



## WALTER SISULU LOCAL MUNICIPALITY

**Appointment of a Panel of Professional Service Providers to Provide Civil Engineering Services For Walter Sisulu Local Municipality For a Period OF 3 Years**

<b>BID NO.</b>	<b>25/2025/2026</b>
<b>PUBLISH DATE:</b>	<b>03 October 2025</b>
<b>VALIDITY PERIOD:</b>	<b>90 days from the closing date</b>
<b>BRIEFING DATE:</b>	<b>Not Applicable</b>
<b>CLOSING DATE:</b>	<b>03 November 2025</b>
<b>CLOSING TIME:</b>	<b>12:00 pm</b>
<b>BID RESPONSES MUST BE HAND DELIVERED/ COURIERED TO ADDRESS:</b>	<div style="border: 1px solid black; padding: 5px;"> <b>WALTER SISULU LOCAL MUNICIPALITY</b>  <b>APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE CIVIL ENGINEERING SERVICES FOR WALTER SISULU LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS</b>  <b>No.1 Jan Greyling Street</b>  <b>Burgersdorp</b>  <b>9744</b>  <b>Contact Person: Ms Chwayita Wolsak</b>  <b>Tel: 051 653 1777</b> </div>
<b>NB: Bidders must ensure that they sign the register at the reception when delivering their bids</b>	
<b>BIDDER NAME:</b>	
<b>CSD NUMBER:</b>	
<b>SARS PIN:</b>	
<b>BID AMOUNT: R890.00</b>	



**BID NOTICE FOR TENDERS**  
**APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE CIVIL ENGINEERING SERVICES FOR WALTER SISULU LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS AS OUTLINED BELOW:**

Project Description	Compulsory Briefing Session	Advertisement Bid Number	Closing Date	Enquiries
Appointment of a Panel of Professional Service Providers to Provide Civil Engineering Services for Walter Sisulu Local Municipality for a Period of 3 Years	N/A	Bid No:25/2025/2026	Date:3/11/2025  Time : 12H00	Technical Enquiries may be directed to Ms Z Maqhinyana at 051 653 1777 or <a href="mailto:zolile.maqhinyane@wslm.gov.za">zolile.maqhinyane@wslm.gov.za</a>  SCM Enquiries may be directed to Ms Chwayita Wolsak at 051 653 1777 or <a href="mailto:chwayita.wolsak@wslm.gov.za">chwayita.wolsak@wslm.gov.za</a>

**Bidders must take note of the following bid conditions:**

Walter Sisulu Local Municipality is inviting suitable, qualified and experienced service providers for a Panel of Professional Service Providers to Provide Civil Engineering Services for Walter Sisulu Local Municipality for a Period of 3 Years. Contract will be based on the National Treasury General Condition of Contracts. The bids will be evaluated based on the Preferential Procurement Policy Framework Act (Act No. 5, 2000), and the revised regulations pertaining thereto 2022.

Bid documents are obtainable as from 1<sup>st</sup> October 2025, at No 1 Jan Greyling Street, Walter Sisulu Local Municipality's Cashiers Offices during office hours between 08h00 to 15h00 upon a payment of a non-refundable document fee of R890.00. Alternatively, the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)) and the WSLM's website.

Banking Details - Walter Sisulu Local Municipality, FNB, 62476326965 (the proof of payment must reflect the bid number and bidder's name as reference).

**Failure to submit or complete compulsory information will result in the tender being non-responsive.**

Prospective service providers are advised to submit company profiles with the following compliance requirements:

Company Registration Documentation

Valid Tax Clearance Certificates or Tax PIN code

Central Supply Database (CSD) Supplier Number and Summary Report thereof

Submission of Municipal rates and taxes or Municipal services invoice issued to the bidder (Company) and all Directors by the relevant Municipality or entity. The Municipal rates and taxes must not be in arrears.

All bidders must submit latest Municipal Rates and Services Statement of the Company, and for all its Directors from their respective Municipalities and must not be older than three months, showing that they do not owe their respective Municipality more than 90 days or attach a valid signed lease agreement, signed by both Lessor and Lessee. If exempted, please attach a letter of exemption from the respective Municipality's revenue office, the letter must be on the letter head of the Municipality, signed and stamped.

Failure to complete ALL MBD forms as stipulated in the Tender Document will result in a tender being deemed non-responsive

**NB: No quotations will be considered from persons in the service of the state.**

**Failure to comply with the above conditions will invalidate your offer.**

The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates, taxes and Municipal Charges.

The Walter Sisulu Local Municipality does not bind itself to accept the lowest or any bid

All alterations in prices/quotes must be signed for and failure to sign will result in tender being deemed non-responsive.

Use of tip-ex is prohibited and the bidder will be deemed non-responsive

**Evaluation Criteria**

Evaluation on functionality for Bid Numbers: 25/2025/2026

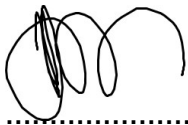
Bidders will have to score minimum points of 60 out of 80 points.

The specifications, detailed functionality including mandatory documents (eligibility criteria) and bid conditions are attached in the tender documents.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender data and tender documents.

Completed bid documents and supporting documentation are to be placed in a sealed envelope endorsed with **“NOTICE NO: 25/2025/2026 APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE CIVIL ENGINEERING SERVICES FOR WALTER SISULU LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS”** must be delivered to **Walter Sisulu Local Municipality, at No. 1 Jan Greyling Street, Burgersdorp, reception area, and placed in the Tender Box not later than 12H00 Noon on 03 November 2025** at which time the tenders will be opened in public.



.....  
**MR K GASHI**  
**MUNICIPAL MANAGER**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WSLM</b>					
BID NUMBER: 25/2025/2026		CLOSING DATE:03/11/2025		CLOSING TIME:	12:00
DESCRIPTION	<b>APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE CIVIL ENGINEERING SERVICES FOR WALTER SISULU LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>NO 1 JAN GREYLING STREET</b>					
<b>BURGERSDORP</b>					
<b>9744</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
VERIFICATION CERTIFICATES BLACK OWNED, YOUTH, WOMEN, DISABLED, LOCALITY, MILITARY VETERANS [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL OR SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM DEPARTMENT		CONTACT	Mr Zolile Maghinyana	

		PERSON	
CONTACT PERSON	Ms Chwayita Wolsak	PHONE NUMBER	051 653 1777
TELEPHONE NUMBER	051 653 1777	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	051 653 0056	E-MAIL ADDRESS	<a href="mailto:zoliile.maghinyane@wslm.gov.za">zoliile.maghinyane@wslm.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Chwayita.wolsak@wslm.gov.za">Chwayita.wolsak@wslm.gov.za</a>		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

BIDDER'S OFFICIAL STAMP:

DATE: .....

## **SECTION 1**

### **INDICATIVE SCOPE OF WORKS/TERMS OF REFERENCE**

## **1. PROJECT BRIEF**

1.1. The Walter Sisulu Local Municipality (WSLM) hereby invites suitably qualified and experienced Civil Engineering Professional Service Providers (PSPs) to submit expressions of interest to be considered for inclusion in its panel of accredited service providers. The Municipality seeks to establish a panel of Civil Engineering PSPs to provide services in various fields, including but not limited to Roads and storm water, Sport fields facilities, Community Walls and Structural Engineering. Interested PSPs are invited to apply for registration to the WSLM Panel, which will remain active for a period of thirty-six (36) months.

## **2. BACKGROUND**

2.1. Walter Sisulu Local Municipality (WSLM) The objectives of this Invitation is to establish a panel of accredited professional service providers desirous of being considered in relation to any procurement processes to be followed by the Walter Sisulu Local Municipality relative to any services which may be required by the Walter Sisulu Local Municipality in the field/s of expertise of such accredited professional service providers.

2.2. The panel will be established for a period of three years (36 Months) and the required services will be sought from the panel subject to the Supply Chain Management Policy of Walter Sisulu Local Municipality.

## **3. PROJECT OBJECTIVES**

The Walter Sisulu Local Municipality is in the process of establishing the Panel of Professional Service Providers which will be convened for a period of 36 months for achieving to mention few the following objectives:

- Conducting feasibility studies, pre-planning, detailed planning, formulation of Business Plans, Market Research;
- Development of infrastructural designs, specification, technical documentation, etc;
- Assist WSLM with activities related to planning, implementation, monitoring and evaluation;
- Improve budget management and spending, project and programme implementation;
- Conducting of Social Facilitation Services and Public Participation services;
- Engineering services such as hydrology, civil engineering, etc;
- Property valuation and property development projects;
- Urban and Regional planning – Rural and Small town revitalization.

## **4. SPECIFICATION AND REQUIREMENTS**

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



- 4.1. Each Bidder must submit proof of its registration with the relevant professional body. Failure to do so will render the application **non-responsive**. Professional Service Providers should possess professional certification e.g. ECSA, CESA etc.
- 4.2. Will be able to deliver on their obligation in respect of professional service provider by Walter Sisulu Local Municipality as per the scope that will be determined;
- 4.3. Will have the necessary capacity, skills and experience to perform quality work, partner or director should at least have an NQF level 7 qualification and be certified professional by an association certified by council.
- 4.4. The bidder must provide details of the professional team including years of experience, assignment in which the member will be involved, for each Curriculum Vitae attached.
- 4.5. The successful bidder placed in the panel/database shall ensure that the personnel presented to Walter Sisulu Local Municipality is in line with the proposal submitted, and the team member who exit the employment is substituted by a personnel with similar experience, registration and qualification. Must serve a 30 day notice for any replacement.
- 4.6. Each Bidder should submit proof that it is registered on the National Treasury Central Supplier Database.
- 4.7. Each Bidder should submit a SARS Tax Clearance Certificate issued in respect of Good Standing.
- 4.8. Certified ID copies of owners/Directors/ Key decision Makers;
- 4.9. The following information must be provided:
  - i. Managerial and Staffing composition.
  - ii. Company profile which includes company registration documents
- 4.10. Provide certified copy as proof of registration with South African Professions Council or acknowledge bodies;
- 4.11. Panel members will be appointed for a period of thirty six (36) months;
- 4.12. Professional service providers registered on Walter Sisulu Local Municipality panel will be required to sign a Service Level Agreement (SLA) as when allocated a specific project.
- 4.13. Applications to be signed by an agent or consortium/joint venture member must be accompanied by a duly authorized power of attorney/resolution and those signed on behalf of a Company, Close Corporation or Trust, must be accompanied by a certified extract of the Company's, Close Corporation's or Trust's minutes in terms of which such signature is authorized.
- 4.14. Details of the geographic location of the Bidder's practice. PSP's who are located within the Walter Sisulu Local Municipality will have more selection advantage more than those who are located in other parts of the country (as detailed in the Functionality Criteria Section);
- 4.15. Walter Sisulu Local Municipality requires a panel of experienced PSP's hence the selection criteria will favor those who will submit copies of relevant projects completion certificates or stamped reference letters;
- 4.16. Professional Service Providers should submit a Professional Indemnity Insurance cover.
- 4.17. Details of technical professional services provided by the Bidder to any organ of state in the last five (5) years.

- 4.18. A detailed company profile, curriculum vitae(s) of all professional(s) of the Bidder, including full details of qualifications, relevant experience in a technical field(s) and traceable project references, with project values.

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

- 5.1. The Walter Sisulu Local Municipality reserves the right not to make any appointment from the bidders.
- 5.2. Walter Sisulu Local Municipality reserves the right to cancel this appointment and pursue an alternative course of action at any time without incurring any liability towards any bidder.
- 5.3. Bidders are advised that their submissions will not automatically give rise to any contractual obligations on the part of Walter Sisulu Local Municipality.
- 5.4. EOI submitted by electronic transmission or faxed will not be accepted.
- 5.5. Late and incomplete applications will not be accepted.
- 5.6. Receipt by the Walter Sisulu Local Municipality of the Bidder's response shall not in any manner whatsoever oblige the Walter Sisulu Local Municipality to enter into any negotiations or to enter into any contract with the Bidder.
- 5.7. A compliant Central Supplier Database registration report must be submitted or alternatively produce CSD number.
- 5.8. Service providers' Tax obligations must be in good standing and a valid Tax Clearance Certificate, issued by the South African Revenue Services or another proof document SARS which will be verified by Walter Sisulu Local Municipality may be submitted. Only bidders whose tax matters are in good standing will be considered.
- 5.9. Submission of Municipal rates and taxes or Municipal services invoice issued to the bidder (Company) and all Directors by the relevant Municipality or entity. The Municipal rates and taxes must not be in arrears.
6. All bidders must submit latest Municipal Rates and Services Statement of the Company, and for all its Directors from their respective Municipalities and must not be older than three months, showing that they do not owe their respective Municipality more than 90 days or attach a valid signed lease agreement, signed by both Lessor and Lessee. If exempted, please attach a letter of exemption from the respective Municipality's revenue office, the letter must be on the letter head of the Municipality, signed and stamped.
- 6.1. Bidders received after the specified Closing time and date, will not be considered and accepted.
- 6.2. No services shall be rendered before an official Walter Sisulu Local Municipality letter of appointment has been offered and accepted.
- 6.3. The Walter Sisulu Local Municipality may request written clarification or further information regarding any aspect of documents submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their applications may be disqualified.
- 6.4. Any Bidder:
- a. having a conflict of interest in respect of the transaction for which the response is submitted or in the Service of the State; and/or

- b. having been convicted for fraud or corruption within a five year period prior to the submission of its response; and/or
  - c. who has wilfully neglected, reneged on or has failed to comply with a government or local government contract within a five year period of the submission of its response; and/or
  - d. has outstanding tax obligations to the South African Revenue Services in respect of which arrangements have not been made; and/or
  - e. is in arrear in respect of charges payable to the Walter Sisulu Local Municipality in terms of Section 118 of the Municipal Systems Act and has failed to make suitable arrangements to settle such arrears; will be disqualified.
- 6.5. Any costs and/or expenses incurred by any Bidder in submitting its response shall be for the exclusive account of the Bidder and that Walter Sisulu Local Municipality shall not be liable in this respect whatsoever.
- 6.6. The bidder acknowledges and agrees that it shall have no claim or claims whatsoever against the Walter Sisulu Local Municipality , including claims for damages whether direct, indirect or consequential, arising from and/or pursuant to and/or in relation to the submission by the Bidder of its response pursuant to the bidder having been invited to submit same in terms of this documentation.
- 6.7. The Walter Sisulu Local Municipality shall be entitled to list a Bidder as an accredited professional service provider in respect of the discipline/s applied for and to maintain such listing for as long as the Bidder complies with the pre-qualification criteria herein contained.
- 6.8. The Bidder acknowledges that this invitation for it to submit a response to Walter Sisulu Local Municipality as constituted by this document, does not confer on the Bidder any legal right or entitlement or legitimate expectation in relation to the Walter Sisulu Local Municipality and the Bidder acknowledges that this invitation similarly does not impose or create any obligation on the Walter Sisulu Local Municipality to be discharged in favour of the Bidder.
- 6.9. Walter Sisulu Local Municipality, notwithstanding this invitation and the appointment of any Bidders to any of the panels, reserves the right to follow a separate and complete competitive bidding process in respect of the procurement of any goods or services, notwithstanding that such goods and/or services may be supplied or available from Bidders appointed to any panel.
- 6.10. Bidders should note that inclusion into this panel list in no way guarantees the award of work by the Walter Sisulu Local Municipality.
- **N.B: Completion of the returnable relevant MBD forms is mandatory and failure to do so will render the bid application invalid. These forms must be completed in full on the original and must be signed.**

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

- 7.1. Bidders are required to express interest to be in the Walter Sisulu Local Municipality panel of professional service providers.
- 7.2. Once the panel has been approved, only those successful bidders will be approached by obtaining quotations at the time when services are required. Where rates are not defined government gazette tariff shall be used.

7.3. Walter Sisulu Local Municipality has a right to limit and; or revise the work allocated to each PSP from time to time based on the demand and priorities by Walter Sisulu Local Municipality at that time.

## **7. SELECTION EVALUATION CRITERIA**

8.1. Bids will only be evaluated on the following criteria and bids that score less than **60 out of 80 points** will be considered as not responsive: Only those bidders that pass the minimum threshold of 60 points will be appointed to the panel/database of service providers for a period of 36 months.

8.2. Upon registration of bids that meet the functionality minimum threshold, service providers on the panel will be invited to quote as when required, at which point the B-BBEE status and price points will be evaluated.

### **Functionality pre-evaluation criteria**

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

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

Key aspect of criterion	Basis for points allocation						Maximum Points	Verification Method	Additional comments
<b>EXPERIENCE OF THE BIDDER</b>  <b>(Max 30 Points)</b>	Points will be allocated based on Three successfully completed projects in these 3 different fields: sport field facility, Roads and Storm water and Community Facility. The projects must have been in a municipality or other government spheres.						<b>30</b>	Appointment letter, reference letter and Completion Certificate from a government entity (All to Be Certified)	Experience on previous contracts of a completed project with a similar scope.  Reference details must be valid in order to ensure gathering of relevant information. Experience must be on the design and construction supervision of these three different projects  <b>Tenderers must submit all three documents to be awarded the 10 points on each project. Failure to do so, no points will be allocated.</b>
	Points will be allocated based on Two successfully completed projects in these 3 different fields: sport field facility, Roads and Storm water and Community Facility						<b>20</b>	Appointment letter, reference letter and Completion Certificate from a government entity (All to Be Certified)	
	Points will be allocated based on One successfully completed project in these 3 different fields: sport field facility, Roads and Storm water and Community Facility						<b>10</b>	Appointment letter, reference letter and Completion Certificate from a government entity (All to Be Certified)	
<b>FINANCIAL REFERENCES</b> <b>(Max 10 Points)</b>	Bank rating of "C" or better						<b>5</b>	<b>Bank rating</b>	<b>Tenderers who do not submit any of the financial reference documents shall be disqualified and will not be considered further evaluation.</b>
	Guarantee / letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted						<b>5</b>		
<b>KNOWLEDGE AND EXPERIENCE</b> <b>(Max 40 Points)</b>	Personnel	10 Years'	More than 5 Years',	More than 3 Years', less	Less than 2	Less than 1 Years'	1. Lead Project Engineer/Manager max 10 points	1. Degree/ B-tech.	Copy of qualification

Key aspect of criterion	Basis for points allocation						Maximum Points	Verification Method	Additional comments
		Experience or more	less than 10 Years' Experience	than 5 Years' Experience	Years 'Experience but more than	Experience	2. Design Civil Engineer/Technologist- Max 10 points 3. Environmental Practitioner- Max 10 points	2. Professional registration. 3. Curriculum vitae (CV)	and professional registrations must be certified. All three documents as means of verification should be submitted. Failure to do so no points will be allocated
	Lead Project Engineer/Manager	10	8	5	2	0	4. Company Director- Max 10 points		
	Design Civil Engineer/Technologist	10	8	5	2	0			
	Environmental Practitioner	10	8	5	2	0			
	Director	10	8	5	2	0			
	<ul style="list-style-type: none"> <li>•Lead Project Engineer – with a Degree in Civil Engineering and registered as a Professional Engineer / Professional Technologist / (Pr Eng / Pr. Tech Eng / Pr), with minimum 10 years.</li> <li>•Design Civil Engineer/Technologist – with a Degree in Civil Engineering and registered as a Professional Engineer / Professional Technologist / (Pr Eng / Pr. Tech Eng / Pr), with minimum 10 years.</li> <li>•Environmental Practitioner – with Bachelor's Degree/B.Tech in Environmental Management/Science/Health</li> <li>•Company director with a Degree in Civil Engineering and registered as a Professional Engineer / Professional Technologist / (Pr Eng / Pr. Tech Eng / Pr), with minimum 10 years.</li> </ul>								

**A. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- The Walter Sisulu Local Municipality Supply Chain Management Policy will apply.
- All tenderers to provide proof that their municipal accounts are paid to date. **Noncompliance will lead to disqualification.**
- Bidders **must** be registered with the Treasury Central Supplier Database (CSD)
- Walter Sisulu Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- The award of this bid may be subjected to price negotiation with the preferred bidder(s)
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted;
- WSLM reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process;
- The WSLM Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid document.
- The following documents must be submitted with the tender document:
  - **A copy of your CSD Report**
    - Service providers who are not registered with the National Treasury Central Database of Suppliers must visit [www.csd@treasury.gov.za](mailto:www.csd@treasury.gov.za) to register their companies, after the completion of the registration report, a summary report must be included to their bid documents
  - Company Profile
  - Copy of SARS tax clearance certificate
  - Certified Copy or an original B-BBEE Certificate OR a Sworn Affidavit
  - Companies who bid as a joint venture must submit a consolidated B-BBEE Verification Certificate only for this bid.
  - Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement it will be automatically disqualified;
- In order to meet the requirements of the Eastern Cape Framework for Local Economic Development through Procurement Initiatives, preference will be given to contractors who reside within the immediate geographical locality of the reserve. In this regards the following hierarchy will be followed in order to effectively stimulate the local economy:
  - Service Providers within Ward Level
  - Service Providers within Local Municipality Level
  - Service Providers within District Municipality Level
  - Service Providers within Provincial Level

## **SECTION 2**

### **GENERAL CONDITIONS OF BID AND GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**



## **GENERAL CONDITIONS OF BID**

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### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "WSLM" in these conditions shall mean the Walter Sisulu Local Municipality.

### **2. EXTENT OF BID**

This contract is for – **APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE CIVIL ENGINEERING SERVICES FOR WALTER SISULU LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS**

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by WSLM will constitute a contract binding on both parties, and WSLM may require sureties to its satisfaction from the contractor, for the due fulfillment of this contract.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. **The lowest or any Bid will not necessarily be accepted.**

The WSLM wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with WSLM prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

WSLM shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify WSLM against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

## **7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

## **8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 90 days from the closing date as stipulated in the Bid document.

### **8.1 PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise WSLM of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the agency:

- [a] All expenses incurred by the agency to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the agency) Bid price (inclusive of escalation) accepted as an alternative by the agency from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

## **9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price, but must be shown separately (this applies only to VAT vendors).

## **10. PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the agency unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform

Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the agency at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

**12. DURATION OF THE BID**

Thirty Six (36) Months

**13. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the agency the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**14. CLOSING DATE / SUBMITTING OF BIDS**

Completed bid documents must be placed in a sealed envelope clearly marked:

**“APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS TO PROVIDE CIVIL ENGINEERING SERVICES FOR WALTER SISULU LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS BID No.:25/2025/2026**

**This bid document must be deposited in the Tender Box of Walter Sisulu Local Municipality, situated at No 1 Jan Greyling Street, Burgersdorp not later than 12h00 pm on 03 November 2025.**

**N.B. Bids which are not deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed bids will not be considered.**

# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

## NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

## **TABLE OF CLAUSES**

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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 anything of value to influence the action of a public official in the procurement process or in

contract execution.

- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually, on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subservice providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the



contract.

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

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **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 Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies

forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

### **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the

blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period Specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subservice provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the

supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 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.

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

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

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary

mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

### **32. Taxes and Duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.  
This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. Js General Conditions of Contract (revised July 2010)

## **SECTION 3**

### **LIST OF ANNEXURE (S)**

Fill in all forms included as annexure(s)

## **ANNEXURE A**

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### **DECLARATION OF INTEREST (MBD 4)**

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

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

(a) a member of –

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

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

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

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

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

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

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

3.9 Have you been in the service of the state for the past twelve months? ...**YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

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

.....

#### 4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number




.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## **ANNEXURE B**

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### **PREFERENCE POINT CLAIM FORMS (MBD 6.1)**

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Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

## **ANNEXURE C**

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### **CONTRACT FORM- RENDERING SERVICES (MBD 7.2)**

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

### CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and

conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRMM .....  
DATE .....

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

**CONTRACT FORM - RENDERING  
OF SERVICES PART 2 (TO BE  
FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the  
rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

## **ANNEXURE D**

---

### **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND  
 CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **ANNEXURE E**

---

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

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

---

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

---

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(BID Ref. Number and Description)

in response to the invitation for the bid made by:

---

(Name of Client Institution)

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

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

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **ANNEXURE F**

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### **POPIA COMPLIANCE**

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Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

## **POPIA COMPLIANCE**

### **CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPIA), FOR STAKEHOLDERS EXTERNAL TO THE JOGEDA**

#### **1. INTRODUCTION**

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

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

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

#### **2. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

- a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b) information relating to the education or the medical, financial, criminal or employment history of the person;
- c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
- d) the biometric information of the person;

- e) the personal opinions, views, or preferences of the person;
- f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- g) the views or opinions of another individual about the person; and
- h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

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

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

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

- a) regardless of form or medium, including any of the following: label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means; of, map, plan, graph or drawing  
information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
- i) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means; of, map, plan, graph or drawing
- ii) of, map, plan, graph or drawing  
photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
- b) in the possession or under the control of a responsible party;
- c) whether or not it was created by a responsible party; and
- d) regardless of when it came into existence;

#### **Examples of Personal Information include**

- A person's name and address (postal and email)
- Date of birth
- Statements of fact (factual statements)
- Any expression or opinion communicated about an individual
- Minutes of meetings, reports
- Emails, file notes, handwritten notes, sticky notes
- Photographs and virtual meeting and CCTV footage if an individual can be identified by the footage
- Employment and student applications
- Spreadsheets and/or databases with any list of people set up by code or student/staff
- Employment number
- Employment or education history



• **Special Personal Information Includes:**

- Any information relating to an individual's:
- Ethnicity
- Gender
- Religious or other beliefs
- Political opinions
- Membership of a trade union
- Sexual orientation
- Medical history
- Offences committed or alleged to have been committed by that individual
- Biometric details Children's details

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

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

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

- 3.1.1 comply with lawful obligations, including all applicable labour, tax and financial legislation and/or the B- BBEE laws;
- 3.1.2 to give effect to a contractual relationship as between you and WSLM and in order to ensure the correct administration of the relationship;
- 3.1.3 for operational reasons including the conducting of research;
- 3.1.4 to protect the legitimate interests of WSLM, yourself or a third party;

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

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

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

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

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

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

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

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

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

## **6. ACCESS BY OTHERS**

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

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

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

### **2. ACCURACY OF INFORMATION AND ONUS**

POPIA requires that all your Personal Information and related details, as supplied are complete, accurate and up to date. Whilst WSLM will always use its best endeavours to ensure that your Personal Information is reliable, it will be your responsibility to advise WSLM of any changes to your Personal Information, as and when these may occur.

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

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

### **4. COMPLAINTS**

You have the right to address any complaints regarding the processing of your Personal Information to the WSLM Accountant: Acquisition at [chwayita.wolsak@wslm.gov.za](mailto:chwayita.wolsak@wslm.gov.za) or you may approach to the Information

### **5. DECLARATION AND INFORMED CONSENT**

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

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

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

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

## **ANNEXURE G**

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

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

Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified colour copy of shareholders' / directors' IDs (in cases of sole proprietor, partnerships and close corporation). Failure to submit the foresaid documentation will lead to disqualification

**Company Registration & ID documents**

## ANNEXURE H

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### B-BBEE CERTIFICATE or SWORN AFFIDAVIT (CERTIFIED)

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

## **ANNEXURE I**

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### **COMPANY PROFILE & COMPANY REFERENCE EXPERIENCE**

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The Company profile and company experience must be attached to this Schedule

(a) Letters of Appointment, (b) relevant Completion Certificates and (c) Reference letters (Stamped by client)

## COMPANY'S EXPERIENCE

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past years. In support tenderers are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, (b) Completion Certificates and (c) Reference letters (Stamped by client). The Company Profile must be attached to this schedule & the company's experience must be indicated on the table which is provided below:

Criteria	Contract description	Value of Contract	Contract Period	References	
				Client	Contact person and Number
<i>(Bidder to issue project completion certificate or letter of confirmation of services contract completion from client/ employer)</i>	1.				
	2.				
	3.				
	4.				

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

.....  
**Date**

## **ANNEXURE J**

---

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

---

CV's, copies of qualifications and professional registration of the assigned personnel to be attached here

## HUMAN RESOURCES EXPERTISE - KEY PERSONNEL ASSIGNED TO THE WORK

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

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

**Note: Above is the team that will be allocated to work as resource allocated for this project**

.....  
Signature of Bidder

.....  
Date



## ANNEXURE K

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### CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

**(Attach the notarised joint venture agreement here)**

## CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

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

## **ANNEXURE L**

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### **RECORD OF ADDENDA TO SUBMISSION DOCUMENTS**

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Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

We confirm that the following communications received from the employer, amending the submission documents, have been taken into account in this submission.

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

Attach additional pages if more space is required.

Signed .....

Date .....

Name  
Enterprise.....

Position.....

## **ANNEXURE M**

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### **PROOF OF OFFICE ADDRESS**

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Attach a proof of company office address (Municipal account not later than 90 days or Municipal Clearance certificate or written and signed by both parties lease agreement and sworn affidavit or proof of address and affidavit from village residents only)

## **ANNEXURE N**

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### **CHECKLIST**

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Please fill in checklist to ensure that you have completed the bid document correctly

## **BID CHECK LIST**

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This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) All pages of the bid document have been read by the bidder.
- (b) All pages requiring information have been completed in black ink.
- (c) All MDB's bid forms have been read, completed and signed.
- (d) Surety details have been included in the bid (If applicable).
- (e) All sections requiring information have been completed.
- (f) The bidder has submitted the correct documentation, e.g., original and current certificates in terms of SARS and Levies, etc.
- (g) The bid document is submitted before 12h00 on the set/publicised due date at the designated bid box of the WSLM.
- (h) Offer transfer to MBD 1 in figures and amount failure will result to your bid being non responsive.