# VAAL-ORANGE CATCHMENT MANAGEMENT AGENCY

**REQUEST FOR BID**

**BID NUMBER: VO 019-2026/2027**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ASSIST WITH THE REVIEW AND OPTIMISATION OF THE ORGANISATIONAL STRUCTURE, PRIORITY POSITIONS, FUNDING MODEL AND RELATED POLICIES FOR VAAL ORANGE CATCHMENT MANAGEMENT**

**ISSUE DATE: 16 November 2026**

**CLOSING DATE: 07 December 2026 AT 11:00am**

**SUBMIT QUOTATIONS DOCUMENTS TO: e-Tenders**

**TENDER NAME** :

**CSD SUPPLIER NUMEBR** :

**Briefing session**

N/A

**TENDERER:** (Company address and stamp)

| Tender number | Description | Required at | Due Date |
|---|---|---|---|
| **VO 032 2026/2027** | **RE-ADVERT APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ASSIST WITH THE REVIEW AND OPTIMISATION OF THE ORGANISATIONAL STRUCTURE, PRIORITY POSITIONS, FUNDING MODEL AND RELATED POLICIES FOR VAAL ORANGE CATCHMENT MANAGEMENT**<br><br>Briefing meeting to be held: 07 December 2026<br><br>• The National Treasury E-tender Portal website: https://www.etenders.gov.za/Home/opportunities?id=1<br><br>Deliver and Submission of Bids at:<br><br>**e-Tender**<br><br>For technical information and completion of bid documents please contact:<br>Bid Office, mokhuwas@dws.gov.za; Email: *smousen@dws.gov.za*, hours: 08:00-16:00. | VAAL-ORANGE CATCHMENT MANAGEMENT AGENCY (VOCMA) AS AN ORGAN OF STATE | **07 December 2026 at 11:00am** |

ALL BIDDERS ARE ENCOURAGED TO MARK WHERE IS NECESSARY AND ATTACH ALL DOCUMENTS AS INDICATED IN THE BID DOCUMENTS.

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **VO 032-2026/2027** | CLOSING DATE: | **07 December 2026** | CLOSING TIME: | **11:00AM** |
| DESCRIPTION | **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ASSIST WITH THE REVIEW AND OPTIMISATION OF THE ORGANISATIONAL STRUCTURE, PRIORITY POSITIONS, FUNDING MODEL AND RELATED POLICIES FOR VAAL ORANGE CATCHMENT MANAGEMENT** | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | |
| | | | | | |
| **e-Tender** | | | | | |
| | | | | | |
| | | | | | |

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

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX]<br>☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX]<br>☐ 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<br>[IF YES ENCLOSE PROOF] | ***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?* | ☐Yes ☐No<br>[IF YES, ANSWER PART B:3 ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……..

**SBD 4**

## 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 |

**SBD 6.1**

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

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

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

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## 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of

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

(a) disqualify the person from the tendering process;

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

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

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

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

| |
|---|
| ……<br>**SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME**: …… |
| **DATE:** …… |
| **ADDRESS**: …… |
| …… |
| …… |
| …… |

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

NAME OF BIDDER: ……BID NO.: **VO 032-2026/2027**

CLOSING TIME 11:00 CLOSING DATE: **07 December 2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID. **07 December 2026**

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

   R……..……
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION HOURLY RATE DAILY RATE

---------- R---------- ----------

---------- R---------- ----------

---------- R---------- ----------

---------- R---------- ----------

---------- R---------- ----------

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

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

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

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

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

5.1 Travel expenses (specify, for example rate/km and total km, class of 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]**

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Any enquiries regarding bidding procedures may be directed to the –

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

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

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Vaal-Orange Catchment Management Agency (VOCMA)** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **VO 032-2026/2027**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:……..

**TERMS OF REFENCES FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ASSIST WITH THE REVIEW AND OPTIMISATION OF THE ORGANISATIONAL STRUCTURE, PRIORITY POSITIONS, FUNDING MODEL AND RELATED POLICIES FOR VAAL ORANGE CATCHMENT MANAGEMENT (VOCMA)**

## 1. Background and Context

Vaal-Orange Catchment Management Agency (CMA) is required, in terms of the National Water Act, 1998 (Act No. 36 of 1998), the Public Finance Management Act, 1999 (PFMA), and applicable public sector governance frameworks, to maintain an organisational structure that is fit-for-purpose, financially sustainable, and aligned to its strategic mandate.

In light of evolving strategic priorities, expanded functions, resource constraints, and institutional maturity requirements, the VOCMA intends to appoint a suitably qualified Organisational Development (OD) and Institutional Design Service Provider to conduct a comprehensive review and optimisation of its organisational structure. This review will include the identification of priority positions to drive strategy execution, the development of a sustainable funding model for the approved structure, and the review and/or development of all policies, procedures, and governance instruments affected by the revised structure.

## PART A: BID ADVERTISEMENT

Vaal-Orange Catchment Management Agency (VOCMA) hereby invites suitably qualified and experienced service providers to submit proposals for the review and optimisation of the organisational structure, priority positions, funding model and related policies for Vaal-Orange Catchment Management Agency (VOCMA)

## 2. Purpose of the Assignment

The purpose of this assignment is to ensure that the VOCMA has an optimal organisational structure that:

- Enables effective delivery of the CMA's statutory mandate;
- Supports strategic objectives and performance outcomes;
- Is financially sustainable and affordable within current and projected funding envelopes;
- Clarifies roles, accountabilities, and reporting lines; and
- Is supported by aligned policies, procedures, and governance frameworks.

## 3. Objectives

The objectives of the assignment are to:

- Review and assess the current organisational structure against the CMA's mandate, strategy, and operating model;
- Design a revised organisational structure that is efficient, scalable, and future-fit;
- Identify and prioritise critical and strategic positions required to drive organisational performance;
- Develop a sustainable funding and affordability model for the proposed structure;
- Review, develop, or update all policies and procedures impacted by the revised structure; and

- Support organisational approval and implementation readiness.

A detailed Scope of Work and Terms of Reference is available as part of the bid documentation.

**4. Contract Duration**

The contract period is anticipated to be **4 months**, covering pre-transfer, transfer, and post-transfer phases.

**5. Submission of Proposals**

Bid documents must be submitted:

- In a sealed envelope clearly marked: **"Bid: Review and optimization of organizational structure"**;
- On or before: **11h00**
- At: **e-Tenders**.

Late submissions will not be accepted.

**6. Enquiries**

Technical enquiries may be directed to:

**Smouse Neo**

SmouseN@dws.gov.za

## 4. Scope of Work

The Service Provider shall be required to perform, at a minimum, the following tasks:

### 4.1. Diagnostic Assessment and Current State Analysis

- Review the CMA's legislative mandate, strategic plan, Annual Performance Plan (APP), and operational plans;
- Analyse the current organisational structure, including job roles, reporting lines, spans of control, and grading levels;
- Assess alignment between structure, functions, workflows, and service delivery requirements;
- Evaluate organisational capacity, capability gaps, duplication, and inefficiencies;
- Review current establishment, funded vs unfunded posts, and vacancy profile; and
- Produce a Current State Diagnostic Assessment Report.

### 4.2. Organisational Design Principles and Future-State Model

- Develop organisational design principles aligned to the CMA's mandate, strategy, and public sector best practice;
- Propose alternative structural models (where applicable) with clear rationale and implications;
- Design a recommended future-state organisational structure, including:
    - Functional groupings and directorates;
    - Reporting lines and governance layers;
    - Strategic, operational, and support functions; and
    - Appropriate spans of control and delegation levels.

### 4.3. Identification of Priority and Strategic Positions

- Identify critical and priority positions required to deliver the CMA's strategic objectives;
- Distinguish between short-term, medium-term, and long-term priority posts;
- Define the roles, responsibilities, and competencies for priority positions;
- Assess current incumbency and capacity against priority requirements; and
- Develop a phased staffing and filling strategy aligned to affordability.

### 4.4 Job Evaluation, Role Alignment and Establishment Review

- Review and align job descriptions to the proposed structure;
- Ensure clarity of roles, accountability, and elimination of overlaps;
- Support job evaluation and grading alignment (where required), in line with applicable frameworks;
- Develop a revised organisational establishment for approval.

### 4.5 Funding and Affordability Model for the Structure

- Analyse current and projected revenue streams, including transfers, water use charges, and own revenue;
- Develop a detailed funding and affordability model for the proposed organisational structure;
- Assess cost implications of the revised structure (personnel and non-personnel costs);
- Propose funding scenarios and phased implementation options;
- Ensure compliance with PFMA, Treasury Regulations, and sustainability requirements; and
- Produce a Structure Funding and Affordability Report.

### 4.6 Policy and Governance Framework Review

- Identify all policies, procedures, delegations, and governance instruments impacted by the revised structure, including but not limited to:
    - Delegation of Authority Framework;
    - Human Resources and Organisational Development policies;
    - Performance Management policies;
    - Governance and committee charters;
    - Financial management and control policies.
    - Review, update, or develop required policies to align with the approved structure;
    - Ensure consistency with legislation, regulations, and good governance practices.

**4.7 Stakeholder Engagement and Consultation**

- Develop and implement a consultation and engagement plan;
- Engage the Board, Executive Management, Senior Management, organised labour (where applicable), and key stakeholders;
- Facilitate validation workshops and feedback sessions;
- Incorporate inputs into the final recommended structure and policies.

**4.8 Implementation Roadmap and Change Readiness**

- Develop a detailed implementation roadmap for the approved structure;
- Define transition arrangements, risks, and mitigation measures;
- Develop an implementation sequencing and prioritisation plan;
- Support management with approval processes and implementation readiness.

**5. Deliverables**

The Service Provider shall deliver, at a minimum:

- Current State Diagnostic Assessment Report;
- Organisational Design Principles and Options Paper;
- Recommended Organisational Structure and Establishment;
- Priority and Strategic Positions Framework;
- Updated Job Profiles;
- Funding and Affordability Model and Report;
- Policy and Governance Review Matrix;
- Draft and final revised policies and governance instruments;
- Implementation Roadmap and Transition Plan;
- Final Consolidated Report.

**6. Methodology**

The Service Provider shall apply recognised organisational design and OD methodologies, adapted to the South African public sector environment. The methodology must be evidence-based, participatory, and compliant with labour relations and governance requirements.

**7. Duration of the Assignment**

The assignment is expected to be completed within a period of 4 months from commencement date, subject to refinement by the CMA. The service provider is expected to deliver a project plan before the commencement of the project.

**8. Roles and Responsibilities**

**8.1 Service Provider**

- Provide professional OD and organisational design services;
- Assign a suitably qualified project lead and technical specialists;
- Ensure quality assurance of all deliverables; and
- Maintain confidentiality and ethical conduct.

**8.2 Catchment Management Agency**

- Provide access to relevant documentation and stakeholders;
- Appoint a Project Sponsor and internal liaison team;
- Facilitate consultation and decision-making processes; and
- Review and approve deliverables.

**9. Governance and Reporting**

- The Service Provider shall report to the designated CMA Project Sponsor;
- Regular progress reports shall be submitted as agreed;
- A steering committee may be established to oversee the assignment.

**10. Skills and Experience Requirements**

The Service Provider must demonstrate:

- Proven experience in organisational design and restructuring within the public sector;
- Experience in developing funding and affordability models;
- Knowledge of PFMA, Treasury Regulations, labour legislation, and governance frameworks;
- Strong facilitation, analytical, and stakeholder engagement capabilities.

**11. Terms of Reference (Summary)**

The Terms of Reference for this assignment are to:

- Conduct a comprehensive organisational structure review;
- Design a fit-for-purpose and affordable organisational structure;
- Identify priority and strategic positions;
- Develop a sustainable funding model;
- Review and update affected policies and governance instruments; and
- Support organisational approval and implementation readiness.

**12. Alignment to DWS Staff Transfer and Institutional Transition**

- Explicitly align the organisational structure review to the phased transfer of staff from the Department of Water and Sanitation (DWS);
- Assess implications of transferred functions, posts, and competencies on the revised structure;
- Ensure harmonisation of roles, reporting lines, grading, and conditions of service where applicable;

- Support integration of transferred staff into the future-state operating model; and
- Mitigate organisational and labour-related risks arising from the transition.

**14. Key Success Factors**

- Strategic alignment between mandate, structure, and funding;
- Affordability and sustainability of the approved structure;
- Buy-in from leadership, management, and labour;
- Clear prioritisation of critical and strategic posts; and
- Practical implementation readiness.

**15. Compliance and Governance Requirements**

The Service Provider must ensure compliance with:

- National Water Act, 1998;
- Public Finance Management Act, 1999;
- Treasury Regulations and applicable Practice Notes;
- Labour Relations Act and Basic Conditions of Employment Act;
- Public Service Regulations (where applicable);
- AGSA expectations and good governance principles.

**16. Reporting Schedule and Milestones (Indicative)**

- Inception Report: Within 2 weeks of appointment
- Diagnostic Assessment Report: 3 weeks to 6 weeks
- Draft Organisational Design and Priority Posts: Month 2
- Draft Funding and Affordability Model: Month 2–3
- Draft Policy Review and Updates: Month 3
- Final Consolidated Report and Implementation Roadmap: Month 4

**17. EVALUATION CRITERIA**

The Vaal-Orange Catchment Management Agency (VOCMA) needs to be satisfied, in all respects, that the service provider selected has the necessary resources and abilities to deliver the required services. All submissions will be regarded in a fair manner in terms of evaluation criteria and process.

The evaluation will be in accordance with Vaal-Orange Catchment Management Agency (VOCMA) SCM Policy, and the Preferential Procurement Regulations 2022 issued in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), whereby the 80/20 preference point system will be applied to evaluate the received proposals. A total of 80 points will be allocated on price and 20 points on specific goals, using SBD 6.1 to claim the points.

**17.1. THE RFQ WILL BE EVALUATED IN TWO (03) STAGES AS FOLLOWS:**

**STAGE 1: Pre-Qualification Criteria**: **Mandatory Requirements**

**STAGE 2: Returnable Administrative documents**

**STAGE 3: Price and Specific Goals**

**17.2.Stage 1: Pre-Qualification Criteria: Mandatory Requirements**

| No | Criteria | | Yes | No |
|---|---|---|---|---|
| 1 | The Team Leader must comprise of a qualified HR Practioner.<br>**Attach valid certified copy of proof of Qualification**<br>**Minimum qualification of team leader is Masters in Human Resource Management or Masters in Industrial and Organisational Psychology and Administration or MBA or MBL will be an added advantage**<br>Attach valid certified copy of proof of registration with SABPP (South African Board for People Practices), SIOPSA (Society for Industrial and Organizational Psychology of SA) HPCSA (Health profession Council of South Africa) IPM (Institute of Personnel Management) CV of team leader with experience of equal or more than 5 years in in similar work (Attach CV of team leader).<br>**Team Members**<br>Minimum Qualifications (National Diploma in HR, post graduate qualification in HRM will be an added adv) and experience in HR or organizational design (more than 3 years) of the proposed team (Attach CVs and certified qualifications) | | | |
| 2 | Reference letters from companies as evidence of similar/related work successfully conducted.<br>The Reference Letter(s) must not be older than 5 years.<br>• Must be on the letterhead of the previously serviced client.<br>• Must reflect at least name of the organization, title of the related work conducted, period conducted and completed.<br>• Contactable reference name and contact details.<br>• Letter must be signed by a representative of the company.<br>• The Reference Letter must indicate the quality of the service rendered.<br>VOCMA will contact the references to confirm the information in the reference letters meeting the above criteria. Three (3) valid letters attached | | | |
| 3 | **Company track record:** Company Profile minimum of 3 years and above must be attached. | | | |

**17.3. Stage 2: Returnable Administrative documents**

Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid.

**RETURNABLE ADMINISTRATIVE DOCUMENTS**

| | Administrative Compliance | Yes | No |
|---|---|---|---|
| 6.1.1 | Company Registration Documents (CIPC) | | |
| 6.1.2 | Bidders must declare that neither the company nor its directors are listed on the National Treasury Database of Restricted Suppliers or Register of Tender Defaulters. | | |
| 6.1.3 | Bidders CSD (Central Supplier Database) Report / Number | | |

| | | | |
|---|---|---|---|
| 6.1.4 | Joint Venture Agreement, if applicable | | |
| 6.1.5 | Valid B-BBEE Certificate (issued by a SANAS accredited entity) or duly completed and commissioned B-BBEE Affidavit (for EME's and QSE's). For joint venture submissions a combined BBBEE certificate/affidavit must be attached. | | |
| 6.1.6 | The following SBD Forms must be fully completed and signed: | | |
| 6.1.7 | • SBD 1 (Annexure 1)<br>• SBD 3.3 (Annexure 2)<br>• SBD 4 (Annexure 3)<br>• SBD 6.1 (Annexure 4) | | |
| 6.1.8 | Annexure 5 - General conditions of Purchase **[fully signed on the last page and initial on each page]** | | |
| 6.1.9 | Tax Pin issued by SARS (Tax Clearence Certificate)<br>If Joint venture, tax Pin for each member. | | |
| 6.1.10 | **Annexure 6** - POPI Consent forms consent to process (use) personal information (Informed Consent Notice) as per Promotion of Access to Information Act 2 of 2000, as amended, (PAIA) and the Protection of Personal Information Act 4 of 2013 (POPIA)<br>**NB:** Should the company be a Joint Venture (JV) **both parties must consent and sign this consent form**. | | |
| 6.1.11 | Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid.<br>If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. | | |

Bidders will not be disqualified at this stage should the returnable administrative documents not be attached; however, should the bidder be recommended all the documents be required prior to the award.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), (Valid tax clearance certificate(s), A tax compliance status PIN and SBD 4) must be submitted for each Consortium / JV member or prime contractor and subcontractors.

**17.4.Financial Proposal**

Financial proposals will be compared based on their total amount inclusive of VAT and all other related costs. Bidders are required to submit financial proposals as per the table below on a company letterhead clearly marked Financial Proposal.

| No. | Activity / Deliverable | Qty | Estimated Unit Cost (R) | Amount (R) |
|---|---|---|---|---|
| 1 | Project inception, mobilisation and kick-off meeting | | | |

| | | | | |
|---|---|---|---|---|
| 2 | Review of legislative, regulatory and governance framework. Review of VOCMA strategic documents, mandate and functions | | | |
| 3 | Review of existing organisational structure and organogram | | | |
| 4 | Review of current job profiles and functional responsibilities | | | |
| 6 | Functional/workflow analysis across all business units | | | |
| 7 | Workload and capacity analysis | | | |
| 8 | Span-of-control and reporting-line analysis | | | |
| 9 | Duplication, gaps and role-overlap analysis | | | |
| 10 | Benchmarking against comparable CMAs/public entities | | | |
| 11 | Stakeholder/management consultations and interviews | | | |
| 12 | Development of proposed optimised organisational structure | | | |
| 13 | Development of alternative organisational structure scenarios | | | |
| 14 | Organisational structure cost modelling | | | |
| 15 | Job evaluation/grade alignment assessment | | | |
| 16 | Development/review of job descriptions | | | |
| 17 | Development of competency requirements | | | |
| 18 | Development of final organograms | | | |
| 19 | Development of implementation/transition plan | | | |
| 20 | Executive/management validation workshop | | | |

| | | | | |
|---|---|---|---|---|
| 21 | Policy and Governance Framework Review | | | |
| 22 | Final report and presentation to EXCO/Board | | | |
| | **Subtotal** | | | |
| | **Professional fee subtotal** | | | |
| 23 | Workshop/consultation logistics | | | |
| | **Subtotal excluding VAT** | | | |
| | VAT @ 15% | 15% | | |
| | **TOTAL INCLUDING VAT** | | | |

Pricing schedule is compulsory and failure to complete same in prescribed above and without alterations may result in disqualification of the bid during the financial evaluation process.

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Bidders are requested to provide a clear agreement regarding joint venture / consortia. The percentage involvement of each company in the joint venture agreement should be indicated in the agreement.

**NB: Bidders who are registered for VAT who submit bids without VAT will be disqualified**

All bidders are required to complete the VAT declaration below: This information is necessary for compliance and evaluation processes. Failure to declare VAT status or to provide a valid VAT number (if registered) may lead to disqualification or non-evaluation of your submission.

| **Question** | **Response** |
|---|---|
| Are you a VAT – registered vendor | Yes No |
| Vat Registration Number (if applicable) | _____ |

**ANNEXURE 6**

Promotion of Access to Information Act 2 of 2000, as amended, (PAIA) and the Protection of Personal Information Act 4 of 2013 (POPIA)

**CONSENT TO PROCESS (USE) PERSONAL INFORMATION**
**(Informed Consent Notice)**

The Protection of Personal Information Act 4 of 2013 ("POPIA") aims to give effect to the constitutional right to privacy, whilst balancing this against competing rights and interests, particularly the right of access to information. POPIA sets out conditions for the lawful processing of personal information and seeks to regulate every step of the processing of personal information, from how personal information must be handled when it is collected until the time it is destroyed. The Vaal-Orange Catchment Management Agency (VOCMA) will at all times endeavour to implement processes and systems, and day-to-day activities to protect our employee's, client's and supplier's ("Data Subject") personal information.

**1. INTRODUCTION**

The Protection of Personal Information Act, 4 of 2013, ("POPIA") regulates and controls the processing, including the collection, use, and transfer of a person's personal information. In terms of POPIA, the VOCMA (Responsible Party) has a legal duty to collect, use, transfer and destroy (process) another's (Data Subject) personal information (Personal Information) in a lawful, legitimate and responsible manner and in accordance with the provisions outlined in the eight processing conditions of POPIA.
All processing of a Data Subject's Personal Information must be done with the Data Subject's permission, i.e. the Data Subject has to consent to the processing of its Personal Information. In order to comply with POPIA, VOCMA as the Responsible Party, requires your, the Data Subject's, permission to process the Data subject's Personal Information. This Informed Consent Notice is applicable to all VOCMA employees, clients and suppliers – both current and new.

**2. PURPOSE**

In order to give effect to your commercial relationship with the VOCMA as an employee, client or supplier VOCMA needs to process your Personal Information which Personal Information will be used for a number of legitimate purposes, including, inter-alia;

- Compliance with governing laws, corporate governance codes, and applicable policies.
- Entering into a contract.
- Where required by law, to disclose your information.
- To communicate with you and attend to your enquiries and requests.
- When necessary or required, to provide you with information about VOCMA.
- In order to compile statistics and other analytical information.
- Performing internal processes, such as to make payments.
- To mitigate risk to VOCMA and eliminate fraud occurrences.

You, the Data Subject, agrees that VOCMA may use all the Personal Information which you, the Data Subject, provides to VOCMA which VOCMA requires to give effect to your commercial relationship with the VOCMA.
VOCMA in turn undertakes that it will only use your, the Data Subject's, Personal Information for the aforementioned purposes and for no other purposes, unless with your, the Data Subject's, prior permission.

**3. WITHHOLDING CONSENT OR WITHHOLDING PERSONAL INFORMATION**

Should you, the Data Subject, refuse to provide VOCMA with your Personal Information which is required by VOCMA for the purposes indicated above, and the required consent to process the aforementioned Personal Information then VOCMA will be unable to engage with you, the Data Subject, or enter into any agreement or relationship with you, the Data Subject. However, the Data Subject is required to provide the information voluntarily and understands that same is mandatory as described above.

**4. USE, STORAGE, RETENTION AND DESTRUCTION OF PERSONAL INFORMATION**

Your, the Data Subject's, Personal Information may be processed on individual computers and stored electronically in a centralised data base, which, for operational reasons, will be accessible to all within VOCMA on a need to know and business basis, save that where appropriate, some of your, the Data Subject's, Personal Information may be retained in hard copy. All Personal Information which you, the Data Subject, provide to VOCMA will be held and/or stored securely. In this regard VOCMA undertakes to conduct regular audits regarding the safety and the security of your, the

Data Subject's, Personal Information. Once your, the Data Subject's, Personal Information is no longer required due to the fact that the purpose for which the Personal Information was held has come to an end and expired, such Personal Information will be safely and securely archived as per the requirements of any law applicable in South Africa. VOCMA thereafter will ensure that such Personal Information is permanently destroyed.

## 5. DISCLOSURE AND CROSS BORDER TRANSFER

VOCMA may from time to time have to disclose your, the Data Subject's, Personal Information to other parties but such disclosure will always be subject to an agreement which will be concluded between VOCMA and the party to whom it is disclosing your, the Data Subject's, Personal Information to, which contractually obliges the recipient of your Personal Information to comply with strict confidentiality and data security conditions.
Where Personal Information and related data is transferred to a country outside the borders of South Africa, your, the Data Subject's, Personal Information will only be transferred to those countries which have similar data privacy laws in place or where the recipient of the Personal Information is bound contractually to a no lesser set of obligations than those imposed by POPIA.

## 6. OBJECTIONS AND COMPLAINTS

You, the Data Subject, are encouraged to make immediate contact with the VOCMA Information Officer at any time if you are not comfortable or satisfied with the manner in which VOCMA is processing your, the Data Subject's, Personal Information. On receipt of your, the Data Subject's, objection VOCMA will place a hold on any further processing until the cause of the objection has been resolved. If you, the Data Subject, are not satisfied with such process, you, the Data Subject, has the right to lodge a complaint with the Information Regulator. Furthermore, you the Data Subject, have the right to request VOCMA to destroy all records of your personal information.

## 7. QUALITY AND RESPONSIBILITY OF PERSONAL INFORMATION

POPIA requires that all your, the Data Subject's, Personal Information and related details, as supplied by you, the Data Subject, are complete, accurate and up-to-date. Whilst VOCMA will always use its best endeavours to ensure that your, the Data Subject's, Personal Information is reliable, it is your, the Data Subject's, responsibility to provide accurate and truthful information and further to advise VOCMA of any changes to your, the Data Subject's, Personal Information, as and when these may occur.

## 8. DATA SUBJECT'S RIGHT TO ACCESS PERSONAL INFORMATION

You, the Data Subject has the right at any time to ask VOCMA to provide you, the Data Subject, with details of the Personal Information which VOCMA holds on your, the Data Subject's, behalf; and/or the purpose for which it has been used provided that such request is made using the VOCMA PAIA process.

## 9. VOCMA'S RIGHT TO AMEND

VOCMA reserves the right to amend this Informed Consent Notice from time to time. You, the Data Subject are requested to please check with VOCMA periodically to inform yourself, the Data Subject, of any changes.

## 10. SUCCESSORS IN TITLE

The rights and obligations of the parties under this Informed Consent Notice will be binding on, and will be of benefit to, each of the parties' successors in title and/or assigns where applicable, i.e. in the case of a sale or transfer of business by the Data Subject to another.

## 11. DECLARATION AND INFORMED CONSENT

I, the Data Subject, confirm that my, the Data Subject's, Personal Information, provided is accurate, up-to-date, not misleading and is complete in all respects, save where same may change and then in such an event, I, the Data Subject, undertake to advise VOCMA or its Operator(s)[1] of these changes. I, the Data Subject, in providing the required Personal Information to VOCMA and/or to its Operator, consent and give VOCMA permission to process and further process (where necessary and strictly directly related to the initial processing) my, the Data Subject's, Personal Information as and where required and acknowledge that I, the Data Subject, understand the purposes for which the Personal Information is required and for which it will be used. Furthermore, should any of the Personal Information which has been provided by myself concern or pertain to a legal entity whom I represent, I confirm that I have the necessary authority to act on behalf of such legal entity, Data Subject, and that I have the right to provide the Personal Information and/or the required consent to use said Personal Information, on behalf of the aforementioned legal entity. Furthermore, should any of the Personal Information belong to any of my dependants and/or beneficiaries who are underage [2], I in my capacity as their legal guardian and competent person give VOCMA the appropriate permission to process their Personal Information for the purposes for which these details were given. Furthermore, I hereby

consent to being contacted by VOCMA, electronically or otherwise, in order to fulfil the commercial relationship between myself, the Data Subject and VOCMA.

## 12. VOCMA INFORMATION OFFICER

VOCMA Information Officer
Ms. Lerato Morake
Chief Executive Officer
morakem@dws.gov.za
051 405 9000

(1) "Operator" means a natural person or a juristic person who processes your, a Data Subject's, Personal Information on behalf of VOCMA in terms of a contract or mandate, without coming under the direct authority of VOCMA; VOCMA will, in order to pursue and protect its legitimate interests and in many cases to protect you, the Data Subject, will under a written contract ask Operators to process certain categories of your, the Data Subject's, Personal Information on its behalf including without detracting from the generality thereof, advertising agencies, research companies, PR agencies, Relevant Industry Associations, Payroll service providers, Core Benefits Providers, Medical Aid/Cover providers, Retirement Funding Providers, Auditors, Legal Practitioners, and Government and Provincial Departments.

**CONSENT DECLARATION**

The Data Subject, by signing this document, hereby consents to the use of the Data Subject's personal information submitted to VOCMA and confirms that:

- the information is supplied voluntarily, without undue influence from any party and not under any duress; and
- the information which is supplied is mandatory for the purposes of entering into a commercial agreement and that without such information, VOCMA may not enter into the agreement with the Data Subject.

The Data Subject acknowledges that the Data Subject is aware of the following rights with regard to such personal information which is submitted to VOCMA. The right to:

- access the information at any reasonable time for purposes of rectification thereof;
- object to the processing of the information in which case the commercial agreement may be terminated; and
- lodge a complaint to the Information Regulator.

Thus signed on this _____ day of _____ 20 ___ in the presence of the undersigned witnesses:

I, _____ (full names of Data Subject),

ID Number _____, on behalf of _____ (state legal entity if applicable),

Company Registration Number _____,

hereby Give My Consent. _____ Signature (Data Subject)

Full Name: _____

Witness (1): _____

Full Name: _____

Witness (2): _____

Full Name: _____

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

VOCMA will from time to time have to process Personal Information of a child who may belong to you, a Data Subject, for amongst other reasons employment and benefit related purposes, which use will require the competent person's consent.

**ANNEXURE 5**

**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**

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

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

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

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

**14. Spare parts**

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

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

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

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

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

**15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

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

**28. Limitation of liability**

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

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

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

**34. Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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**