

VAAL-ORANGE CATCHMENT MANAGEMENT AGENCY

REQUEST FOR BID

BID NUMBER: VO 015-2026/2027

**APPOINTMENT OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICE TO VAAL ORANGE CATCHMENT
MANAGEMENT AGENCY OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

ISSUE DATE: 06 OCTOBER 2026

CLOSING DATE: 27 OCTOBER 2026 AT 11:00am

SUBMIT QUOTATIONS DOCUMENTS TO: e-Tenders

TENDER NAME :

CSD SUPPLIER NUMEBR :

Briefing session

N/A

TENDERER: (Company address and stamp)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	VO 015-2026/2027	CLOSING DATE:	27 OCTOBER 2026	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICE TO VAAL ORANGE CATCHMENT MANAGEMENT AGENCY OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
e-Tenders Portal					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Kayleen Jooste	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mokhuwas@dws.gov.za		E-MAIL ADDRESS	joostek@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT 		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of

contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: VO 015-2026/2027
CLOSING TIME 11:00	CLOSING DATE: 27 OCTOBER 2026

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID. **27 OCTOBER 2026**

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

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

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

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

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

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

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

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

TOTAL: R.....

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

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

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

6.Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

For Technical enquiries: Ms. Kayleen Jooste

Contact person: JoosteK@dws.gov.za

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Vaal-Orange Catchment Management Agency (VOCMA)** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **VO 015-2026/2027** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:.....

RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) on

_____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Vaal Orange Catchment Management Agency in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:
Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place) on _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Vaal Orange Catchment Management Agency Offices in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- B. *Mr/Mrs/Ms: _____ in *his/her Capacity as:

(Position in the Enterprise)and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

Telephone number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**



Sole Proprietor: LOA

LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

I,hereby confirm that I am the sole owner of the business trading as

Signature: Sole owner

Date

Witnesses:

1. Date :
2.

ENTERPRISE STAMP

Any reference to words "Bid" or Bidder" herein and /or in any other documentation shall be constructed to have the same meaning as the words "Tender or Tenderer".
For external use

TERMS OF REFERENCE

THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICE TO VAAL ORANGE CATCHMENT MANAGEMENT AGENCY OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

TABLE OF CONTENT

1.INTRODUCTION.....	44
2. PURPOSE OF THE REQUEST.....	44
3. BACKGROUND.....	45
4. AIMS AND OBJECTIVES.....	45
5. SCOPE OF WORK.....	46-50
6. PROJECT DELIVABLE.....	51
7. SUPPLY CHAIN MANAGEMENT.....	52
8. EVALUATION CRITERIA.....	53-55
9. ANNEXURE A TABLE.....	56
10. TABLE 1: ASSESSMENT OF BIDDERS.....	57-58
11. PRICING SCHEDULE.....	59
12. TIMELINE.....	59
13. TERMS AND CONDITIONS.....	59
14. COMPLIANCE AND ETHICS.....	61
15. TERMINATION.....	61
16. SUBMISSIONS.....	61
17. ENQUIRIES.....	61
18. TIMELINE OF BID PROCESS.....	62
19. CONTRACT & COMMUNICATIONS.....	62
20. LATE BID.....	63
21. COUNTER CONDITION.....	63
22. FRONTING.....	63
23. SUPPLIER DUE DILIGENCE.....	64
24.SUBMISSION OF PROPOSAL.....	64
25. DURATION OF CONTRACT.....	64
26. ADMINISTRATIVE COMPLIANCE.....	65-67
27.CONDITIONS.....	68
28.SERVICE LEVEL AGREEMENT.....	68
29. CONTRACT ENQUIRIES.....	69

1. INTRODUCTION

- 1.1 The legislative mandate of the Vaal Orange Catchment Management Agency (VOCMA) seeks to ensure that the water management area's water resources are protected, managed, used, developed, conserved, and controlled through regulating and supporting the provision of quality water and restoring the dignity of people through sanitation in terms of the National Water Act (No. 36 of 1998) to authorized users.
- 1.2 VOCMA's responsibility is to investigate and advise interested parties on water resources management, compile a Catchment Management Strategy, promote community participation in water resources management.
- 1.3 Furthermore, VOCMA is responsible to coordinate related activities of water users and Water Management Institutions.

2. PURPOSE OF THIS REQUEST FOR QUOTATION (RFQ)

The purpose of this specification is to appoint Professional Service Providers (PSPs) to render Debt Collection Services to the Vaal Orange Catchment Management Agency (VOCMA) on a provincial basis for a period of thirty-six (36) months, in compliance with the Public Finance Management Act (PFMA), 1999, and the National Treasury Regulations (2005).

The purpose of this Policy is:

- a) To set the basic for the procurement framework of the VOCMA which is to be adhered to by all employees involved in procuring assets, goods and services.
- b) This policy seeks to provide a mechanism to ensure sound, sustainable and accountable supply chain management within the Catchment Management Agency.
- c) It sets out a uniform framework on which non-infrastructure goods and services are to be produced within the Catchment Management Agency in compliance with the legislated framework, to achieve value of money while promoting black economic empowerment, which includes general principles for achieving the following socio-economic objectives:
 - i) Stimulate and promote local economic development in a targeted and focused manner.
 - ii) Facilitate procurement opportunities with particular reference to Historically Disadvantaged individuals and increase access to business procurement opportunities by small business sector; and
 - iii) Promote the competitiveness of local businesses.
- d) It fosters a high level of governance in ensuring that the mandate and services delivery objectives are efficiently and effectively achieved.
- e) It seeks to ensure sounds, sustainable partnership between the SCM units and the Line Function Management Units.
- f) The policy aims to ensure that SCM activities meet the following key objectives:
 - i) To give effect to Section 217 of the Constitution of the Republic of the South Africa by implementing a SCM system that gives due consideration to the principles of just administrative action, fairness, equity, transparency, competitiveness and cost-effectiveness.
 - ii) Promote and ensure accountability for good governance
 - iii) Demonstrate application of the supply chain and procurement practices that are consistent and in line with the VOCMA agenda and relevant regulations'
- g) To achieve the highest level of professional standards when awarding contracts, so as to maximise value for money while adhering to governance requirements; and
- h) Encourage effective competition through procurement methods suited to market circumstances

2. Background

The VOCMA has identified a significant amount of unpaid debt in services across various provinces. The main difficulties encountered amongst others by the VOCMA during the collection process included: untraceable clients, undelivered mail, client not taking ownership of the debt incurred, client failing to make payment within the promise to pay period, re-assigning of the debts to other service providers who are then failing to trace or contact the client.

A decision has therefore, been made to outsource the recovery function over these significant amounts owed to the VOCMA. To enhance revenue collection, improve service delivery, and ensure fiscal sustainability.

The Agency operates in the following provinces:

- **Gauteng Province**
- **Northern Cape Province**
- **Free State Province (Bloemfontein Head Office)**

To enhance operational efficiency and ensure regional service responsiveness, VOCMA intends to appoint three (3) service providers, one (1) service provider per province to manage and recover debts owed to the Agency within that specific jurisdiction. VOCMA requires professional, ethical, and efficient debt collection services to recover outstanding debts owed to the Agency by individuals, businesses, and institutions.

This bid seeks to appoint one (1) service provider per province, ensuring local responsiveness and performance-based recovery.

3. AIMS AND OBJECTIVES

The purpose of this project is to establish a panel of professional debt collection service providers to assist VOCMA with the identification, tracing and collection of long outstanding debt owed or due or asserted to be owed to VOCMA in accordance with relevant legislation and ethical standards for a period of thirty-six (36) months. The panel of debt collection services will be responsible for recovering outstanding debts owed by individuals, businesses and other organs of state. The established panel will ensure uniformity and compliance with the DCA 114 of 1998, NCA 34 of 2005, PFMA 1 of 1999 and other legislative framework governing government departments and public entities. In light of the above, the VOCMA then hopes to decrease instances of non-compliance and financial mismanagement by working with debt collection service providers to enhance financial controls and establish an accountability culture. In addition to addressing the budget deficit, this initiative supports a larger strategy to improve revenue collection.

The introduction of debt collection panel will improve financial health, growth management, and governance ensure better cash flow and less financial burden to the VOCMA.

4. SCOPE OF WORK/ DELIVERABLES

The successful bidder(s) will be required to fulfil the following essential deliverables in the performance of subsequent contracts:

4.1 Soft collection services

- a) Apply various tracing methods such as public records, credit bureaus, and exclusive databases to trace the debtor. Where subscription is required to access the debtors profile PROOF of SUBSCRIPTION will be requested.
- b) Physically visit premises for hard-to-reach individuals who may have changed contact details or are avoiding traditional communication and engage with debtors.
- c) Review, verify and validate the accuracy of debtor profile record and gather accurate contact information.
- d) Provide debtors with clear, itemized debt information.
- e) Negotiating payment arrangements with debtor, perform credit assessments to develop suitable payment plans based on their financial circumstances.
- f) Communicating professionally and non-coercively to ensure that the debtor feel respected and understood to increase their willingness to settle debts.

4.2 Call centre services

- a) The service provider shall have an interactive software system for contacting debtors such as phone calls, sms, letter of reminder or emails to collect payments.
- b) Call centre must operate with a commitment to compliance, transparency and client satisfaction.
- c) Valid contract with telecommunication company. The service provider should have sufficient number of lines/channels/ available to effectively contact the debtor.
- d) Dedicated team of call centre agents specializing in contacting debtors to negotiate payment arrangements, resolve outstanding balances and provide support throughout the debt resolution process.
- e) Pursue payments on overdue accounts while adhering to CFDC code of conduct, which prohibits abusive or deceptive practices.

e) The software system operated within the call centre should be able to:

- i. provides a weekly activity log of connected agents
- ii. provide weekly record of recorded calls made to debtors and duration of the call

- iii. verify outstanding balance on any account in respect of which a hand-over instruction has been issued
- iv. record whether or not debtor has made any debt repayments or settlement arrangements
- v. verifies current debtors' personal details
- vi. record hand-over actions taken
- vii. record follow-ups and identification of defaults on negotiated agreements
- viii. obtain such relevant account information as may be required in order to address account disputes and or enquiries

4.3 Hard collection services

If debts remain unpaid, collectors may initiate and manage a hard collection process for recovery of debt which can include:

- a) Providing specialized resources for legal recovery and dispute settlement
- b) Letter of demand issuing summons to the defaulting debtor
- c) Obtaining default judgment against the defaulting debtor
- d) Obtain court order for attachment and sale in execution of immovable assets
- e) Listing with credit bureau on defaulting
- f) Defend and handle all legal matters arising from hand-over account

4.4 Received payments from debtors

- a) Ensure that all debt collected are paid into the **DESIGNATED BANK ACCOUNT** that will be provided by VOCMA.
- b) The successful bidders' software system should be able to integrate with government billing systems such as SAP to enable real-time data access.
- c) The Service Provide shall adhere to the DBA 114 of 1998, its Regulation regarding the debt that can be recovered

5. ADDITIONAL REQUIREMENTS

Service Provider shall ensure:

- a) Effective, ethical, and long-term recovery of revenue.
- b) That they prioritize high-value and receivable debts, while developing distinct strategies for long outstanding or contested debts.
- c) Data protection and equitable treatment of debtors, particularly disadvantaged population.
- d) Public trust by communicating professionally and non-coercively.
- e) Comprehensive debt management tools for tracking and reporting are set-up.
- f) Predictive analytics to forecast recovery opportunities and customize collection activities is
- g) implemented.
- h) They are able to establish defined KPI for collection tracking such as recovery rates, cost-efficiency,
- i) debtor satisfaction, complaints, dashboard monitoring to ensure regular oversight by the VOCMA.
- j) Billing accuracy, customer service, and proactive involvement to reduce future debt accumulation is
- k) improved.
- l) To grant a 30-day grace period prior to the accrual of interest, which will be levied in accordance with Treasury Regulations.

6. MONITORING, REPORTING AND DOCUMENTATION

The Service Provider must provide monthly report:

- a) To the VOCMA giving full details of the work undertaken and report must contain progress results of debt recovery thereof, remedial action required, and any other applicable information that may be required of work undertaken and produce such records and statistics when requested to do so by the Department.
- b) Comprehensive record of all communications with the debtor, including phone calls, sms messages, emails, and formal notifications, along with the articulated purpose of each interaction.
- c) On letters of demand issued
- d) On acknowledgement of debt
- e) On payment plans negotiated and concluded
- f) On recommendations to write off
- g) On billing and account queries and resolution status
- h) On flagged debtors sent for legal proceedings
- i) On any management reports required by the Department on an ad hoc basis.
- j) On a format determined by the official responsible for the project specific work or assignment agreed upon prior to commencement of work.

7. COMPLIANCE AND ETHICAL STANDARDS

The Service Provider will ensure that:

- a) Relevant legislation, such as the National Credit Act and the Debt Collectors Act including Code of
- b) Conduct is complied with when rendering the services.
- c) Ethical standards and industry best practices in debt collection adhere to by the debt collector.
- d) Abusive debt collection practices by debt collectors are eliminated.
- e) Debt collectors refrain from using abusive debt collection practices and to promote consistent State
- f) action to protect consumers against debt collection abuses.
- g) Institute legal proceedings, whether civil or criminal, if there is no intention to carry out such a threat.
- h) They cannot call outside of work hours- 8am to 5pm- unless they have been given authority to do so.
- i) A debt collector may not call you at work if they have been told it is not allowed by your employer.
- j) A debt collector may not contact your employer regarding your debt.
- k) Contact family or friends regarding your debt, unless to find out your contact information.
- l) All actions taken are in compliance with applicable laws and regulation.

8. COLLABORATION WITH FS INSTITUTIONS

- a) To coordinate information sharing, the appointed panel of debt collectors will need to work closely with the relevant departments and the entities to align collection strategies until the end of the contract.
- b) Meetings and briefings attended and when required to participate in discussions on the progress, developments and challenges encountered
- c) Communicate any information, finding or part with any knowledge gained during execution of this
- d) contract that may in future be beneficial to the VOCMA.
- e) The service provider shall accept debt collection instructions on and as and when required
- f) The VOCMA shall be entitled from time to time and at its discretion instruct the Service Provider to collect any debt and have sufficient details of the debt and relevant debtors to enable the collection of such debts.
- g) The Successful Bidder shall within 24 hours after the receipt of instructions confirm receipt thereof to the representative of the VOCMA.

9. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

9.1 The Bidding Organization

- a) Is expected to set up a team of qualified debt collectors.
- b) Shall consist of Accounts Manager, Call Centre Manager and a minimum of 5 Call Centre Agents.
- c) Shall ensure that adequate staff with skills and qualifications acceptable to VOCMA, will be readily available to perform these tasks.
- d) Must apply its own resources in respect of offices, personnel, vehicles and equipment required to
- e) render the services.
- f) Must ensure that all debt collector agents are trained and competent to handle debt recovery conversations with professionalism, empathy, and respect. Employ effective communication techniques to engage debtors, understand their situations, and negotiate mutually agreeable payment solutions.
- g) Must be in possession of **Registration Certificate with CFDC** to render the services. Proof of registration must be valid and readily available, and VOCMA will verify and confirm prior with CFDC on the validity of the registration.

NOTE: Only Debt Collectors with a valid registration will be appointed and allowed to collect outstanding debt.

9.2 Debt Collection Accounts Manager

- a) NQF level 7 (Advanced Diplomas, bachelor's Degrees, Postgraduate Certificates) or higher Qualification in Finance/ Law/ Accounting/ Credit management/Business Management.
- b) All qualifications must be SAQA accredited.
- c) Registration as a Debt Collector in terms of DCA 114 of 1998.
- d) Minimum of 3 years of experience in debt recovery services and/or in the administration of civil law matters within the debt collection environment.
- e) Maintain communication skills, mastering negotiation and problem-solving skills to handle collections ethically and effectively.

9.3 Call Centre Manager

- a) NQF level 6 (National Diploma, Advanced Certificates) or higher Qualification in Finance/ LAW/Accounting/ Credit Management/ Business Management.
- b) All qualifications must be SAQA accredited.
- c) Registration as a Debt Collector in terms of DCA 114 of 1998.

- d) Minimum of 3 years of experience in debt recovery services within the debt collection environment.
- e) Maintain communication skills, mastering negotiation and problem-solving skills to handle collections ethically and
- f) Effectively.

9.4 Five (5) Call Centre Agents

- a) Minimum requirement is National Senior Certificate/ Senior Certificate (Matric/Grade 12) Qualification issued by UMALUSI or SAFCERT and accompanied by Call Centre Training Certificate/ Customer Service Training **OR** NQF level 6 (National Diploma or Advanced Certificate) or higher Qualification in any field of qualification.
- b) All qualifications must be SAQA accredited.
- c) Minimum of 1 year of experience working in identification, tracing and collection within the debt collection
- d) environment.
- e) All call centre agents should demonstrate the ability to effective communication (verbal and written), active listening, empathy and emotional intelligence, problem-solving abilities, patience and resilience, conflict
- f) resolution skills.
- g) Clear knowledge and understanding of Code of Conduct in terms of DCA 114 of 1998.

NOTE

- i. **Bidders are required to attach all CV's, copies of qualifications, identity documents and valid work permits (in a case of foreign nationals) of the human resources that will be assigned for this contract. CV's and copies of valid educational qualification to be attached where required.**
- ii. **All international qualifications must be accompanied by SAQA certificate of evaluation. Points will not be awarded for International Qualifications without SAQA certificate of evaluation**
- iii. **All key personnel as stated above will be evaluated individually**

10. Types of Debts

TYPE OF DEBT	
Beneficiary Debt	• Social grants paid in error or fraudulently claimed • Overpayments made to beneficiaries who no longer qualify • Duplicate payments made due to system or administrative errors.
Business Debt	• Unpaid invoices • Loans or credit
Grant and Funding Recoveries	• Funds are misused or not spent according to the agreement. • Financial reports are not submitted, violating funding conditions. • Projects are cancelled, and unspent funds must be returned. • Misused or unaccounted funds by individuals, organizations or municipalities receive funding for arts, sports or cultural projects
Irregular or Wasteful Expenditure	• Payments made outside of procurement rules • Penalties, interest due to late payments
Supplier and Service Provider Debt	• Overpayments over failed delivery of goods/services • Breach of contract (penalties/damages)
Staff Debt (employees / employees)	• Overpaid salaries or allowances • Travel or subsistence advances not accounted for or used improperly • Parking tickets • Leave without pay • Disciplinary-related recoveries, fraudulent, negligent activities
Student Debt	• Bursary fees (breach of contract debts) - Accommodation fees - Library fines and lost materials - Graduation fees - Accommodation fees - Library fines and lost materials - Graduation fees
Sundry Debt	• Service providers owing institution • Unpaid school fees by parents or guardians • Corporate or government entities that have not paid for services or training

Patient debts	• Consultation fees • Hospital stays • Surgical procedures • Diagnostic tests • Emergency services • Medication dispensed by the facility
Rental and Asset Use	• Unpaid rental fees from department leasing out venues, facilities, equipment for events or exhibitions • Loss or damage to departmental property by individuals or organizations
Unspent funds	Cancelled projects or not fully implemented
OTHER	Specified as in when the need arises

11. PROJECT DELIVERABLE OUTCOMES

- 5.1.1 All matters under Collection, Liquidation, Sequestrations and legal proceedings in a form of summons issued and court orders to recoup VOCMA debt outstanding.
- 5.1.2 All statistics under Collection, Liquidation, Sequestrations and legal proceedings in a form of summons and court order issued.
- 5.1.3 Workflow statistics for all actions.
- 5.1.4 The collection performance during the financial month and quarter.
- 5.1.5 Measures that are to be taken into account to improve performance in conjunction with designed fiancé individual to perform a quarterly assessment of the current situation by
- Identifying possible constraints and developing plans to overcome the constraints
 - An analysis of VOCMA outstanding debtor's book
 - Recommendations in terms of improved customer care, and
 - Proposed specific projects, the area of focus, resources required and proposed outcomes

12. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

Documents required	Submitted Y/N
Valid B-BBBE Certificate issued by an accredited SANAS verification agency/ sworn Affidavit signed by the EME/QSE representatives and attested by a Commissioner of Oath/B-BBEE Certificate issued by the companies and intellectual property commission (CIPC)	
Proof of registration on the National Treasury Central Supplier Database (provide Full detailed CSD report)	
Valid Tax pin number/ Tax Compliance letter	
Fully completed SBD Documents (1,3,3,4 and 6.1)	

14. MANDATORY REQUIREMENTS

Bidders must attach the following to be further evaluated. Failure to comply with mandatory requirements below will result into disqualifications and not further evaluated on functionality

Mandatory requirements	Comply	Not Comply
A Valid Debt Collector's Certificate from Council for Debt Collectors or Legal Practitioner's Fidelity Fund Certificate		
Debt Collection system The Bidder must provide a letter from their system service provider providing that they are users of the system. Letter must be signed and dated.		
Attendance of Compulsory briefing Sessions.		

14. EVALUATION CRITERIA

- 8.1 Proposals will be reviewed and evaluated using the 80/20 preference method by the VOCMA Bid Evaluation Committee. Bidders may be invited to give a written or oral presentations or participate in interviews with committees.
- 8.2 Bidders may be requested to submit any additional information required by VOCMA
- 8.3 The proposal will be evaluated in two phases. The first phase is the mandatory requirements, and the second phase is technical requirements (functionality). A bid will be disqualified if it fails to meet the minimum threshold for functionality stipulated in this document.
- 8.4 Bidders that meet the minimum threshold of 65% will further be evaluated on price and specific goals.

The bidder should demonstrate the following
Technical evaluation Criteria

#	Functionality Evaluation	Weight
1	Demonstrate firm and/or Subcontractors experience in Debt, Recoverable and Revenue Collection projects completed or in progress within the last 5 years by providing a list of projects that have been concluded and details of the services rendered as per Annexure A/Table A list of projects (Section 9.5) - Five or More than five (5) year's Debt, Recoverable and Revenue Collection Expenditure (5 point) - Four (4) year's Debt, Recoverable and Revenue Collection Expenditure (4 points) - Three (3) year's Debt, Recoverable and Revenue Collection Expenditure (3 points) - Two (2) year's Debt, Recoverable and Revenue Collection Expenditure (2 points) - One year (1) Debt, Recoverable and Revenue Collection Expenditure (1 points) - Less than one experience/ non-responsive (0 points)	30

2	The Bidder must provide a Reference letter on their client's letterheads detailing the nature and quality of work conducted in Debt, Recoverable and Revenue Collection services/ projects, or the Assessment of Bidder's Performance Form. Reference letter must detail the following: • Conduct details of the company • Description of work concluded in last (5) years • Commencement and Termination date of the service/project • Must be on the client letterhead and to be signed by the client's representative • Five (5) Contactable references not older than 5 years (5 points) • Four (4) Contactable references not older than 5 years (4 points) • Three (3) Contactable references not older than 5 years (3 points) • Two (2) Contactable references not older than 5 years (2 points) • One (1) Contactable references not older than 5 years (1 points) • No reference letter/ non-responsive (0 points) Refer to Table 1 (Section 9.6) below to complete assessment of bidder's performance by independent reference where letter cannot be provided. The VOCMA reserves the right to verify the assessment of bidder's performance information provided by the bidder.	30
3	Experience and qualification of Project Manager (to be supported by original certified copies of qualifications) NB: CV will not be evaluated without the copies of the original certified qualifications. Must submit a Diploma or degree or Honors or master's qualification in Finance/Law/Credit management and a CV demonstrating the relevant Skills and expertise in Debt, Recoverable and Revenue for the projects manager to be working on the project: • Project Manager with relevant professional original certified copy of qualification in law/Finance/Credit management with 8 years or more experience in Debt, Recoverable and Revenue Collections. (5 points) • Project Manager with relevant professional original certified copy qualifications in Law/Finance/Credit management with 6- years' experience in Debt, Recoverable and Revenue Collections. (4 points) • Project Manager with relevant professional original certified copy of qualifications in Law/Finance/Credit management with 4-5 years' experience in Debt, Recoverable and Revenue collections. (3 points) • Project Manager with relevant professional original certified copy of qualifications in Law/Finance/Credit management with 2-3 years' experience. Debt, Recoverable and Revenue collections. (2 points) • Project Manager with relevant professional original copy of qualification in Law/Finance/Credit management with 0-1 years' experience in Debt, Recoverable and Revenue Collections. (1 point) • Failure to submit a CV and original certified copy of qualification. (0 points) Proposals should clearly indicate whether bid participants have internal capacity to meet the requirements of the TOR. Provide a detailed CV of five (5) team members to be working on the project, clearly demonstrating experience in Debt, Recoverable and Revenue collection.	20

	NB: VOCMA reserves the right to request more team members on an ad-hoc basis. • Five (5) team members each demonstrating 6-7 years or more experience in Debt, Recoverable and Revenue Collections. (5 points) • Five (5) teams' members each demonstrating 4-5 years' experience in Debt, Recoverable and Revenue Collection. (4 points) • Five (5) team members each demonstrating a 2-3 years' experience in Debt, Recoverable and Revenue Collection. (3 points) • Five (5) team members each demonstrating less than 1 year experience in Debt, Recoverable and Revenue Collection. (2 points) • Five (5) team members demonstrating no experience in Debt, Recoverable and Revenue Collection. (1 points) • Failure to submit CVs (0 points)	
	TOTAL	100
	THRESHOLD	65%

14.1 Annexure A/Table A list of projects

Company experience (Reference Table)						
Please fill in details of previous similar projects done within the last past 5 years						
Client Name	Client Contact Person	Client Email	Client Phone Number	Description of work done and environment	Start date	End date

N/B: Annexure A/Table A above can be duplicated but format should not amend.

15.1 TABLE 1: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This form must be sent to the bidders' previous clients to the give reference to projects Completed as explained in the evaluation criteria in the absence of signed reference letter. All assessment forms must then be attached with tender submission).

Name of Bidder	
Value of Contract	
Date of Commencement	

Contract Duration	
Contract Completion Date	

Services Provided (please list)	Tick
Debt, Recoverable and Revenue Collection	

Your Assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right-hand side. 1= Poor 5= Excellent	1	2	3	4	5	
Turn-around times						
Quality of feedback						
Accessibility and availability						
Reliability						
Customer satisfaction						
1= Poor; 2 = Unsatisfactory =; 3 = Average; 4 Good; 5= Excellent.						

COMMENTS:	
Name and Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	
SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMLETING THE ASSESSMENT FROM	

N/B: Table 1 above can duplicate but format should be amended.

Criteria		Sub Criteria	Substantiation	Weighting/Points
Price		Detailed budget breakdown	Attache quotation on the company letterhead as per pricing schedule	80
Specific Goals		CBD report reflecting that the company is at least 51% or more owned by black people for the below-designated groups. • Women and/or • Youth and/or • People living with and/or • Black people who are military veterans	Detailed (Full Registration) CSD Report	20
Total Points for Price Specific Goals				100

16.1 PRICING STRUCTURE AND SPECIFIC GOALS

16.1 Pricing instructions

- 16.2 In order to facilitate a transparent selection process that allow equal opportunity to all bidders, VOCMA has a Supply chain Management policy that will be attached to. Bids will be evaluated in terms of the prevailing Supply Chain Management policy applicable to VOCMA and it should be noted that proposals will be assessed using the 80/20 formula (preference point system) for price and specific goals as per the PPPFA and VOCMA Preferential Procurement Policy.

16.3 All pricing must be in South African Rands and fixed for the contract duration

16.4 PRICING SCHEDULE

All bidders should price schedule indicating clearly their rates to be charged as per the pricing Schedule below.

- 16.5 A commission-based percentage applicable to successful collection of debt for debtors aged 90 days and above.

16.1 As the pricing is a percentage of successful collection on annual pricing increase is applicable.

Description	% of Commission
Successful Collection Commission	

17. TIMELINE OF THE BID PROCESS

- 17.1 The validity period of tenders and the withdrawal of offer, after the closing date and time is 120 days.

18. DURATION OF THE CONTRACT

- 18.1 The contract duration is for a period of thirty-six (36) months and shall commence on the date of signing the Service Level Agreement.

19.1 TERMS AND CONDITIONS OF BID

19.2.1 COUNTER CONDITIONS

19.2.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

19.2.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.

19.2.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

19.3 COMPLIANCE & ETHICS

The Service Provider must:

19.3.1 Adhere to all relevant laws, including PFMA, Debt Collectors Act, POPIA, and Treasury Regulations.

19.3.2 Conduct business ethically, transparently, and fairly.

19.3.3 Treat all debtor information as confidential and use it solely for debt recovery purposes.

20. TERMINATION

VOCMA reserves the right to terminate the contract in the event of:

20.1.1 Breach of contract terms or unethical conduct.

20.1.2 Misrepresentation of information.

20.1.3 Poor performance or failure to meet reporting obligations.

20.1.4 Failure to maintain compliance with statutory registration and insurance Requirements.

21. SUBMISSION REQUIREMENTS

21.1 All bid documents must be submitted physically at VOCMA's Offices, as specified in the bid invitation. Late or incomplete submissions will not be accepted.

22. ENQUIRIES

22.1. Bid Enquiries: mokhuwas@dws.gov.za

23. TIMELINE OF THE BID PROCESS

23.1 Any time or date in this bid is subject to change at the Vaal Orange Catchment Management Agency Offices. The establishment of a time or date in this bid does not create an obligation on the Vaal Orange Catchment Management Agency Offices to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

23.2 The bidder accepts that, if the Vaal Orange Catchment Management Agency Offices extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline. The period of validity of bid and withdrawal of offers, after the closing date and time is 120 days.

24. CONTACT AND COMMUNICATION

24.1 Bidder(s) can make enquiries in writing, to tender office on the contact details as stipulated on the tender

document. All enquiries must be in writing at least 7 working days before the closing date.

- 24.2 The delegated office of VOCMA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 24.3 Any communication to an official or a person acting in an advisory capacity for VOCMA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged. All communication between the Bidder(s) and VOCMA must be done in writing.
- 24.4 Whilst all due care has been taken in connection with the preparation of this bid, VOCMA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. VOCMA and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- 24.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by VOCMA (other than minor clerical matters), the Bidder(s) must promptly notify VOCMA in writing of such discrepancy, ambiguity, error, or inconsistency to afford VOCMA an opportunity to consider what corrective action is necessary (if any).
- 24.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by VOCMA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 24.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid, or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

25. LATE BIDS

- 25.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

26. COUNTER CONDITIONS

- 26.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

27. FRONTING

- 27.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemn any form of fronting.
- 27.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for period not exceeding ten years, in addition to any other remedies VOCMA may have against the bidder/contractor concerned.

28. SUPPLIER DUE DILIGENCE

- 28.1 VOCMA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for

additional information.

29. SUBMISSION OF PROPOSALS

- 29.1 Bid documents must be placed in the tender box on or before the closing date and time.
- 29.2 Bid documents will only be considered if received by VOCMA in original form. Before the closing date and time, regardless of the method used to send or deliver such documents to VOCMA.
- 29.3 The bidder(s) are required to submit two (2) copies of each file, one original and one duplicate by the closing date and time. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the files must be labelled and submitted in the following format:

30. DURATION OF THE CONTRACT

- 30.1 The successful bidders will be appointed for a period of 36 (thirty-six) months.

31. Background

Vaal Orange Catchment Management Agency Offices currently uses debt collector to manage the debt and credit of the agency.

31. ADMINISTRATIVE COMPLIANCE

- 25.1 Bidders are required to comply with the following criteria listed below:

Table 3

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD (registration report).		
2.	Tax compliant with SARS (to be verified through CSD and SARS). Provide SARS PIN Page.).		
3.	Complete, sign and submit SBD 1, SBD 3.2, SBD 4 and SBD 6.1		
4.	Pricing Schedule (Refer to Section 15 – Pricing Model Submit full details of the pricing proposal as per Annexure 3 in a separate envelope		
5.	General Conditions of Contract (GCC)		
6.	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
7.	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
8.	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		
9.	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		

PHASE 3: POINTS AWARDED FOR PRICE AND SPECIFIC GOALS (80/20 PREFERENTIAL SYSTEM)

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Table 6

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Preference point system

Table 7

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED 90/10
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for specific goals	20

Documents Requirement for verification of Points allocation: -

Table 8

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

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

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

BBBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, if they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. VOCMA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

33.CONDITIONS

33.1 Bidders are kindly requested to submit one (1) copy plus the original.

34.SERVICE LEVEL AGREEMENT

34.1 Upon award, VOCMA and the successful bidders will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Vaal Orange Catchment Management Agency in the format of the draft Service Level Indicators included in this tender pack.

- VOCMA reserves the right to vary the proposed draft Service Level Indicators during negotiations with bidders by amending or adding thereto.
- Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

34.2 VOCMA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to VOCMA or pose a risk to the organisation.

2. CONTACT ENQUIRIES

Service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender closes.

Please note that all formal enquiries should be submitted to both contact enquiries listed below.

All bid enquiries should be directed to:

Technical:

Email: smousen@dws.gov.za

SCM:

Email: mokhuwas@dws.gov.za

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

The purpose of this document is to:

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

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

- ☐ **The General Conditions of Contract will form part of all bid documents and may not be amended.**
- ☐ **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract.**

Whenever

there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

- 1. Definitions**
- 2. Application**
- 3. General**
- 4. Standards**
- 5. Use of contract documents and information; inspection**
- 6. Patent rights**
- 7. Performance security**
- 8. Inspections, tests and analysis**
- 9. Packing**
- 10. Delivery and documents**
- 11. Insurance**
- 12. Transportation**
- 13. Incidental services**
- 14. Spare parts**
- 15. Warranty**
- 16. Payment**
- 17. Prices**
- 18. Contract amendments**
- 19. Assignment**
- 20. Subcontracts**
- 21. Delays in the supplier's performance**
- 22. Penalties**
- 23. Termination for default**
- 24. Dumping and countervailing duties**
- 25. Force Majeure**
- 26. Termination for insolvency**
- 27. Settlement of disputes**
- 28. Limitation of liability**
- 29. Governing language**
- 30. Applicable law**
- 31. Notices**
- 32. Taxes and duties**
- 33. National Industrial Participation Programme (NIPP)**
- 34. Prohibition of restrictive practices**

General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees' store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20 "Project site," where applicable, means the place indicated in bidding documents.
 - 1.21 "Purchaser" means the organization purchasing the goods.
 - 1.22 "Republic" means the Republic of South Africa.
 - 1.23 "SCC" means the Special Conditions of Contract.
 - 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application.**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights.

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser.
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Agency must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- The Bid must be strictly in accordance with the conditions and specifications contained herein.
- If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- Failure to sign all relevant places shall invalidate your bid (SBD1, SBD 3.2, SBD 4, and SBD 6.1 or 6.2 and SCC)
- All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- If you are not a registered supplier with the Vaal-Orange Catchment Management Agency, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental.
- website, www.vocma.co.za
- Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified.
- The VOCMA reserves the right to not make an award on any of the responses to this Bid.
- The VOCMA reserves the right to award only parts of this bid and re-bid for other parts.
- All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Agency.
- Only signed, original documents will be accepted.

ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

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

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation