BCMDA
BUFFALO CITY METROPOLITAN
DEVELOPMENT AGENCY

# DUNCAN VILLAGE BUY BACK CENTRE AND INTERGRATED WASTE MANAGEMENT, PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES (RE-ADVERT)

## BID NO: 2 OF 2025

**BIDDER:** _____

**CLOSING DATE:** **23 JANUARY 2026**

**CLOSING TIME:** **12H00 P.M.**

**CSD NUMBER:** _____

**VALID SARS PIN:** _____ **TAX REFERENCE NUMBER:** _____

**SUBMISSION ADDRESS:** **69 FRERE ROAD, VINCENT, EAST LONDON (CORNER OF FRERE ROAD AND WINDSOR ROAD VINCENT (USE ENTRANCE AT WINDSOR ROAD)**

**PREPARED BY:**

**BUFFALO CITY METROPOLITAN DEVELOPMENT AGENCY**
**69 FRERE ROAD**
**VINCENT**
**EAST LONDON**
**Website:** www.bcmda.org.za

# BID NOTICE
# BID 2 OF 2025

Suitably qualified and experienced service providers are hereby invited to submit bids for **DUNCAN VILLAGE BUY BACK CENTRE AND INTERGRATED WASTE MANAGEMENT, PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES (RE-ADVERT).**

Detailed tender documents can be downloaded free of charge from the BCMDA website: www.bcmda.org.za, from **12 January 2026**.

Bid documents are to be submitted in a sealed envelope, stipulating the **BID NUMBER**, **NAME OF THE PROJECT**. Documents must be deposited in the Tender Box AT BCMDA **69 FRERE ROAD VINCENT EAST LONDON NOT LATER THAN, 23 JANUARY 2026 at 12h00 NOON.** BIDS WILL BE OPENED AND READ IN PUBLIC.

All queries and clarifications are to be addressed to Ms. Z Madabane at email: zisanda@bcmda.org.za. The cut-off dates for such queries and clarifications will be **19 January 2026.**

**EVALUATION CRITERIA**

1. Compliance Evaluation.
2. Additional Minimum Requirements.
3. Proposals will be evaluated on the functionality criteria and proposals that score less than 80 points out of 100 points will not be eligible for appointment. Evaluation Criteria and Weight is detailed in the bid document.
4. The 80/20 preference point system, detailed in the tender document, will be used as follows:

| **CRITERIA** | **POINTS** |
|---|---|
| Price | 80 |
| Specific goals | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

**A GQOBOKA**
**CHIEF EXECUTIVE OFFICER**

**TENDERERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS:**

A. 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 – **APPLIES TO ALL PARTNERS IN A JV OR CONSORTIUM**;
B. All prices must be inclusive of VAT, where applicable;
C. All prospective/interested bidders must complete (and sign) bidding documents in full **(ALL JV OR CONSORTIUM PARTNERS MUST COMPLETE MBD FORMS 4,8 AND 9)**;
**D. Use of Tippex and erasable ink will render the bid non- responsive;**
E. In the case of a JV or consortium the relevant **JV or consortium agreement** must be provided with the bid;
F. Bidders must submit confirmation that **the bidder's** municipal accounts are not in arrears for a period exceeding 3 months. **Such confirmation must be for the company (INCLUDING ALL PARTNERS IN A JV OR CONSORTIUM) must be as follows**:
    a. statements of municipal accounts showing the age of the municipal debt; OR
    b. a tenderers debt clearance certificate from their respective municipality that is stamped and signed by that municipality; OR
    c. lease agreements (signed by both lessor and lessee) must be submitted and must be supported by:
        i. a written confirmation from the lessor stating that the bidder is not in arrears with regards to their payment obligations in terms of the lease agreement.
G. **IN ADDITION TO F ABOVE :** Bidders must submit confirmation that **its directors'** municipal accounts are not in arrears for a period exceeding 3 months. **Such confirmation must be for the directors (INCLUDING FOR ALL DIRECTORS OF PARTNERS IN A JV OR CONSORTIUM) and must be as follows**:
    a. statements of municipal accounts showing the age of the municipal debt; OR
    b. a tenderers debt clearance certificate from their respective municipality that is stamped and signed by that municipality; OR
    c. lease agreements (signed by both lessor and lessee) must be submitted and must be supported by:
        i. a written confirmation from the lessor stating that the bidder is not in arrears with regards to their payment obligations in terms of the lease agreement.
H. BCMDA reserves the right to request further written information or clarification on any aspect pertaining to this tender, in line with the BCMDA SCM Policy;
I. Bids received after the specified closing time and date will not be considered;
J. 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.
K. All bids are valid for 120 days after the bid closing date;
L. Bids must be sealed and completed in full. Unsigned or bids submitted by facsimile, will not be accepted;

M. 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;
N. 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;
O. 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 submit the documents requested or adhere to the conditions above will result in a tender being considered non-responsive and therefore not considered for the award of the contract, taking into account paragraph H. above.**

**MBD 1**

**PART A**

# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BUFFALLO CITY METROPOLITAN DEVELOPMENT AGENCY | | | | | |
|---|---|---|---|---|---|
| **BID NUMBER:** | **2 OF 2025** | **CLOSING DATE:** | **23 JANUARY 2026** | **CLOSING TIME:** | **12H00** |
| **DESCRIPTION** | **DUNCAN VILLAGE BUY BACK CENTRE AND INTERGRATED WASTE MANAGEMENT, PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES (RE-ADVERT)** | | | | |
| 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)***

**69 FRERE ROAD, VINCENT, 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 MONTHLY BID PRICE** | R |
| **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** | **MANAGER: SCM & ASSET** | **CONTACT PERSON** | |
| **CONTACT PERSON** | **AVIWE MANCIYA** | **TELEPHONE NUMBER** | |
| **TELEPHONE NUMBER** | | **FACSIMILE NUMBER** | |
| **FACSIMILE NUMBER** | | **E-MAIL ADDRESS** | |
| **E-MAIL ADDRESS** | **aviwe@bcmda.org.za** | | |

**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: ……**

BCMDA
BUFFALO CITY METROPOLITAN
DEVELOPMENT AGENCY

# TERMS OF REFERENCE

**DUNCAN VILLAGE BUY BACK CENTRE AND INTERGRATED WASTE MANAGEMENT, PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES**

Buffalo City Metropolitan Development Agency (“BCMDA”)

**TERMS OF REFERENCE: DUNCAN VILLAGE BUY-BACK CENTRE AND INTERGRATED WASTE MANAGEMENT SERVICES – REQUEST FOR PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES "TO BE READ TOGETHER WITH THE APPENDED BUSINESS PLAN".**

**Request for submission of proposals for the Project Management and Implementation Services of the Duncan Village Waste Management and Implementation Programme in the Buffalo City Metro**

The Buffalo City Metropolitan Development Agency (BCMDA) is calling for formal written proposals for appointment of a professional service provider for the provision of Project Management and Implementation services of the Duncan Village Buy-Back Centre and Waste Management Programme.

Buffalo City Metropolitan Development Agency (BCMDA) is a state – owned company (SOC Ltd) – 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 BCMDA mandate is centred on investment attraction and economic growth into the City while maintaining strategic alignment with the Buffalo City Metropolitan Municipality (BCMM) through the Metro Growth and Development Strategy (MGDS), and BCMDA has a critical role to play in ensuring the City realises its strategic aspirations by performing both a facilitation function as well as a delivery function.

The mandate includes Property Development, Tourism (Infrastructure) Development, Investment Promotion and Socio-economic Development. This mandate seeks to redress the macro challenges of poverty, inequality and unemployment and relies on the implementation of projects that are part of the Agency's normal working processes.

Therefore, emanating out its strategic plan with an outcome orientated goal of an 'improved socio-economic benefits to the City' aligned to the MGDS Vision 2030 Pillar of 'A Green City', the Agency had recognised that the identification, planning and implementation of development projects, specifically with formulation of strategic partnerships with various government departments and programmes that share similar goals and outcomes, in the fulfilment of its mandate. This largely resulted in the pursuit of government funded programmes necessary to ensure the most advantageous development projects for the Municipality and the entire Metro.

In getting the work towards implementing its mandate in place, the Agency made the decision to pursue government funded programmes for implementation within the City.
In 2019 the Agency, through the parent municipality, submitted a proposal to National Treasury for funding of a pilot waste management project within BCM. The project comprises of five (5) key components; with construction of a Buy-Back Centre in Duncan Village as the key component. The project seeks to deepen the waste management value chain in the Buffalo City Metro with Duncan Village as a pilot. The pilot's focus is mainly on the plastic waste value chain retained within the Metro, whilst contributing to

other waste streams (e.g. glass, paper/cardboard, metal, etc.) being transferred out of the City.

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. To achieve this, the Agency needs, from time to time, the assistance of professional service providers from various industry sectors to manage and implement some of the projects undertaken by the Agency.

This Request For Proposals (RFP) therefore seeks to appoint a suitably qualified professional service provider for Project Management and Implementation Services of the Duncan Village Buy-Back Centre and Waste Management Programme, in East London.

## 1. PROJECT BACKGROUND

In 2019 the Agency, through the parent municipality, submitted a proposal to National Treasury for funding of a pilot waste management project within BCMM. The project seeks to deepen the waste management value chain in the Buffalo City Metro, with Duncan Village as a pilot. The pilot's focus is mainly on the plastic waste value chain retained within the Metro, whilst contributing to other waste streams (e.g. glass, paper/cardboard, metal, etc.) being transferred out of the City.

The project comprises of five (5) key components;

I. Component 1 – Education and Awareness (Social facilitation)
II. Component 2 – Start-up and Capitalisation (SMME Establishment) - Completed
III. Component 3 – Incubation and Capacitation (SMME development) - Completed
IV. Component 4 – Infrastructure Development (Buy-Back Centre, and Factory space)
V. Component 5 – Waste Management Services (Waste collection, separation and transfer)

The project impacts the following five Wards in Duncan Village:

- Ward 1 – 6276 Households
- Ward 2 – 5884 Households
- Ward 6 – 5639 Households
- Ward 7 – 4145 Households
- Ward 8 – 5409 Households

**The appointed service provider will be responsible for the management of Components I, IV, and V as stated below.**

I. Component 1 – Education and Awareness (Social facilitation)
IV. Component 4 – Infrastructure Development (Buy-Back Centre, and Factory space)
V. Component 5 – Waste Management Services (Waste collection, separation and transfer)

## 2. PROJECT SCOPE AND DELIVERABLES

The professional service provider is to provide cost effective and practical Project Management and implementation model for the Duncan Village Buy-Back Centre and Waste Management Programme in East London. In this regard prospective service providers need to be au fait with the Buffalo City context and the Waste Management and recycling processes and systems. Also, should have practical experience in waste management and collection, recycling, OHS, environmental health, quality management, training and facilitation, social facilitation, marketing, risk management, business management of Micro Enterprises in the waste management value chain, as well as providing practical advice to various forms of government entities, in particular agencies.

Therefore, the project deliverables until project completion, on 30 April 2026, are as follows:

**COMPONENT 1:**

**2.1 Project Supervision & Administration**

2.1.1. On the ground supervision and Human Resources administration

**2.2 SHEQ & Project Management Functions**

2.2.1. Weekly and monthly Waste Data Collation
2.2.2. Monthly Report Compilation for BCMDA, BCMM and National Treasury
2.2.3. Quarterly & Annual Report Compilation for BCMDA, BCMM and National Treasury
2.2.4. Compilation of presentations and administration tasks for Bi-weekly Project Steering Committee meetings
2.2.5. Compilation of presentations and administration tasks for Quarterly National Treasury meetings
2.2.6. Compilation of all SHEQ project documentation
2.2.7. Project Close Out Report Compilation for BCMDA, BCMM and National Treasury

**2.3 Waste Collection Services**

2.3.1. Daily Waste Collection services required at the five (5) Wards and the Static Buyback Centre

**2.4 Infrastructure support**

2.4.1. Monitoring adherence to the specifications for the facility to ensure it is fit for purpose
2.4.2. Monitoring adherence to the EIA conditions
2.4.3. Conducting SHE audits

**2.5 Training & Development**

2.5.1. Training of staff to operate the equipment and Waste facility optimally

**COMPONENT 4:**

**2.6 Waste Facility Equipment Procurement**

2.6.1. Compilation of Asset Register for the Waste Facility

2.6.2. Compilation of specifications for the appropriate equipment for the waste facility currently being constructed e.g. Baling machine, forklift specifications
2.6.3. Ensuring correct installation and commissioning of the equipment
2.6.4. Training of staff to operate the equipment and facility optimally
2.6.5. Compilation of Operating Procedures for the Waste Facility
2.6.6. Compilation of Asset Register for the Waste Facility

**COMPONENT 5:**

**2.7 Waste Management Activities**

2.7.1. On the ground supervision and Human Resources Administrative functions
2.7.2. Compilation of Asset Register for the Waste Facility
2.7.3. Storage, management and distribution of clear and black refuse bags to households and project participants
2.7.4. Collation of Data from the source separation programme
2.7.5. Provision of the electronic E-voucher payment system at the Static & Mobile Buyback Centres
2.7.6. Ensuring sufficient funds are uploaded for the procurement of recyclables at the Static & Mobile Buyback Centres
2.7.7. Ensuring the effective operation of the Static Buy-Back Centre to service the community effectively
2.7.8. Collection and procurement of recyclables from the various Ward containers
2.7.9. Collation of Data from the procurement of recyclables from the ward participants and the Duncan Village community
2.7.10. Provide support and mentoring to Micro Enterprises who have been selected and trained on the programme to ensure effective operation for programme sustainability

## 3. ADDITIONAL MINIMUM REQUIREMENTS AND COMPETENCIES

The successful bidder must meet the following mandatory requirements:

a. Safety Health and Environmental Manager (SHEQ) (submit copy of NQF Level 6 in relevant field);
b. Project Manager (submit copy of at least NQF level 7 qualification in Project Management/Waste Management/Environmental Studies or similar);
c. Programme Administrator (submit copy of at least NQF level 6 qualification in Administration or similar);
d. Site Manager (submit copy of at least NQF level 6 in relevant field);
e. Submit proof of access to a certified operational Buy-Back Centre/Recycling facility. Proof of ownership/rental agreement/control with proof of address within a 30 kilometre radius to Duncan Village to be provided and must be in the name of the bidder. Inspection of facility may be undertaken in respect of the recommended service provider;
f. Submit evidence of storage space (Proof of ownership/rental agreement/control with proof of address within a 30 kilometre radius to Duncan Village to to be provided and must be in the name of the bidder). Min size must be 2500 x 6000mm. Inspection of storage space may be undertaken in respect of the recommended service provider.

Failure to provide proof requested above will result in the bid being non-responsive.

## 4. METHODOLOGY

This is a practical assignment and prospective service providers are thus requested to submit proposals that respond to the deliverables outlined above in line with Waste Management principles and methodologies. Proposals should clearly describe the process of achieving the outcomes of this assignment.

## 5. PROJECT TIMEFRAME AND REPORTING

The project will be carried on a month-to-month basis from appointment date until 31 May 2026. Reporting (including regular project monitoring and progress feedback meetings with the employer) will be done on a monthly basis.

## 6. PRICING PROPOSAL

| DELIVERABLE | TOTAL FEES PER MONTH |
|---|---|
| Project Supervision & Administration<br>(in line with paragraph 2.1 – 2.7 above) | |
| SHEQ & Project Management<br>(in line with paragraph 2.2 and 2.4 above) | |
| Waste Collection (in line with paragraph 2.3 and 2.7 above) | |
| Infrastructure support<br>(in line with paragraph 2.4 above) | |
| Training and development<br>(in line with paragraph 2.5 above) | |
| Waste Facility Procurement<br>(in line with paragraph 2.6 above) | |
| Waste Management<br>(in line with paragraph 2.3 above) | |
| **TOTAL (EX VAT)** | |
| VAT @ 15% | |
| MONTHLY TOTAL | |

**NB: Costs to include all items in the scope of works as stated in Section 2, and all disbursements**

## 7. SPECIAL CONDITIONS

a. All work performed, audits and inspections conducted shall be in accordance with industry best practices, aligned with OHASA Act 85 of 1993
b. All work performed shall be performed by suitably qualified staff appointed by the service provider.
c. All work performed shall be supervised, reviewed and quality assured by suitably qualified staff of the service provider.
d. 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.
e. Reports shall be provided in both printed format and editable electronic format.
f. The appointed service provider should have a proven track record of delivering required services, particularly to local government, but this will not preclude bidders who have not provided such services in the past, subject to such bidders certifying that they have an in-depth knowledge of the specific requirements relating to similar projects.
g. The successful service provider is expected to provide own tools of trade viz laptops/computers, software and other relevant accessories for the effective execution of the project.
h. The bidder(s) and staff allocated to the project must agree to be subjected to a security vetting process, if required.

## 8. MANDATORY ADDITIONAL REQUIREMENTS/ FUNCTIONALITY EVALUATION CRITERIA

Only Service providers who scored a minimum of 80% on functionality will be considered as responsive and be assessed further for price and preference evaluation.

| ITEM | Weight |
|---|---|
| **Functionality** | **100** |
| Experience and Appropriate Skills of Professional Team | 30 |
| Methodology: Project Management and Implementations Services of the Duncan Village Buy-Back Centre and Waste Management Programme | 40 |
| Experience of Service Provider in Waste Management | 30 |

| FUNCTIONALITY CRITERIA | POINTS TO BE AWARDED | EVIDENCE TO CLAIM POINTS |
|---|---|---|
| **Experience and Appropriate Skills in project management and implementation of waste management projects:**<br><br>The Applicant must demonstrate that its professional team have the relevant experience for the services requested through similar projects:<br><br>10 years and more of experience in project management and operation of waste management projects<br><br>6 to 9 years of experience in project management and operation of waste management projects<br><br>1 to 5 years of experience in project management and operation of waste management projects | **30**<br><br>30<br><br>20<br><br>10 | Detailed CV's of team members, as detailed in the Additional Minimum Requirements section, to demonstrate number of years' experience in order to claim points. Each team member CV will be assessed and average for company will guide the score.<br><br>Failure to submit this will result in zero points being scored for this section. |
| **Methodology: Project Management and Implementation Services waste management projects**<br><br>Proposals should respond to the deliverables outlined under project scope and deliverables<br><br>Methodology demonstrates a comprehensive understanding of the scope of work as outlined in the RFP<br><br>Methodology demonstrates a reasonable understanding of the scope of work as outlined in the RFP<br><br>Methodology demonstrates a poor and unsatisfactory understanding of the scope of work as outlined in the RFP | **40**<br><br>40<br><br>30<br><br>10 | Project Implementation Methodology and Plan detailing how each of the project requirements will be undertaken.<br><br>Comprehensive understanding means bidder has responded to all 29 of the deliverables outlined in Section 2.1 – 2.7<br><br>Reasonable understanding means bidder has responded to 25 - 28 of the deliverables outlined in Section 2.1 – 2.7<br><br>Poor and unsatisfactory understanding means bidder has responded to 1 - 24 of the deliverables outlined in Section 2.1 – 2.7<br><br>Failure to submit this will result in zero points being scored for this section. |

| | | |
|---|---|---|
| **Experience of Service Provider in similar projects (waste management):**<br><br>The service provider must demonstrate having relevant experience in respect of project management and implementation of waste management projects (within the last 10 years) with a combined minimum value of at least R2 000 000.<br><br>3 or more similar projects (current or completed)<br><br>2 similar project (current or completed)<br><br>1 similar project (current or completed)<br><br>**APPOINTMENT LETTERS / PURCHASE ORDERS / INVOICES WILL NOT BE ACCEPTED AS REFERENCE OF PROJECTS COMPLETED.** | **30**<br><br>30<br><br>20<br><br>10 | Signed letters of reference or assessment forms (per project) from current and previous clients **that include project values.**<br><br>Failure to submit this will result in zero points being scored for this section**.** |
| **TOTAL** | **100** | |

**NB:**

a. All the certificates / letters of reference need to be attached in order to claim points above i.e. References letters signed by the relevant official of that Institution in relation to the similar works / services completed;
b. Proposals should be well structured and should detail how the required technical support will be implemented based on the needs of the BCMDA as per tender specifications.
c. Bidders are encouraged to submit bid documents that are clearly referenced in order to assist the Bid Evaluation and Adjudication Committees in allocating functionality points.
d. Threshold to qualify for the price and preference evaluation is 80 % of the functionality scores.

## 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) an executive 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**

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

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

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

---

### 1. GENERAL CONDITIONS

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

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

1.2 Applicable points system to this bid:

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

1.3 Points for this tender shall be awarded for:
(a) Price; and
(b) Specific Goals.

**1.4** 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 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 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 table 1 below**:

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

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

****BIDDERS ARE REQUIRED TO PROVIDE CIPC COMPANY REGISTRATION TO ENSURE THAT POINTS CLAIMED ARE VALID.***

| The specific goals allocated points in terms of this tender | Allocation of the 20 points in terms of the 80/20 system | Number of points claimed (80/20 system) (To be completed by the tenderer) | Required proof for specific goals claimed |
|---|---|---|---|
| B-BBEE Level one status contributor | 10 | | Valid B-BBEE certificate confirming B-BBEE level one status contribution |
| Enterprise owned by black women | 4 | | Detailed CSD report / detailed B-BBEE certificate demonstrating black women ownership |
| Enterprise owned by black youth | 4 | | Detailed CSD report / detailed B-BBEE certificate demonstrating black youth ownership |
| Enterprise owned by black disabled person(s) | 2 | | Proof from Registered Medical Practitioner / SARS exemption (ITR-DD Form) / CSD detailed report |
| **TOTAL POINTS** | **20** | | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm……

4.3. Company registration number: ……

4.4. 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]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the

company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

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

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

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

.....
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM – PURCHASE OF GOODS/WORKS/ SERVICES

**PART I – FORM OF OFFER**
(To be filled by the bidder)

a) I hereby undertake to supply all goods / works / service as described in the attached bidding documents:

_____ (Name of Company) in accordance with the requirements and specification stipulated in this document with bid number **BID 2 OF 2025** at the prices by quoted. My offer remains binding upon me and open for acceptance by the BCMDA during the validity period indicated and calculated from the closing time of bid.

b) **THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS:**

_____

_____Rand (in words) per month;

R_____ (in figures) per month.

c) Binding documents, viz
- Invitation to bid
- Pricing schedule
- Specification
- Declaration of interests
- Form of offer and acceptance
- General and Special conditions of the contract
- Other (please specify)

_____

d) I confirm that I have satisfied myself as to the correctness and validity of my bid that the prices and rates quoted cover all the goods/ works / services specified in the bidding documents; that the prices and rates cover all my obligations and I accept that any mistakes regarding prices / rates and calculations will be at my own risk.

e) 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 fulfilment of this contract.

f) I declare that I have no participation in any collusive practices with any bidder or any other person regarding this bid or any other bid.

g) Certify that the information furnished on declaration forms is true and correct.

h) I accept that, in addition to cancellation of a contract, action may be taken against me should the declarations proved to be false.

i) A Service Level Agreement (SLA) will be signed on acceptance of your offer which will detail the conditions of contract.

j) I confirm that I am duly authorised to sign this bid and the contract.

Signed at _____ on this_____ day of _____ 2026.

Name & Surname: _____

Capacity: _____

Signature: _____

Name of Firm: _____

Date: _____

Initials & Surname of Witness: _____

**12.2 PART II – ACCEPTANCE FORM**
(To be filled by the BCMDA)

a) I _____ in my capacity as

_____ accept your bid under reference number **BID 2 OF 2025** for the supply of goods / works / services indicated hereunder and further specified in the annexure(s).

b) I undertake to make payment for the goods delivered / works / services rendered in accordance with the terms and conditions of this contract within 30 (thirty) days after receipt of invoice accompanied by proof of delivery note /.

c) I confirm that I am duly authorised to sign this contract.

Signed at _____ on this ____ day of _____ 2026.

Initials & Surname:

_____

Signature:

_____

Name of Institution:

_____

Date:

_____

Initials & Surname of Witness:

_____

## 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?<br>(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).<br>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)?<br><br>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 (including a court outside of the Republic of South Africa) for fraud or | Yes | No |

| | | | |
|---|---|---|---|
| | 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: _____

## 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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**DUNCAN VILLAGE BUY BACK CENTRE AND INTERGRATED WASTE MANAGEMENT, PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES (RE-ADVERT) – BID NO: 2 OF 2025.**

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

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

## 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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency

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

**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.

## 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.....
(Continue as necessary)

## 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 % |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

## DECLARATION OF BIDDER

| |
|---|
| The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:<br>i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;<br>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;<br>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;<br>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<br>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** |
| |

## 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. The total price from the pricing schedule has been carried forward to the Form of Offer and also on the MBD 1 Form.
4. All sections requiring information have been completed.
5. 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.
6. The bid document is submitted on or before **12h00** on the due date **23 JANUARY 2026** at the designated TENDER BOX of the BCMDA.
7. 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.**