INVITATION FOR EXPRESSIONS OF INTEREST (EOI) FOR APPOINTMENT INTO A POOL OF SMALL CONTRACTORS RFP 5 OF 2019

BIDDER: _____

CENTRAL SUPPLIER DATABASE (CSD) NUMBER : _____

CLOSING DATE: **11 OCTOBER 2019**

CLOSING TIME: **12H00**

PREPARED BY:

BUFFALO CITY METROPOLITAN DEVELOPMENT AGENCY
Investment Centre
East London IDZ
Lower Chester Road
Sunnyridge
East London
5241
Website: **www.bcmda.org.za**

BCMDA
BUFFALO CITY METROPOLITAN
DEVELOPMENT AGENCY

INVITATION FOR EXPRESSIONS OF INTEREST (EOI) FOR APPOINTMENT INTO A POOL OF SMALL CONTRACTORS RFP 5 OF 2019

Expressions of interest (EOI) are hereby invited from suitably qualified and experience service providers to submit proposals in respects of the following project:

REF. NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	PERIOD	CLOSING DATE AND TIME
RFP 3 of 2019	Pool of SMME contractors for urban and environmental upgrading, landscaping and maintenance in various parts of the BCMM area for 12 months period. **(ONLY BBBEE LEVEL ONE CONTRIBUTORS WITH CIDB GRADING 1, 2 AND 3 MAY SUBMIT PROPOSALS)**	**Date:** 26 September 2019. **Time:** 10H00. **Venue:** BCMDA Boardroom, Investment Centre, East London IDZ, Lower Chester Road, Sunnyridge, East London.	12 months	Date: 11 October 2019. Time: 12H00

Detailed tender documents are available from 23 September 2019 as follows:

1. In the case of BCMDA printed documents: upon payment of a non-refundable document fee of **R300.00**. Payments must be made by direct deposit into the Agency's bank account. Banking details will be provided on request.
2. Documents can also be requested, free of charge, from these email addresses: aviwe@bcmda.org.za or amanda@bcmda.org.za.

The compulsory briefing details contained above must be noted.

Proposals are to be submitted using the documentation provided, put in a sealed envelope and stipulate the EOI number and description of the project to which the proposal relates.

Bid documents must be deposited in the Tender Box and Quotations must be deposited in the Quotation box at Investment Centre, East London IDZ, Lower Chester Road, Sunnyridge, East London NOT LATER THAN THE CUT-OFF **DATE AND TIME REFLECTED ABOVE.** THE LIST OF PROPOSALS SUBMITTED WILL BE OPENED AND READ IN PUBLIC.

All queries and clarifications are to be addressed to Mr A. Manciya at email: aviwe@bcmda.org.za.

TENDERERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS:

- **CIDB Grading required including potential emerging contractors: –**

Contractor Category	Classes of Works	Required Grades
General Building	**GB**	**1 – 3**
Civil Engineering	**CE**	**1 – 3**
Electrical Engineering – Building	**EB**	**1 – 3**
Electrical Engineering – Infrastructure	**EP**	**1 – 3**
Mechanical Engineering Works	**ME**	**1 – 3**
Special Works	**SB, SC, SD, SE, SF, SG, SH, SI, SJ, SJ, SK, SL, SM, SN, SO & SQ**	**1 – 3**

- Service providers must be registered on **National Treasury's Central Supplier Database** and submit a summary report as proof of registration or alternatively reflect the CSD supplier number on their proposal;
- A valid **original** tax clearance certificate issued by South African Revenue Services is to be submitted with the completed tender or a copy thereof that is supported by a tax compliance verification pin;
- All prices must be inclusive of VAT, where applicable;
- **Only bidders with a BBBEE level one status contributors will be considered AND this must be supported by an original and valid B-BBEE Status Level Verification Certificates or certified copies (with original signatures and stamp) thereof together with their proposals**. **FAILURE TO DO SO WILL RENDER THE PROPOSALS NON RESPONSIVE.**
- A joint venture, trust or consortium; must submit a consolidated B-BBEE status level verification certificate.
- Bidders must submit confirmation that **the bidders and all its directors** municipal accounts are not in arrears for a period exceeding 3 months. **Such confirmation must be for both the company and for its directors and must be as follows**:
    - statements of municipal accounts showing the age of the municipal debt; OR
    - a tenderers debt clearance certificate from their respective municipality that is stamped and signed by that municipality;
- BCMDA reserves the right to request further written information or clarification on any aspect pertaining to this tender;
- Bids received after the specified closing time and date will not be considered;
- **Bidders must score a minimum of 70% or points on functionality assessment in order for them to be considered for appointment on the panel / pool**;

- Proposals should be well structured and should detail how the required services will be implemented based on the needs of the Agency as per the terms of reference contained in the tender document;
- The BCMDA does not bind itself to accept the lowest priced tender or any tender and reserves the right to accept the whole or part of the tender.
- All bids are valid for 90 days after the bid closing date;
- Bids must be sealed and completed in full. Unsigned or bids submitted by facsimile, will not be accepted;
- BCMDA will not take responsibility for incorrectly delivered bids sent by courier. It is the bidder's responsibility to make sure that their bid is correctly delivered in the tender box on or before the closing date of this bid;
- BCMDA bid documentation completed in ink and in full. Bidder must ensure that the bid documents by BCMDA are returned in-tact, in original page number sequence and no attachments may disturb this sequence;
- The bidder(s) must include a company profile detailing:
    - Shareholders/Partners/Directors details, including name, position, race and gender;
    - The level of control that Historically Disadvantaged Individuals possess in the bidding enterprise as well as their involvement in the operational and management levels;
    - Address of bidding office;
    - The contact details of one contact person must be provided and that person should be the primary liaison with the Buffalo City Metropolitan Development Agency in all correspondence;
    - Capacity of the bidder to execute the contract;
    - Any other information which the bidder may deem necessary and relevant for the bid.

- **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE LOCAL GOVERNMENT MUNICIPAL FINANCE MANAGEMENT ACT 56 OF 2003: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.**

Failure to meet the above stated minimum requirements will result in a tender being considered non-responsive and therefore not considered for the award of the contract.

Evaluation criteria:
Stage 1: Compliance evaluation (evaluation of the above tender conditions):

Stage 2: Functionality Evaluation (Bidders must score a minimum of 70% or points on functionality assessment in order for them to be considered for appointment on the panel / pool)

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BUFFALLO CITY METROPOLITAN DEVELOPMENT AGENCY					
BID NUMBER:	**RFP 5 OF 2019**	**CLOSING DATE:**	**11 OCTOBER 2019**	**CLOSING TIME:**	**12H00**
DESCRIPTION	**INVITATION FOR EXPRESSION OF INTEREST FOR APPOINTMENT INTO A POOL OF SMALL CONTRACTORS.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Investment Centre, East London IDZ, Lower Chester Road, Sunnyridge, East London

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					
TAX COMPLIANCE STATUS	**TCS PIN:**		OR	**CSD No:**	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ **Yes** ☐ **No**		**B-BBEE STATUS LEVEL SWORN AFFIDAVIT**	☐ **Yes** ☐ **No**	

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

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐**Yes** ☐**No** **[IF YES ENCLOSE PROOF]**	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐**Yes** ☐**No** **[IF YES, ANSWER PART B:3]**
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**NOT APPLICABLE**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		**CONTACT PERSON**	
CONTACT PERSON		**TELEPHONE NUMBER**	
TELEPHONE NUMBER		**FACSIMILE NUMBER**	
FACSIMILE NUMBER		**E-MAIL ADDRESS**	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

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 ONLINE
1.3.	**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.**
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.**
2.3	**APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.**
2.4	**FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.**
2.5	**BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.**
2.6	**IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.**
2.7	**WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.**
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	**IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?** ☐ **YES** ☐ **NO**
3.2.	**DOES THE ENTITY HAVE A BRANCH IN THE RSA?** ☐ **YES** ☐ **NO**
3.3.	**DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?** ☐ **YES** ☐ **NO**
3.4.	**DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?** ☐ **YES** ☐ **NO**
3.5.	**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 ABOVE.

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

SIGNATURE OF BIDDER: …… DATE:……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

MBD 2
TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Alternatively a tax compliance verification pin must accompany a copy of a Tax Clearance Certificate.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

JOINT VENTURE DISCLOSURE FORM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment
b) work items to be performed by the Affirmable Joint Venture Partner's own forces
c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name.....

b) Postal address.....

.....

.....

c) Physical address.....

.....

.....

d) Telephone.....

e) Fax .....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

……..……

2.2(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

……

3.2(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .....…%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing .....….....….....

(ii) Initial capital contribution in Rands .....…….....

.....….....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

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

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		

d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors

and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

(Continue as necessary)

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars (where applicable) must be furnished. In the case of a joint venture or separate enterprise, questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income Tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

□ a member of any municipal council □ a member of any provincial legislature □ a member of the National Assembly or the National Council of Province	□ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) □ a member of an accounting authority of any

□ a member of the board of directors of any municipal entity □ an official of any municipality or municipal entity	national or provincial public entity □ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, please disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

□ a member of any municipal council □ a member of any provincial legislature □ a member of the National Assembly or the National Council of Province □ a member of the board of directors of any municipal entity □ an official of any municipality or municipal entity	□ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) □ a member of an accounting authority of any national or provincial public entity □ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.
Signed
Name
Enterprise Name

*insert separate page if neccessary

TENDERERS FINANCIAL STANDING AND CONFIRMATION OF COMPANY BANK DETAILS *(an original letter for financial bank rating code stamped by your bank is to be attached to this form*.)

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name: .....

Company Registration Number: .....

VAT Number: .....

Professional Registration Details: .....

Professional Indemnity Details: .....

COMPANY BANK DETAILS

Bank Name .....
Branch.....
Account Type .....
Bank Account Number .....
Contact Person .....
Tel No. .....
Fax No. .....
Address .....
BIDDER'S REPRESENTATIVE: …….

Signature of bidder's representative ……..……

Date……..

AFFIX COMPANY STAMP HERE

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required, the ownership must accumulate to 100%.

NAME AND SURNAME	IDENTITY NUMBER	CITIZENSHIP	DATE OF OWNERSHIP	% OWNED	VOTING %

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

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

3.8.1 If yes, furnish particulars. ……

……..

[1]MSCM Regulations: "in the service of the state" means to be –

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

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.……..……..

……

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

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
……

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

3.12.1 If yes, furnish particulars.
……
……

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

3.13.1 If yes, furnish particulars.
……
……

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

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

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

Full Name	Identity Number	State Employee Number

…….. ……..

Signature **Date**

…… ……..

Capacity **Name of Bidder**

SCHEDULE OF THE TENDERER'S PAST EXPERIENCE

The following is a statement of similar projects successfully executed by the company (complete or attach a separate schedule if necessary)

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed _____ **Date** .....

Name _____ **Position** .....

Tenderer .....

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm ……..

VAT registration number .....

Company registration number ……..

TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One person business/sole propriety
- □ Close corporation
- □ Company
- □ (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…….....
…….....

COMPANY CLASSIFICATION

- □ Manufacturer
- □ Supplier
- □ Professional service provider
- □ Building Contractor
- □ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business?……

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

SIGNATURE OF BIDDER…….. DATE:……

ADDRESS:……

FUNCTIONALITY EVALUATION CRITERIA

Bidders must score a minimum of 70% or points on functionality assessment in order for them to be considered for appointment on the panel / pool.

Evaluation Criteria	Evaluation Element	Sub Weight	Min Weight	Max Weight
Experience operating in the relevant discipline and the number of infrastructur and related projects completed in the las years (Proof of practical completion / final completion certificates of projects of similar value an size falling within CIDB grading.	2 projects	20	20	40
	3 projects	30		
	4 or more projects	40		
Experience of minimum 3 key staff assigned to the project in relevant discipline: • Artisan – NQF Level 5 • Technician – NQF Level 6 • Project Manager – NQF Level 6 Certified copies of original certificates and CV must be provided.	2 years	10	10	20
	3 years	15		
	4 or more years	20		
Proof of credit facility or access to finances equivalent to the CIDB grading.		10	10	10
Locality – Offices within BCMM municipa area	Proof of address (e.g. Municipal account; Municipal debt clearance certificate; etc)	30	30	30
TOTAL SCORE			70	100
Minimum Threshold (70 / 100)				

*** Bidders who have scored less than 70 on the total functionality points will automatically be disqualified.**

TERMS OF REFERENCE

INTRODUCTION

The Buffalo City Metropolitan Development Agency (BCMDA) is a municipal entity wholly owned by the Buffalo City Metropolitan Municipality. It is a successor to the Buffalo City Development Agency that was established as a non-profit company by the Municipality in 2004. As the legislation evolved over time, it was deemed necessary to become a profit orientated company and was established as a profit company on 20 April 2016, in terms of the Companies Act, 2008 as amended. This allows the Agency to transact, generate funds and have a borrowing capacity to carry its mandate to increase economic growth through tourism, economic and social development as well as property management and commercialization.

PURPOSE

The Buffalo City Metropolitan Development Agency (BCMDA) would like to invite contractors to form part of a panel of contractors to assist the Agency with the construction, upgrade and refurbishment works of various infrastructure projects (building construction, civil works, electrical works, mechanical works, landscaping, waste removal etc. and other special works), on an as-and-when required basis for a period of 12 months from the date of appointment (only CIDB level 1, 2 and 3). Appointment to the panel of contractors does not guarantee of any quantum of works.

The objective is to have a readily available panel of contactors which can be called upon to perform work in the different classes of construction and related works on an as-and-when required basis.

TERMS OF REFERENCE

The Buffalo City Metropolitan Development Agency (BCMDA) is a municipal entity wholly owned by the Buffalo City Metropolitan Municipality and established in terms of S76 of the Municipal Systems Act, 32 of 2000, as amended. The primary mandate of BCMDA is to attract investors into Buffalo City and increase economic growth through tourism, economic and social development as well as property management and commercialisation.

In line with its mandate and functions the Agency require assistance with various projects in the CBD, Southernwood, Quigney, East London Beach Front, Leaches and Fullers Bay and various other sites that deals with urban upgrading and improvements, landscaping, cleaning and waste removal and envisage that various work packages will be created that are linked to these work outcomes.

In an effort to ensure that the BCMDA consistently meets its service delivery targets as communicated through its Strategic Plan and Annual Performance Plan, sufficient resources and effective measures need to be put in place. In order to achieve this, the Agency needs to have a readily available panel of contractors which can be called upon to assist in the roll-out of infrastructure projects on an as-and-when required basis, in an effort to assist and intervene where there are project delivery challenges.

The panel of contractors will consist of contractors that can be called upon to perform the following classes of work:

- Building related construction (GB)
- Civil Engineering (CE)
- Electrical engineering (EB)
- Electrical Engineering – Infrastructure (EP)
- Mechanical Engineering (ME)
- Special Works

The work to be afforded to contractors are supplemental services or improvements to that of the BCMM and its various Directorates and Departments and may include the following:

- General Maintenance on BCMDA assets and spaces
- Demolitions, removals and alterations
- Street and sidewalk cleaning
- Graffiti removal
- Minor building upgrades
- Holiday decorations
- Improvement of streetlights
- Installation of customised waste receptacles
- Installation of signage
- Installation of street furniture and flower boxes
- Earthworks and Landscaping at designated areas
- Planting of trees and flowers
- Paving and Gabion work

- Fencing and structural Steel Work
- Plumbing and drainage

FUNCTIONALITY REQUIREMENTS

These requirements will be based on the evaluation criteria for functionality. They will not be limited to but include the following:

- Company's years of experience: A company must provide a detailed company profile including CIPC documents from which their experience will be evaluated. Experience has to be indicated per specific disciplines.
- Number of successfully completed projects: A list of companies / local authorities for whom the bidder has undertaken similar work in the past 5 years, must be provided with the most recently serviced company / local authority being mentioned first and the remainder sequentially in date order. In addition, the bidder is required to specify the nature and value of all work done including contact details, reference letters and completion certificates.
- Capacity and resources: The extent of available support personnel a bidder has at any point in time to assist with this field of expertise must be stated – company organogram. Furthermore, the Bidder must advise on the availability and number of plant and equipment etc. – OWN OR HIRE.
- Company's financials: The bidder must be able to demonstrate their financial capacity to implement the various projects through provision of certified bank statements and proof of access to funding / financial backing from a registered development finance institution (DFI).

GOVERNANCE STRUCTURE

The Database will be managed by the BCMDA Supply Chain and Development Facilitation Divisions / Units. BCMDA will implement procedures to split work in a fair and equitable basis within all levels of CIDB grading.

SPECIAL CONDITIONS

- All work performed shall be conducted in accordance with best practice in the field of construction management and maintenance.

- All work performed shall be performed by suitably qualified staff appointed by the Bidder.
- All work performed shall be supervised, reviewed and quality assured by suitably qualified staff of the Bidder.
- All working papers and reports, attendance registers arising from work done, including, where applicable, review notes shall become the property of the Buffalo City Metropolitan Development Agency. Such records shall be provided in both electronic format [Microsoft Word and Excel] and hard copies.
- Reports shall be provided in both printed format and editable electronic format. All spatial information collected should be submitted in GIS capable file format (shape-files, layer files and mxd files).
- Bidders are expected to provide own tools of trade viz laptops/computers, software and other relevant accessories for the effective execution of the project.

REQUEST BY BIDDER TO BE CONSIDERED FOR PLACEMENT ON THE BCMDA PANEL

The below table need to be completed by all bidders. Also note that proof of CIDB certificate should be attached. Failure to do so will disqualify the bidder for that specific field of expertise.

The contact person's details have to be provided for contacting when quotations will be invited by Departments.

BIDDER'S CLASS AND FINANCIAL CAPABILITY (GRADE) FOR PURPOSES OF GROUPING WHEN ISSUING WORKS

Class of Construction work	**Indicate Interest (X)**	**Grade (Bidder to write applicable grade)**
GB (General building works)		
CE (Civil Engineering works)		
EB (Electrical Engineering, building works)		
EP (Electrical Engineering, infrastructure works)		
ME (Mechanical Engineering works)		

Other – Special Works:		

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a) abused the institution's supply chain management system;
b) committed fraud or any other improper conduct in relation to such system; or
c) failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	**Question**	**Yes**	**No**
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No
4.1.1 If so, furnish particulars:			
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
3.2.1 If so, furnish particulars:			
4.3	Was the bidder or any of its directors convicted by a court of law	Yes	No

	(including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1 If so, furnish particulars:			
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

a) I, the undersigned,

(full name _____ certify that the information furnished on this declaration form is true and correct.

b) I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature: _____ Date: _____

Position: _____

Name of Bidder: _____

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This MBD 9 serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

a) Includes price quotations, advertised competitive bids, limited bids and proposals.

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

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

INVITATION FOR EXPRESSION OF INTEREST FOR APPOINTMENT INTO A POOL OF SMALL CONTRACTORS – RFP 5 OF 2019.

in response to the invitation for the bid made by: **BUFFALO CITY METROPOLITAN DEVELOPMENT AGENCY**

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

I certify, on behalf of:

_____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (d) methods, factors or formulas used to calculate prices;
   (e) the intention or decision to submit or not to submit, a bid;
   (f) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (g) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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. 4

MBD 9

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

_____ _____

Signature Date

_____

Position

_____

Name of Bidder

BCMDA SPECIAL CONDITIONS OF CONTRACT [SCC]

Bidders must take note of the following Special Conditions:

1. **Bidders submitting proposals should provide:**
   a) A letter of reference from either the current or previous client that are organs of the state signed by the Accounting Officer as testimony of the bidder's ability to execute the services required.

2. **Bidders should also note that offers will only be accepted if:**
   a) the firm is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS;

   b) the firm or any of its directors, partners or associates are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

   c) The Bidder has not:

      i. Previously abused any municipality's Supply Chain Management System; or
      ii. failed to pay any municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three (3) months;
      iii. failed to perform on any previous instruction and has been given a written notice to this effect;

   d) The firm has no conflicts of interest which may impact on the firm's ability to perform instruction in the best interests of the municipality or potentially compromise instructions.

3. **Confidentiality**

The successful bidder shall be required to maintain strict confidentiality of all information acquired during the course of the project.

N.B: Proposals that fail to comply with the abovementioned special conditions shall be disqualified.

BCMDA GENERAL CONDITIONS OF CONTRACT (GCC)

The purpose of this section of the Bid 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
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13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure

26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. DEFINITIONS

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

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 value-adding activities.

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

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.

5. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) A cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

(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 and detailed in the Service Level Agreement (SLA) or as per clause 12.1 of 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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 and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

RETURNABLE DOCUMENTS

BIDDERS SHOULD NOTE THAT THE FOLLOWING DOCUMENTS MUST BE ENCLOSED IN THE BID DOCUMENT AS REQUIRED ON THE RETURNABLE SCHEDULE FOR EVALUATION PURPOSES.

- ORIGINAL TAX CLEARANCE CERTIFICATE/ TAX COMPLIANCE VERIFICATION PIN
- CSD SUMMARY REPORT OR CSD NUMBER
- CIPRO CERTIFICATES
- VALID B-BBEE STATUS VERIFICATION CERTIFICATES
- COMPANY PROFILES
- CERTIFIED ID COPIES OF COMPANY OWNERS / DIRECTORS
- MUNICIPAL CLEARANCE CERTIFICATES FOR DIRECTORS AND COMPANY
- A TRACK RECORD / LIST OF PREVIOUS COMPLETED PROJECTS WITH REFERENCE LETTERS FROM CLIENTS SIGNED BY THE ACCOUNTING OFFICER OF THAT INSTITUTION.
- BCMDA BID DOCUMENT COMPLETED IN FULL
- JOINT VENTURE AGREEMENTS, WERE APPLICABLE
- ALL RELEVANT DOCUMENTATION SERVING AS PROOF THAT THE BID CONDITIONS HAVE BEEN MET.

BID CHECK LIST

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

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. All sections requiring information have been completed.
4. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and all other documents as described in the Returnable Documents above.
5. The bid document is submitted on or before **12h00** on the due date 11 **OCTOBER 2019** at the designated bid box of the BCMDA.
6. BCMDA bid documentation completed in ink and in full. Bidder must ensure that the bid documents by BCMDA are returned in-tact, in original page number sequence and no attachments may disturb this sequence

Bidders are encouraged to submit clearly referenced bidding documents.