

PROJECT NUMBER: VCW383/LEGAL36/24



**CONTRACT NO: VCW383/LEGAL36/24**

**VAAL CENTRAL WATER**

**RE-ADVERT: APPOINTMENT OF A PANEL OF LEGAL EXPERTS AND ATTORNEYS TO RENDER  
LEGAL SERVICES TO VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN  
REQUIRED BASIS**

**PROCUREMENT DOCUMENT**

**10 OCTOBER 2025**

**TENDER SUBMITTED BY:**

Registered Name of Company:.....

Address:.....

Telephone Number:.....

Fax Number:.....

E-mail:.....

**Issued by:**



*Vaal Central Water*  
PO Box 30121  
Pellissier  
9322

**Contact**

Name: Ms T. Metsing  
Telephone: 051 – 403 0800  
Fax: 051 – 422 5333  
E-mail: [thandiwem@vcwater.co.za](mailto:thandiwem@vcwater.co.za)

**ISSUE DATE: 10 OCTOBER 2025**

**COMPULSORY SITE MEETING DATE: NONE**

**CLOSING DATE: 31 OCTOBER 2025 before 12H00**

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**RE-ADVERT: APPOINTMENT OF A PANEL OF LEGAL EXPERTS TO RENDER LEGAL SERVICES TO  
VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS**

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**TENDER SUMMARY PAGE**

<b>TENDERER</b>				
	(Name of Tenderer)			
<b>TELEPHONE</b>	<b>FAX</b>			
<b>TOTAL PRICE (Incl. VAT)</b>				
	(in words)			
	(in words)			
	(in figures)			
<b>COMPLETION PERIOD</b>				
	(weeks)			
<b>PREFERENCES CLAIMED FOR:</b>				
LOCAL ENTERPRISE:	YES		NO	

**Note: This page is used for tender opening purposes only. Where there is a discrepancy between this page and the Form of Offer and Acceptance, then the latter will be taken as the valid offer.**

**VCW383/LEGAL36/24**

**APPOINTMENT OF A PANEL OF LEGAL EXPERTS TO RENDER LEGAL SERVICES TO VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS**

**TENDER NOTICE AND INVITATION TO TENDER**

Vaal Central Board (Former Bloem Water) derives its primary mandate from the Water Services Act, Act 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS).

Vaal Central is a Water Board with the mandate to provide water services to the Southern and Central areas of the Free State Province and the Northern Cape respectively to include the entire jurisdictional area that was previously serviced by Sedibeng Water as gazetted on 26 July 2022 by the minister of Water of Water and Sanitation.

Vaal Central Water accordingly invites interested Service Providers to tender for the legal and related services.

**Scope of Works**

Vaal Central Water would like to appoint a panel of legal experts to render legal services to Vaal Central Water for a period of three years on as and when required basis. The areas of expertise and skills required are, but not limited to:

- Corporate & Commercial law
- IT
- Labour and Employment
- Pension
- Public Private Partnerships
- Litigation
- Legislative Drafting
- Construction Law
- Environmental Law
- Conveyancing and related matters
- General

**Where bid documents can be obtained:**

National Treasury Website – eTender Publication: [www.etenders.gov.za](http://www.etenders.gov.za)  
Vaal Central Water Website: [www.vaalcentralwater.co.za](http://www.vaalcentralwater.co.za)

**The office address:**

02 Mzuzu Street  
Pellissier  
Bloemfontein  
9301

The service provider should in all respects comply with the conditions as set out below and as specified in the tender document. Only tenderers that satisfy the eligibility criteria stated in the tender document will be eligible to submit tenders.

Vaal Central Water promotes Broad Black Economic Empowerment. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Completed proposals must be addressed as below and deposited before **12:00 on Friday, 31 October 2025** at the Tender Box situated at the Vaal Central Water Reception Area for Attention:

### **Supply Chain Management**

Vaal Central Water,  
2 Mzuzu Street,  
Pellissier,  
Bloemfontein,  
9322

Each bidder must submit an envelope clearly marked **Contract No. VCW383/LEGAL36/24: APPOINTMENT OF A PANEL OF LEGAL EXPERTS TO RENDER LEGAL SERVICES TO VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS** with the bidder's name and address. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Vaal Central Water.

Tenders may only be submitted on the tender documentation that has been issued. **A one-envelope system will be followed.**

Each proposal must be submitted in **1 separate envelope clearly marked:**

1. **Contract No. VCW383/LEGAL36/24: APPOINTMENT OF A PANEL OF LEGAL EXPERTS AND ATTORNEYS TO RENDER LEGAL SERVICES TO VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS** – Technical Proposal and Financial Proposal.

Proposals which are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Should you not receive any feedback from Vaal Central Water after 90 days of submission, consider your tender unsuccessful. Vaal Central Water reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.

Service Providers who meet the specified quality criteria will be further evaluated in line with the Preferential Procurement Policy Framework Act (PPPFA) principle of 90/10 or 80/20. Vaal Central Water reserves the right not to award the tender to the highest scoring bidder.

### **Technical Queries can be directed to:**

Ms T. Metsing  
Legal Department  
Tel: 051 - 403 0800  
Fax: 051 – 422 5333  
Email: [thandiwem@vcwater.co.za](mailto:thandiwem@vcwater.co.za)

### **Tender Administrative Queries can be directed to:**

Supply Chain Management  
Tel: 051 - 403 0800  
Fax: 051 – 422 5333  
Email: [bids@vcwater.co.za](mailto:bids@vcwater.co.za)

*NB: Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.*

## First Stage: Functionality/Technical Evaluation

### 1. Reasons for disqualification

Only those Respondents who satisfy the eligibility criteria are eligible to submit bids. Submissions that do not satisfy the eligibility criteria will not be evaluated. The following eligibility criteria are applicable to this bid:

- A. Bidders who do not adhere to those criteria listed below a PRE-QUALIFIER will be disqualified immediately.

Responsiveness Criteria		Prequalifying Criteria	Applicable to this
			Tender
			(Y/N)
1	Fully completed and signed Standard Bidding Documents	Pre-Qualifier	Y
	· SBD Form 1		
	· SBD Form 3.1		
	· SBD Form 4		
	· SBD Form 6.1		
2	Joint Venture/ Association Agreement (If applicable submit a complete and signed JV agreement / Association Agreement).	Pre-Qualifier	Y
3	Valid Fidelity Fund Certificate of the Practice issued by the <b>Legal Practice Council (LPC)</b> (All the directors on the company registration documents must have the valid fidelity fund certificates).	Pre-Qualifier	Y
4	Right of appearance certificate – (The Lead Legal Practitioner - Director / Partner/ Sole Proprietor or Associate Level must be in possession of the right of appearance Certificate).	Pre-Qualifier	Y
5	Valid Letter of Good Standing (not more than 3 months old) per Practitioner. (All the directors on the company registration document must submit the letter of good standing that is not older than 3 months).	Pre-Qualifier	Y
6	Audited annual Financial Statements of the Trust Account. (Signed Confirmation of audited Financial Statements by an Auditor registered with the Independent Regulatory Board).	Pre-Qualifier	Y
7	The Bidder should be able to submit the following: <ul style="list-style-type: none"> <li>• Certified copy of certificate of Incorporation if Bidder is a company or;</li> <li>• Certified copy of founding statement if Bidder is a closed corporation or;</li> </ul>	Pre-Qualifier	Y

	<ul style="list-style-type: none"> <li>• <i>Certified copy of Partnership agreement if Bidder is a partnership or;</i></li> <li>• <i>Certified copy of Identity document if Bidder is a one-man concern or;</i></li> <li>• <i>Identity Documents (ID) Copy for A sole proprietorship.</i></li> </ul>		
8	<p><i>Latest Municipal rates and taxes account for the COMPANY, A SOLE PROPRIETORSHIP AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.</i></p> <ul style="list-style-type: none"> <li>• Submit <b>strictly not older than 3 months</b> municipal rates &amp; taxes statement must be attached.</li> <li>• The submitted account must not be older than 3 months.</li> <li>• In a case of Rates &amp; Taxes Account being in a family member's name, <b>ONLY MUNICIPAL</b> Account where the address of the Account matches the address on the company registration documents will be accepted) if not older than 3 months.</li> </ul> <p>In the event of a tenant renting a lease agreement MUST be attached for the COMPANY, A SOLE PROPRIETORSHIP AND DIRECTORS/ TRUSTEES/ MEMBERS/ SHAREHOLDERS. (Vaal Central Water reserves the right to conduct physical verification of premises).</p>	Pre-Qualifier	Y
9	<p><i>Price Proposal – to be completed in full.</i></p> <p><i>Note: The bidder must clearly indicate where <b><u>no cost will be charged</u></b> for service required. Blank spaces on the bill of quantities will be deemed as no charge.</i></p>	Pre-Qualifier	Y

*B. Bidders who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.*

<i>Responsiveness Criteria</i>		<i>Clarification Time</i>	<i>Applicable to this Tender (Y/N)</i>
1	<i>The Respondent submits a valid Tax Compliance Status PIN letter issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Respondents shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax compliance pin issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Compliance Status PIN letter and attach it to the schedule.</i>	7 days	Y
2	<i>The Respondent has not abused the Employer's Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.</i>	7 days	Y
3	<i>The Respondent or any of its Directors/Shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</i>	7 days	Y
4	<i>The Employer will only enter into a formal contract with a respondent who is registered on the National Treasury Central Supplier Database (CSD). The submission of a full CSD report (not summary) is compulsory for any Respondent to be eligible to submit.</i>	7 days	Y
6	<i>The Respondent has completed the Declaration of Interest and there are no conflicts of interest which may impact on the Respondent's ability to perform the contract in the best interests of the Employer or potentially compromise the submission process and persons in the employ of the state are permitted to submit bids or participate in the contract.</i>	7 days	Y
7	<i>The Respondent submits a valid B-BBEE Compliance Certificate issued by an Accredited Service Provider or Certified Sworn Affidavit.</i>	7 days	Y
8	<i>Acceptance of Bid conditions – to be duly completed and signed</i>	7 days	Y

## Second Stage: Functionality/Technical Evaluation

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications and obtaining the minimum qualifying threshold of **70 Points** to proceed to the Third Stage - Price/B-BBEE Evaluation.

### **PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY:**

Bidder Evaluation Criteria for Functionality	Allocation of Points	Points
Judgements, Court orders or Arbitration Awards  Attach copies of previous Judgements, Court orders or Arbitration Awards older than 5 years	3 Judgements or court order	30
	2 judgements or court orders	20
	1 judgements or court order	10
<b>Bidder Evaluation criteria for Conveyancing</b>		
Registration of immovable properties and servitudes or other rights in immovable property	12 and above properties	30
	6 – 11 properties	20
	0- 5properties	10
<b>Note: Points will be allocated per discipline.</b>		
Legal Practitioner's combined experience (excluding candidate legal practitioners)  • CV'S For Practitioners with qualifications (Law Degree and Admission certificate)	12 years and Above	40
	6 – 11 years	30
	0 – 5 years	20
Local economic participation Local of business, (proof of Municipal rates and taxes account or valid lease agreement accompanied by the lessor's municipal rates and taxes should be provided or proof of company's registration address)	Company located within the Free State and Northern Cape Provinces – <b>20 Points</b>  Company located outside the Free State and Northern Cape Provinces area of supply – <b>5 Points</b>  (Vaal Central Water Board reserves the right to inspect the Facilities)	20

***In order to qualify for the second round of evaluation the tenderers must score a minimum of 70 functionality points.***



**THE FOLLOWING DISCIPLINES ARE REQUIRED BY VAAL CENTRAL WATER. BIDDER MUST SELECT THE DISCIPLINES TO BE CONSIDERED FOR.**

Discipline	Please select [X] the discipline you wish to be considered for	Number of firms to be appointed
<b>Labour Dispute</b> <ul style="list-style-type: none"> <li>➤ Labour Court Litigation</li> <li>➤ CCMA (where applicable)</li> <li>➤ Bargaining Council (where applicable)</li> </ul>		<b>Maximum of 5 Firms to be appointed (5 highest scoring bidders)</b>  <b>Points scoring to be applied</b>
<b>Civil Litigation</b> <ul style="list-style-type: none"> <li>➤ High Courts</li> <li>➤ Lower Courts</li> <li>➤ Evictions</li> </ul>		<b>Maximum of 15 Firms to be appointed (15 highest scoring bidders)</b>  <b>Points scoring to be applied</b>
<b>Construction disputes</b> <ul style="list-style-type: none"> <li>➤ High court proceedings</li> <li>➤ Arbitration proceedings</li> </ul>		<b>Maximum of 15 Firms to be appointed (15 highest scoring bidders)</b>  <b>Points scoring to be applied</b>
<b>Property Law and Town Planning.</b> <ul style="list-style-type: none"> <li>➤ Property and Servitudes Registrations and Conveyancing</li> <li>➤ Town Planning Litigation</li> </ul>		<b>Maximum of 15 Firms to be appointed (15 highest scoring bidders)</b>  <b>Points scoring to be applied</b>
<b>Environmental law</b> <ul style="list-style-type: none"> <li>➤ Legal opinions</li> <li>➤ Regulatory compliance reviews</li> </ul>		<b>Maximum of 15 Firms to be appointed (15 highest scoring bidders)</b>
<b>Advisory</b> <ul style="list-style-type: none"> <li>➤ Legal Opinions</li> <li>➤ Investigations Reviews</li> </ul>		<b>Maximum of 15 Firms to be appointed (15 highest scoring bidders)</b>
<b>Facilitation and Training</b> <ul style="list-style-type: none"> <li>➤ Facilitation and training on legislation and regulations</li> </ul>		<b>Maximum of 15 Firms to be appointed (15 highest scoring bidders)</b>

<b>General Legal Administration</b> <ul style="list-style-type: none"> <li>➤ Regulatory Compliance reviews</li> <li>➤ Contract drafting and administration</li> <li>➤ And Other</li> </ul>		<b>Maximum of 15 Firms to be appointed (15 highest scoring bidders)</b>  <b>Points scoring to be applied</b>
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### Third Stage: Price and B-BBEE Scoring

Bidders who meet the overall 70 Points threshold will be evaluated in terms of the 80/20 or 90/10 preference point system, where a maximum of 80/90 points are allocated for price and a maximum of 20/10 points are allocated in respect of Specific Goals of the Bidder.

#### 1. PRICING/ FEE/ TARIFF STRUCTURE

##### 1.1 PRICING SCHEDULE FOR ALL PRACTITIONERS EXCLUDING CONVEYANCING :

1.1.1 The Bidders are to use the Gazetted fees schedule as a base for their fees:

SENIORITY OF RESOURCE	HOURLY RATE (INCLUDING VAT)
Lead legal Practitioner – Director / Partner	
Lead Legal Practitioner – Associate	
Professional Assistant / Associate	
Candidate Legal Practitioner	

##### 1.1.2 PRICE SCHEDULE (A) MAGISTRATES COURT FEES

ITEM	DISCRIPTION	SCALE A	SCALE B	SCALE C	SCALE D
1.	Drawing summons per page				
	Drawing particulars of claim/declaration per page				
2.	Appearance per hour or part thereof				
3.	Drawing up court documents per page				
4.	Preparation of trial per quarter of an hour				
5.	Sorting and paginating per page				
6.	Day fee				
7.	Drawing of letter per folio				
8.	Attendance to receive letter per page				
9.	Perusal of documents per page				
10.	Telephone calls per 5 minutes				
11.	Consultation per quarter of an hour				
12.	Travelling time per quarter of an hour				
13.	Travelling costs per km				

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14.	Waiting time at court per quarter of hour				
15.	Attendance at settlement negotiation per				
16.	Attend to research per quarter of an hour				
17.	Attendance for index and paginating per				
18.	Copy per page				
19.	Attendance for sending an email and fax				
20.	Attendance to draw heads of arguments				
	Total Amount	R	R	R	R
				TOTAL	R

### 1.1.3 COST BREAKDOWN PRICE SCHEDULE PRICING SCHEDULE

HIGH COURT / LABOUR COURT TARIFFS			
ITEM	DISCRIPTION	ATTORNEY	CANDIDATE ATTORNEY
1.	Drawing summons per page		
	Particular of Claim/Declaration per page		
2.	Appearance per hour quarter of an hour or part thereof By an Attorney Senior Attorney		
3.	Drawing up court documents per page		
4.	Preparation of trial		
5.	Sorting and paginating per page		
6.	Day fee		
7.	Drawing of letter per folio		
8.	Attendance to receive letter per folio		
9.	Perusal of documents per page		
10.	Telephone calls per 5 minutes		
11.	Consultation per quarter of an hour		
12.	Travelling time per quarter of an hour		
13.	Travelling costs per km		
14.	Waiting time at court per quarter of hour		
15.	Attendance at settlement negotiation per quarter of an hour or part thereof		
16.	Attend to research per quarter of an hour		
17.	Attendance for index and paginating of court file per quarter of an hour. Service and filing per quarter of an hour		
18.	Copy per page		
19.	Attendance for sending an email and fax		
20.	Attendance to draw heads of arguments per quarter of an hour, including the drawing, service and filing		

	<b>Total Amount</b>	<b>R</b>	<b>R</b>
		<b>TOTAL AMOUNT (ATTORNEY + CANDIDATE ATTORNEY)</b>	<b>R</b>

- 1.1.4 A bill or invoice shall be broken down per item with full description , in accordance with dates and with full narration.
- 1.1.5 In addition to the tariff set out above the Entity shall pay the Bidder for disbursements incurred in providing the **Services**, subject to the following provisions:
- 1.1.5.1 All disbursements shall be charged at actual costs without any margin or mark-up.
- 1.1.5.2 No travelling expenses may be charged for travel within 30km of the Entities offices
- 1.1.5.3 The Entity will not pay for perusal fees of the correspondent.
- 1.1.5.4 The Entity will not pay for perusal fees of the correspondent. The correspondent acts as an address for service of documents unless prior approval is obtained in writing from the Entity.
- 1.1.5.5 The successful Bidder must verify and validate the disbursements before submission to the Entity.
- 1.1.6 Where travelling may be required with the prior written approval of the Delegated Official of the Entity, expenses may be charged subject to the following limitations:
- 1.1.6.1 Air-fare - economy class tickets;
- 1.1.6.2 Car hire – Group B vehicles;
- 1.1.6.3 Own vehicle – cost per kilometer calculated in accordance with the SARS rates in respect of a petrol vehicle with an engine capacity of 1600 cc; and
- 1.1.6.4 Accommodation – shall be charged for bed-and-breakfast establishments with a maximum of a three-star rating.
- 1.1.7 The Entity will pay only for one resource unless prior approval is obtained in writing by the Entity
- 1.1.8 Attendance per day capped at 8 (eight) hours unless prior approval is obtained in writing by the Entity
- 1.1.9 The Entity will only pay for delivery, service and filing of documents at the kilometer rate as detailed on 1.1.6.3 above.
- 1.1.10 The Entity will only pay a maximum of half the hourly rate spent on travelling time
- 1.1.11 The Entity reserves its rights herein to arrange the necessary travel arrangements for the successful Bidder.
- 1.1.12 No appointment of Counsel/ Advocates shall be done without the prior written approval of the Entity.

- 1.1.13 Where provision of fees and disbursements are not provided for in the tariffs structure, the practice shall negotiate and agree with the Entity in writing on the applicable tariffs.

## **1.2 PRICING SCHEDULE FOR CONVEYANCERS**

**BIDDERS FOR CONVEYANCING SERVICES WILL BE REMUNERATED ACCORDING TO THE GUIDELINE FOR CONVEYANCING FEES PUBLISHED BY THE LAW SOCIETY OF SOUTH AFRICA.**

**NOTE: The above Pricing Schedule for the appointed Bidder for the provision of legal services shall be for the initial year of services, thereafter, it shall be negotiated annually three (3) months prior to the anniversary of the contract.**

## **BID SPECIFICATION FOR THE APPOINTMENT OF A PANEL OF LEGAL PRACTITIONERS TO PROVIDE VAAL CENTRAL WATER WITH LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS**

### **SCOPE OF WORK, EVALUATION CRITERIA AND METHODOLOGY**

#### **1. BACKGROUND OF VAAL CENTRAL WATER**

Vaal central water is a Water board which is classified as a state-owned Entity, categorized as a schedule 3B, National Government Enterprise, established in terms of Section 28 of Water Service Act No. 108 of 1997 and Public Finance Management Act No.1 of 1999.

The Entity's mandate is , derived from the Water Services Act 108 of 1997, it is to supply bulk water within its service areas, encompassing the southern and central Free State and Northern Cape provinces. The Entity is responsible for planning, developing, operating, and maintaining water infrastructure, managing financial affairs, securing raw water resources, and fostering stakeholder partnerships to ensure sustainable, reliable, and high-quality water services delivery.

#### **2. SPECIAL INSTRUCTIONS TO BIDDERS**

- 2.1 The bidder must be an eligible, registered service provider in terms of the applicable laws of the country and included in the National Treasury Central Supplier Database (CSD).
- 2.2 Bidders are required to provide full and accurate responses to the mandator requirements as stated in this document.
- 2.3 Bidders are informed that failure to comply fully with the mandatory requirements will nullify their bids for further evaluation.
- 2.4 Bid Proposals must be clearly indexed, and cross referenced to a Table of Contents.
- 2.5 The evaluation criterion that were published with the Request for Proposal/Bids will be used to assess bidders' responses and no amendment after the closing of a bid will be allowed.

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- 2.6 It is expected of bidders to have their tax matters in order when the proposals are submitted. The Entity reserves the right to confirm bidders' tax matters on the CSD prior to the award. Only tax-compliant bidders will be awarded contracts.
- 2.7 Companies or Director/s that are included on the National Treasury register of Restricted Suppliers and/or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.8 As prescribed, all Standard Bidding Documents (SBD) Forms – Returnable Documents) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid
- 2.9 The Legal Practitioner practicing for his own account, Director of the Bidder or Partner of the Bidder, as the case may be, must submit an affidavit with the Bid document, on oath or affirmation, confirming whether there exist current, or anticipated future conflicts of interest in respect of the Bidder in providing the services to the Entity . The affidavit must fully address the following aspects:
- 2.9.1 The details of any conflict of interests, actual or potential, which exist or might arise in connection with the Bidder's rendering of services to the Entity, how such conflicts of interest will be resolved in the event that the Bid is accepted by the Entity.
  - 2.9.2 That the Bidder undertakes to implement measures to ensure that the representation of the Entity will not create any conflict of interest involving the Bidder including the taking and receiving of future instructions from clients or correspondents.
  - 2.9.3 Identify any past, pending or threatened litigation and/or disciplinary proceedings to which the Bidder or any of its directors/partners are or were a party and which may affect the Bidder's reputation and/or could either materially impair the bidder's ability to perform the services or will and /or might materially adversely affect the financial status of the Bidder.
- 2.10 Should the parties at any time before and / or after the award of the proposal and prior to- the conclusion of the contract identify a perceived Conflict of Interest, the parties will endeavor by all means possible to resolve such perceived Conflict of Interest. However, if the parties fail to resolve the perceived Conflict of Interest, the Entity shall be entitled within 14 (fourteen) days of such failure to agree or resolve the conflict, withdraw the letter of award.
- 2.11 The Bidder must mark and clearly indicate on the front of their file(s) which Category they are submitting their proposal.

### 3. BACKGROUND OF THE BID

Due to the nature of the core business of the Entity, the entity sometimes finds itself having to deal with litigation. The Entity also deals with immovable properties and all matters ancillary to said properties and this creates a need for the appointment of Conveyancers. Despite the existence of a Legal services Unit, a need arises to outsource some of the services from time to time for purposes of protecting the interests of the Entity.

### 4. SCOPE OF WORK

4.1 The Entity requires the services of suitably qualified Bidders (Legal practices/Firms/Consultancies) to provide legal services, expertise and knowledge in the various fields of law as specified in the Categories below on "as and when required" basis, for a period of three (3) years.

4.2 The services required by the Entity **per specified Category** include but are not limited to:

Area of Work	Scope of Work	Skills Required
1. Corporate & Commercial law	<ul style="list-style-type: none"> <li>Advise on projects/ transactions of a corporate law nature, <i>inter alia</i> restructuring of state-owned enterprise,</li> <li>Advise on legal issues arising from assets, risk and debt management</li> <li>Draft, review and advise a broad range of complex commercial documents, contracts and MOUs .</li> <li>Provide legally sound opinions of a corporate law nature.</li> <li>Company law advisory work pertaining to state owned entities.</li> <li>Advise on compliance and regulatory matters and developing and implementing compliance programmes</li> <li>Conduct due diligence exercises</li> </ul>	<ul style="list-style-type: none"> <li>Experience in drafting of complex contracts</li> <li>Excellent research and drafting skills, for purposes of preparing legal opinions of a corporate law nature.</li> <li>Ability to work and delivery of specific outputs on time.</li> <li>Experience in providing advice in general commercial law.</li> <li>Knowledge of procurement law.</li> </ul>
2. Information technology	<ul style="list-style-type: none"> <li>Advise on all aspects of IT law, such as service level agreements pertaining to system integration, software and website development and other related matters.</li> <li>Advice on all aspects of Privacy and IT law and compliance,</li> <li>Assist in development of internal Privacy and IT policies in line with legal prescripts</li> <li>Advice on information security matters and Protection Of Personal</li> </ul>	<ul style="list-style-type: none"> <li>Extensive experience in IT law and cyber law.</li> </ul>

	<ul style="list-style-type: none"> <li>• matters relating to the category.</li> <li>• Conduct due diligence exercises</li> </ul>	
3. Labour and Employment	<ul style="list-style-type: none"> <li>• Provide legal opinions on labour, employment benefits and employment law related matters.</li> <li>• Provide end to end litigation services in terms of this category</li> <li>• Chairing and managing disciplinary hearings, incapacity and grievance hearing, arbitrations and other dispute resolution</li> <li>• Represent Vaal Central Water at the CCMA, Labour court and any other labour forum</li> <li>• Engage and conclude settlement agreements</li> <li>• Conduct due diligence exercises</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in labour and employment law litigation.</li> <li>• Understand the regulatory framework governing employment law .</li> <li>• An understanding of labour law and employment jurisprudence for purposes of providing legal opinions.</li> <li>• Knowledge of Bargaining Council and other dispute resolution fora.</li> </ul>
4. Pension	<ul style="list-style-type: none"> <li>• Provide legal advice on pension law.</li> </ul>	<ul style="list-style-type: none"> <li>• Experience, knowledge and Understanding of pension fund legal prescripts and administration of pension funds.</li> </ul>
5. Public Private Partnerships	<ul style="list-style-type: none"> <li>• Advise on the structuring of PPP projects</li> <li>• Draft and / or review and / or analyse project documentation,</li> <li>• Provide oral and written legal advice throughout the PPP cycle.</li> <li>• Risk identification, allocation and mitigation in PPP agreements.</li> <li>• Advise on legislative and regulatory compliance on matters relating to PPP's.</li> <li>• Advise on PPP policies and guidelines.</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge and experience in South African PPP market, factors driving the demand of PPP's, PPP regulatory framework</li> <li>• Skills and experience in infrastructure and the Water sector</li> </ul>
6. Litigation	<ul style="list-style-type: none"> <li>• Manage litigation on behalf of the Board and Vaal Central Water.</li> <li>• Develop and review appropriate litigation strategy in each matter.</li> <li>• Ensure effective and efficient litigation process is followed.</li> <li>• Collect litigation costs.</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge, experience and understanding of litigation processes and procedures in various forums including but not limited to the High Court, SCA, Constitutional Court, Labour Court, Equality Magistrate Court and Arbitration proceeding s</li> </ul>



	<ul style="list-style-type: none"> <li>• Provide custody of all pleadings and documents in litigation matters.</li> <li>• Provide oral and written legal advice throughout the litigation process.</li> <li>• Provide Strategic advice on settlement options and risk exposure</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive and coherent understanding of all laws that relate to the water sector and functioning of Water Boards</li> <li>• Right of appearance in the High Court</li> </ul>
7. Conveyancing and related matters	<ul style="list-style-type: none"> <li>• Registration of transfers of immovable property and servitudes</li> <li>• Draft and review lease agreements, and land acquisition contracts.</li> <li>• Advise on expropriation, land use rights, and infrastructure development.</li> </ul>	<ul style="list-style-type: none"> <li>• Registration as a Conveyancer ,</li> <li>• knowledge, experience and understanding of Conveyancing</li> </ul>
8. Environmental Law	<ul style="list-style-type: none"> <li>• Advise on compliance with environmental legislation</li> <li>• Support in licensing, water use authorizations, and environmental impact assessments.</li> <li>• Represent Vaal Central Water in disputes with regulators or affected communities.</li> </ul>	<ul style="list-style-type: none"> <li>• Extensive proven Knowledge and experience in Environmental law</li> </ul>
9. Cost Consultants	<ul style="list-style-type: none"> <li>• Drafting, presenting, settling, resettling and opposing bill of costs</li> <li>• Attending to taxation.</li> <li>• Provide legal advice and expertise in general</li> <li>• Negotiating settlements for cost disputes</li> <li>• Ensuring that costs are recovered efficiently and in compliance with regulations</li> </ul>	<ul style="list-style-type: none"> <li>• Extensive experience in legal costs</li> </ul>
10. General	<ul style="list-style-type: none"> <li>• Provide legal advice and expertise in matters of a general nature which include but are not limited to legislative drafting , policy development and training on legislation</li> <li>• Conduct due diligence exercises.</li> <li>• Conduct fraud investigations.</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge of cession agreements in the public sector.</li> <li>• Investigation skills.</li> <li>• Knowledge of criminal law.</li> <li>• Expertise in any other field of law</li> </ul>

### 4.3 Resources and Infrastructure

Bidder(s) must at least have the following resources and infrastructure:

- 4.3.1 Tools: computer, email, internet access, cellphone or telephone landline, photocopiers/scanners facilities, recording and transcription capabilities in respect of labour related hearings.
- 4.3.2 Licensed software compatible with the latest Office Suite Package Office 365

### 4.4 Human Resources

Bidders shall have human resource capacity and capabilities to support the provision of the services in the form of:

- 4.4.1 The Bidder must allocate a Lead Legal Practitioner who must be either at Director /Partner/ Sole Proprietor or Associate Level for each category they are bidding for.
- 4.4.2 Professional Assistants/Associate.
- 4.4.3 Candidate Legal Practitioners (Candidate Attorney or Pupil).
- 4.4.4 Administrative Support Staff.
- 4.4.5 Messenger/Driver.
- 4.4.6 In addition to the above (4.4.1 – 4.4.5) for the Labour and Employment Law category the following resources will be required:
  - 4.4.6.1 Senior investigator – Workplace misconduct and/or Complaints.
  - 4.4.6.2 Junior investigator – Workplace Misconduct and/or Complaints.

### 5. ADDITIONAL INFORMATION

- 5.1 The Bidder must submit a separate Bid for each Category that they are bidding for. Each Bid document must indicate the specific Category the Bidder is responding to and each file for the specific Category **must include all the required documents of this RFP and the specific Category** they are responding to.
- 5.2 Therefore, for bidders to be successful in each category they are bidding for they must be able to provide all the service specified in that category. Each Category will be evaluated independent of each other.
- 5.3 All qualifying Bidders will be listed on the Panel in the specific Category they have been awarded. The Entity reserves its rights herein to allocate work in accordance to its discretion.
- 5.4 The Successful bidder confirms that they will furnish the Entity with proof of insurance cover in respect of professional liability together with the signed contract to the amount not less than Twenty-Five Million Rand (R25m).

- 
- 5.5 The Entity will not accept any contract returned without the proof of insurance cover in respect of professional liability.
  - 5.6 The successful Bidder(s) shall maintain the validity of the cover under the policy for the duration of the contract period with the Entity.
  - 5.7 The validity of the cover under the policy must be provided yearly. If the bidder fails to submit the proof of valid cover under the policy, the Entity will not issue any requests for services until such proof has been submitted to the Entity.
  - 5.8 By submitting a proposal for this Bid, the Bidder confirms that they have read and understood the terms and conditions as set out in the attached Legal Services Panel Agreement (LSPA), which terms and conditions the Bidder, accept in the event that the Entity awards a contract to the Bidder pursuant to this Bid.
  - 5.9 The Entity reserves the right to remove a successful Bidder from the Panel if that Bidder does not meet the performance standards as per the LSPA or is found to be in contravention of the Legal Practice Act.
  - 5.10 The performance of successful Bidders shall be measured in terms of the LSPA and service levels shall be adhered to at all times.
  - 5.11 Successful Bidders agree that the Entity may, at its absolute discretion and costs, apply for security vetting and or clearance, background check of the resources assigned to carry out the Services. The Entity shall request the Bidder to replace any resource that has failed to obtain the requisite security clearance and or background check.
  - 5.12 The successful Bidder(s) shall at all times maintain an operational IT and telephony capability, and shall inform the Entity within 24 hours of any breakdown or other issue that may impact communication between the successful Bidder and the Entity
  - 5.13 Successful Bidders shall be required to ensure that at all materials times during the subsistence of the contract that they implement and enforce IT and physical security measures to protect the Entity's information (confidential, private, personal or sensitive) provided to the Bidder in the provision of the services.
  - 5.14 The Entity reserves its rights herein to conduct any inspection and/or audit of the Bidder's physical security measures in place to ensure compliance with the protection of its information.
  - 5.15 Successful Bidders will be required to provide monthly status report to the Entity for each category appointed for, on matters allocated at no additional cost.
  - 5.16 Successful Bidders will only be allowed to use other panelists (successful Bidders) as correspondent Legal Practitioners.
  - 5.17 Successful Bidders will be required to provide Commissioner of Oath services at no additional cost to the Entity.
  - 5.18 Successful Bidders will be required to remain in good standing with the Legal Practice Council for the duration of the contract. A valid certificate of good standing must be provided yearly and if there are any changes the Entity must be notified immediately of such change occurring. Failure to remain in good standing, the Entity will not issue any requests for services until such certificate has been submitted to the Entity.

**SBD 1**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER: VCW383/LEGAL36/24 CLOSING DATE: 31 October 2025 CLOSING TIME: 12:00

DESCRIPTION RE-ADVERT: APPOINTMENT OF A PANEL OF LEGAL EXPERTS AND ATTORNEYS TO RENDER  
LEGAL SERVICES TO VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND  
WHEN REQUIRED BASIS

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

**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			
		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
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE  
SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS</p>

THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).

- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

#### **ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Supply Chain Management

Tel: 051 - 403 0800

Fax: 051 – 422 5333

Email: [bids@vcwater.co.za](mailto:bids@vcwater.co.za)

#### **ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Ms Thandiwe Metsing

Legal Department

Tel: 051-403 0800

Fax: 051-422 5333

E-mail: [thandiwem@vcwater.co.za](mailto:thandiwem@vcwater.co.za)

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**SBD 3.3**

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... BID NO.: .....

CLOSING TIME 12:00

CLOSING DATE: **31 OCTOBER 2025**

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

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

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-----	-----	R-----
-----	-----	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, e.g. 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

.....  
 .....  
 .....  
 .....



## 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<sup>1</sup> 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

<sup>1</sup> 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.

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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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

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<sup>2</sup> 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.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 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 allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Categories of specific goals	Requirements				
Blacks and people who had no franchise on national elections before 1994 constitution (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	3	2		
Women (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report	2	1		
Or	Or				
Youth (more than 50% ownership)	Certified ID copy and CIPC registration/ CSD report				
Or	Or				
People with disability (more than 50% ownership)	Medical report sanctioned by qualified professional and CIPC registration/ CSD report				
Located in a specific Local Area of Supply for work to be done	Official Municipal Rates Statement which is in the name of the bidder	10	4		
Free State and Northern Cape Provinces	Or Valid Lease agreement which is in the name of the bidder and the lessor.				

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 allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
	Or  Permission to Occupy from Local Chief in the case of Rural areas which is in the name of the bidder  (Vaal Central Water reserves the right to verify all addresses)				
Promotion of BBBEE companies	Sworn affidavits/ CIPC/ BBBEE certificate	5	3		
BBBEE Level 1		5	3		
BBBEE Level 2		2	1		
BBBEE Level 3		0	0		
BBBEE Level 4+		0	0		
Total Points		20	10		

**THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.**

**A: BBEEE for EME and QSE**

- Sworn affidavit signed by the company representative and attested by a Commissioner of Oaths
- A certified copy of a BBBEE certificate
- CIPC registration / CSD report

**B: Women Owned Companies of Ownership**

- Certified RSA identity document
- CIPC registration / CSD report

**C: Youth Owned Companies or Ownership**

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.
- Certified RSA identity document
- CIPC registration / CSD report

**D: Persons with Disability Owned Companies or Ownership**

- Medical report sanctioned by qualified professional and
- Certified RSA identity document

- CIPC registration / CSD report

**E: Locality of supplier. Tenderers should complete one relevant row for points claimed.**

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months. (If the landlord does not have a stamp, please attach the lease agreement and landlord's municipal account statement).
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths **must** be attached indicating that the company/enterprise is operating from the stated address, **accompanied** by their municipal rates and taxes statement (not older than three (3) months).

**NB: If no proof is attached the tenderer will not be awarded the points claimed.**

**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:** .....  
.....  
.....  
.....

## 1. GENERAL

### 1.1 Actions

- 1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in item 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

## 1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

## 1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

## 1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

## 1.5 The Employer's right to accept or reject any tender offer

- 1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-  
due to changed circumstances, there is no longer a need for the services, works or goods requested; or  
funds are no longer available to cover the total envisaged expenditure; or  
no acceptable tenders are received.
- 1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.
- 1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

## **1.6 Procurement procedures**

### **1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **1.6.2 Competitive negotiation procedure**

- 1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- 1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- 1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- 1.6.2.4 The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.

### **1.6.3 Proposal procedure using the two stage-system**

#### **1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **1.6.3.2 Option 2**

- 1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- 1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **2. TENDERER'S OBLIGATIONS**

### **2.1 Eligibility**

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **2.2 Cost of tendering**

- 2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- 2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **2.7 Site visit and clarification meeting**

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the tender data.

## **2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## **2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## **2.10 Pricing the tender offer**

- 2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **2.12 Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- 2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

## **2.13 Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

## **2.14 Information and data to be completed in all respects**

Accept that the tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as being non-responsive.

## **2.15 Closing time**

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- 1.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

## **2.16 Tender offer validity**

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of .2.13 with the packages clearly marked as "SUBSTITUTE"

## **2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause .2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

## **2.18 Provide other material**

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

## **2.19 Inspections, test and analysis**

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

## **2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

## **2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

## **2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

# **3. EMPLOYER'S UNDERTAKINGS**

## **3.1 Respond to requests from the tenderer**

3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

## **3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

## **3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.



### **3.4 Opening of tender submissions**

- 3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request

### **3.5 Two envelope system**

- 3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **3.8 Test for responsiveness**

- 3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
  - a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- 3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
  - a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non- conforming deviation or reservation.

### **3.9 Arithmetical errors, omissions and discrepancies**

- 3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:
  - a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices.
- 3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender as tendered or accept the corrected total of prices.
- 3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows.
  - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### 3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### 3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### 3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **3.14 Prepare contract documents**

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **3.16 Registration of the award**

An employer must within twenty-one (21) days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

### **3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**END OF SECTION**

**VCW383/LEGAL36/24**

**VCW383/LEGAL36/24: APPOINTMENT OF A PANEL OF LEGAL EXPERTS TO RENDER LEGAL  
SERVICES TO VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN  
REQUIRED BASIS)**

**PART C1 : AGREEMENTS AND CONTRACT DATA**

<b>C1.1</b>	<b>Form of Offer and Acceptance .....</b>	<b>C1 - 2</b>
<b>C1.2</b>	<b>Contract Data .....</b>	<b>C1 - 7</b>
	<b>Part 1: Data provided by the Employer .....</b>	<b>C1 - 7</b>
	<b>Part 2: Data provided by the Service Provider .....</b>	<b>C1 - 10</b>
<b>C1.3</b>	<b>Standard Professional Services Contract.....</b>	<b>C1 - 11</b>

## C1.1 Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the outline the appointment of Service Provider for **APPOINTMENT OF A PANEL OF LEGAL EXPERTS AND ATTORNEYS TO RENDER LEGAL SERVICES TO VAAL CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

We understand that you are not bound to accept the lowest or any bid you may receive.

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) .....Rand.

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the consultant in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

.....  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

PROJECT NUMBER: VCW383/LEGAL36/24

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Signatures

Name(s)

Capacity

Vaal Central Water, 2 Mzuzu Street, Pellissier, 9322

**for the  
Employer**

Name &  
signature of  
witness

Date

## Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

- any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such an agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
  4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject .....  
Details .....  
.....  
.....

2 Subject .....  
Details .....  
.....  
.....

3 Subject .....  
Details .....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....

5 Subject .....  
Details .....  
.....  
.....

**CONFIRMATION OF RECEIPT**



PROJECT NUMBER: VCW383/LEGAL36/24

---

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 20\_\_\_\_\_ (year) at \_\_\_\_\_  
\_\_\_\_\_ (place)

**For the Service Provider Firm:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Capacity

**Signature and name of witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**Annexure A**  
**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 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.

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## General Conditions of Contract

**1. Definitions** 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

**8.  
Inspections,  
tests and  
analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



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.

under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

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

the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26.  
Termination  
for  
insolvency**

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

**27.  
Settlement  
of  
Disputes**

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

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

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

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

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

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

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

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

**28.  
Limitation of  
liability**

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29.  
Governing  
language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30.  
Applicable  
law**

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

**31. Notices**

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

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

**32. Taxes  
and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**3. 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.

General Conditions of Contract (revised February 2008)

PROJECT DESCRIPTION: APPOINTMENT OF A PANEL OF LEGAL EXPERTS AND ATTORNEYS TO RENDER LEGAL SERVICES TO VAAL  
CENTRAL WATER FOR A PERIOD OF THREE YEARS ON AS AND WHEN REQUIRED BASIS



PROJECT NUMBER: VCW383/LEGAL36/24

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