** • Post Graduate Diploma or Honors in Auditing/ Law - **4 (Good).** • Masters in Auditing/Law / CIA/ CISA or a Chartered Accountant- **5 (Excellent)**		**2**	
	Senior Auditor	• Grade 12- **1 (Very Poor)** • Diploma in Auditing/ Law**. 2 (Poor).** • Degree in Auditing/ Law - **3 (Average).** • Post Graduate Diploma or Honors in Auditing/ Law - **4 (Good).** • Masters in Auditing/ Law, CIA/CISA or a Chartered Accountant- **5 (Excellent)**		**2**	
2.2	**Experience of key staff**			**20**	
	Lead partner	• 7-8 years' experience in conducting similar audits of this nature in the public and private sector - **1 (Very Poor).** • 8-10 years' experience in conducting similar audits of this nature in the public and private sector - **2 (Poor)** • 10-12 years' experience in conducting similar audits of this nature in the public and private sector - **3 (Average).** • 12-15 years' experience in conducting similar audits of this nature in the public and private sector - **4 (Good)** • 15-20 years' experience in conducting similar audits of this nature in the public and private sector - **5 (Excellent)/ Risk Committee / Audit Committee experience**		**7**	
	Senior Manager	• 6-7 years' experience in conducting similar audits of this nature in the public and private sector - **1 (Very Poor).** • 7-8 years' experience in conducting similar audits of this nature in the public and private sector - **2 (Poor).**		**5**	

3		• 8-10 years' experience in conducting similar audits of this nature in the public and private sector - **3 (Average).** • 10-12 years' experience in conducting similar audits of this nature in the public and private sector - **4 (Good).** • 12-15 years' experience in conducting similar audits of this nature in the public and private sector - **5 (Excellent)**		
	Manager	• 3-4 years' experience in conducting similar audits of this nature in the public and private sector- **1 (Very Poor).** • 4-5 years' experience in conducting similar audits of this nature in the public sector- **2 (Poor).** • 5-8 years' experience in conducting similar audits of this nature in the public and private sector - **3 (Average).** • 8-10 years' experience in conducting similar audits of this nature in the public and private sector - **4 (Good).** • 10-12 years' experience in conducting similar audits of this nature in the public and private sector - **5 (Excellent)**	**4**	
	Senior Auditor	• 1-2 years' experience in conducting similar audits of this nature in the public and private sector - **1 (Very Poor).** • 2-3 years' experience in conducting similar audits of this nature in the public and private sector - **2 (Poor).** • 3-5 years' experience in conducting similar audits of this nature in the public and private sector - **3 (Average).** • 5-8 years' experience in conducting similar audits of this nature in the public and private sector - **4 (Good).** • 8-10 years' experience in conducting similar audits of this nature in the public and private sector - **5 (Excellent)**	**2**	
	Senior Auditor	• 1-2 years' experience in conducting similar audits of this nature in the public and private sector - **1 (Very Poor).** • 2-3 years' experience in conducting similar audits of this nature in the public and private sector - **2 (Poor).** • 3-5 years' experience in conducting similar audits of this nature in the public and private sector - **3 (Average).** • 5-8 years' experience in conducting similar audits of this nature in the public and private sector - **4 (Good).** • 8-10 years' experience in conducting similar audits of this nature in the public and private sector - **5 (Excellent)**	**2**	
3	**Bidder's experience**		**30**	
3.1	Attach proof of appointment letter/recommendation/signed letters of reference from the clients, in the client/s letterhead from which the bidder has successfully completed internal audit services in the public sector.			

	Letters of reference must include the name of the bidder/ service provider and contactable references. 5 and more completed audit projects collectively covering any of the deliverables mentioned in the scope of work - (30) 4 completed audit projects collectively covering any of the deliverables mentioned in the scope of work references letters - (20) 3 completed audit projects collectively covering any of the deliverables mentioned in the scope of work references letters - (15) 2 completed audit projects collectively covering any of the deliverables mentioned in the scope of work references letters - (10) 1 completed audit projects collectively covering any of the deliverables mentioned in the scope of work references letter - (5) NOTE: Reference Letters with no details of experience, and experience not relevant to the internal audit services will be deemed invalid, and as such will not be awarded any points.	**30**	
	Total	**100 Points**	

Bidders must score at least **70 out of 100** in respect of functionality in order to qualify for advancement to Phase 3. A bidder that scores less than **70 out of 100** will be regarded as submitting a non-responsive bid and will be disqualified.

Phase 3: Administrative Compliance

Bidders are required to comply and submit all listed documents below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database and must submit CSD report. Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD or SARS). Attach Tax Compliance status PIN page		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.		
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)		
5	Valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational and Diseases Act No 130 of 1993 and third parties' insurance registered with Financial Service Board.		
6	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
7	Complete, sign, submit SBD1, SBD 4, SBD 6.1, SBD 3.3		

Phase 4 Evaluation of Price and Specific Goals

80/20 Principle will be applied in terms of the new Preferential Procurement Regulations, 2022 pertaining to the PPPFA Act no 5 of 2022.

During this phase, bid proposals that passed phase 3 will be further evaluated based on the Preferential Procurement Regulations, 2022, will be used to evaluate this proposal as per the applicable threshold value.

Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA (Act no 5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.

Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Proof includes original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their price quotations, to substantiate their B-BBEE rating claims.

Bidders who qualify as EMEs or QSEs are only required to submit a sworn affidavit signed by the company representative and attested by a Commissioner of oaths, confirming its annual total revenue and level of Black ownership.

B-BBEE certificate must be a certified copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

The original Sworn Affidavit endorsed or signed off by the commissioner of oath must be the original document not a copy and it must be valid on or before the closing date of the invitation in order for a bidder to qualify for the points to be claimed.

In bids where there is Consortium/Joint Ventures, a consolidated valid B-BBEE certificate must be submitted.

NB: A Copy of certified copy of B-BBEE status level contributor certificate will not be accepted.

NB: A Copy of a sworn affidavit will not be accepted.

Points claimed will be according to a bidder's specific goals claimed as indicated in Table 1 below.

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

The specific goals allocated points in terms of this tender	Number of maximum points allocated (80/20 system)
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (local equal province)	2
B-BBEE status level contribution from levels 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Specific goals" means specific goals as contemplated in section 2(1)*(d)* of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

"Ownership" means the percentage of ownership and control, exercised by individuals within an enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

i. A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication;
iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
iv. A person who requires an artificial limb; or
v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

"Youth" means, in respect a person younger than 35 years of age.

"Location of enterprise" Local equals province. Where a project cuts across more than one province, the bidder may be in any of the relevant provinces to claim and be allocated the points.

Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five shareholders each of whom owns 20% of the company. Three of the five shareholders meet the criterion, i.e., they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

DETAILED COST BREAKDOWN

PROJECT OBJECTIVE/SCOPE	RESOURCE REQUIRED Lead partner			RESOURCE REQUIRED Senior Manager			RESOURCE REQUIRED Manager			RESOURCE REQUIRED X2 Senior internal auditor			Total Year 1	Total Year 2
Development of three-year rolling strategic internal audit plan and annual operational plan	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Audit of performance information (4 Audits, 1 per Quarter)	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Review of interim (3 Quarters) and annual financial statements	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Supply chain management audit.	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Financial Governance	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Corporate Governance														
Safeguarding of information	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Corporate Governance Review	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Compliance Audit	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Operational Audits Review of the adequacy and effectiveness of operational controls in relation to the following areas:														
Water resources planning and management	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		

Water resources Authorization and registration	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Compliance monitoring and enforcement	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Follow up audits	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Performance of ad hoc functions as and when required by the Institution	**Rate p/h**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**	**Rate**	**Hour**	**Cost**		
Total estimated hours and rates														
Disbursement estimated														
TOTAL COST VAT INCL														

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……………………………………………………………………………………..………

…………………………………………………………………………………………..…

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

2.3.1 If so, furnish particulars:

…………………………………………………………………………..……………….

……………………………………………………………………………………..………….

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………………	…………………………………
Signature	Date
………………………………………………	…………………………………
Position	Name of Bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the Organ of State

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the Organ of State:

The maximum points for this tender are as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The Organ of State reserves the right to require a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the Organ of State.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the Organ of State)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Women Ownership	5	
Disability Ownership	5	
Youth Ownership (35 and below)	5	
Location of enterprise (local equals province)	2	
B-BBEE status level contribution from level 1 or 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph

1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

………………………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……………………………………………………………………………BID NO.: **VO 010-2026/2027**

CLOSING TIME 11:00 CLOSING DATE: **08 September 2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID. **08 September 2026**

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R………..……………………………

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
---	R-----------------------------	--------------------------
---	R-----------------------------	--------------------------
---	R-----------------------------	--------------------------
---	R-----------------------------	--------------------------
---	R-----------------------------	--------------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

--	R-----------------------------	-------------------- days
--	R-----------------------------	-------------------- days
--	R-----------------------------	-------------------- days
--	R-----------------------------	-------------------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	………………	....………..	R……………
--	……………….	……………..	R……………
--	……………….	……………..	R……………
--	……………….	……………..	R……………

TOTAL: R……………………………………

**" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	……………….	……………..	R……………
--	……………….	……………..	R……………
--	……………….	……………..	R……………
--	……………….	……………..	R……………

TOTAL: R……………………………………

6. Period required for commencement with project after acceptance of bid ……………………………………………………
7. Estimated man-days for completion of project ……………………………………………………
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ………………………………

………………………………

………………………………

………………………………

*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

e-Tenders

For Technical enquiries: Mr. Neo Smouse
Contact person: SmouseN@dws.gov.za

CONTRACT FORM - RENDERING OF SERVICES **SBD 7.2**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **Vaal-Orange Catchment Management Agency (VOCMA)** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **VO 010-2026/2027**at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …………………………….

CAPACITY …………………………….

SIGNATURE …………………………….

NAME OF FIRM …………………………….

DATE …………………………….

WITNESSES

1 ……………………………………

2 ……………………………………

DATE:…………………………..

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- **The General Conditions of Contract will form part of all bid documents and may not be amended.**

- **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

TABLE OF CLAUSES

16. Payment

17. Prices

18. Contract amendments

19. Assignment

20. Subcontracts

21. Delays in the supplier's performance

22. Penalties

23. Termination for default

24. Dumping and countervailing duties

25. Force Majeure

26. Termination for insolvency

27. Settlement of disputes

28. Limitation of liability

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

33. National Industrial Participation Programme (NIPP)

34. Prohibition of restrictive practices

General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:
1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20 "Project site," where applicable, means the place indicated in bidding documents.
1.21 "Purchaser" means the organization purchasing the goods.
1.22 "Republic" means the Republic of South Africa.
1.23 "SCC" means the Special Conditions of Contract.
1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. **Application.**
2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. **General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights.

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance 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 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

- A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or 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 exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Agency 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.

35. SPECIAL CONDITIONS OF CONTRACT

- The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.

- The Bid must be strictly in accordance with the conditions and specifications contained herein.

- If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.

- Failure to sign all relevant places shall invalidate your bid (SBD1, SBD 3.2, SBD 4, and SBD 6.1 or 6.2 and SCC)

- All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.

- If you are not a registered supplier with the Vaal-Orange Catchment Management Agency, please complete the
- supplier registration forms and banking details, supplier registration forms are available at Departmental.

- website, www.vocma.co.za

- Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified.

- The VOCMA reserves the right to not make an award on any of the responses to this Bid.

- The VOCMA reserves the right to award only parts of this bid and re-bid for other parts.

- All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Agency.

- Only signed, original documents will be accepted.

ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

………

______________________ ______________________

Signature of Bidder: **Date:**

______________________ ______________________

Bidder's Name & Surname: **Designation**