



BCMDA
BUFFALO CITY METROPOLITAN
DEVELOPMENT AGENCY

**PANEL OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS
FOR PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES TO
BCMDA FOR A PERIOD OF THREE (3) YEARS**

RFP NO: 1 OF 2026

BIDDER:

CLOSING DATE: 10 APRIL 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
RFP 1 OF 2026

Suitably qualified and experienced service providers are hereby invited to submit proposals for **PANEL OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES TO BCMDA FOR A PERIOD OF THREE (3) YEARS.**

Detailed tender documents can be downloaded free of charge from the BCMDA website: www.bcmda.org.za, from **09 March 2026**.

Bid documents are to be submitted in a sealed envelope, stipulating the **RFP NUMBER, NAME OF THE PROJECT**. Documents must be deposited in the Tender Box AT BCMDA **69 FRERE ROAD VINCENT EAST LONDON NOT LATER THAN, 10 APRIL 2026 at 12h00 NOON**. BIDS WILL BE OPENED AND READ IN PUBLIC.

All queries and clarifications are to be addressed to Mr A. Manciya at email: zisanda@bcmda.org.za. The cut-off dates for such queries and clarifications will be **07 April 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.

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;
- 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

**MBD 1
PART A**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BUFFALO CITY METROPOLITAN DEVELOPMENT AGENCY					
RFP NUMBER:	1 OF 2026	CLOSING DATE:	10 APRIL 2026	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES TO BCMDA FOR A PERIOD OF THREE (3) YEARS				
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED	N/A	TOTAL BID PRICE	N/A
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SIGNATURE OF BIDDER	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	ACTING MANAGER: SCM & ASSET	CONTACT PERSON	
CONTACT PERSON	ZISANDA MADABANE	TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS	zisanda@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 <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO	
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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

**PANEL OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR
PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES TO BCMDA FOR A
PERIOD OF THREE (3) YEARS**

Buffalo City Metropolitan Development Agency (“BCMDA”)

TERMS OF REFERENCE

PANEL OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES TO BCMDA FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION AND BACKGROUND

BCMDA acts as the implementing arm to advance the development agenda of BCMM by coordinating planning, project delivery, asset management across urban, peri-urban, and rural nodes within the metro.

The panel of built environment professional service providers is aimed at:

- augmenting institutional capacity in unlocking project realisation,
- render effective engineering services,
- ensure successful accomplishment of institutional goals and objectives.

2. Purpose

BCMDA is, through competitive bidding, soliciting proposals from Professional Services Providers in the Built Environment to assist the Agency with rendering of multi-disciplinary services covering:

- Project Management
- Project implementation, including all six (6) stages of a project

3. Objective and Outcomes

3.1. Primary Objective:

To access a pool of pre-qualified Built Environment professionals enabling fast, cost-effective, high-quality delivery of infrastructure services.

3.2. Desired outcomes:

- Timely delivery of high-quality technical solutions.
- Effective planning that ensures city resilience.
- Ensure successful and professional realisation of the BCMDA's strategic outcomes, which include tourism development, investment promotion, property development and socio-economic development

4. Panel Composition

The panel shall comprise:

Services	Capacity
Project implementation	<ul style="list-style-type: none">• Capable of implementing infrastructure projects• Multi-disciplinary team, comprising of:<ul style="list-style-type: none">○ Project Manager○ Quantity Surveyor○ Architect○ Civil Engineer○ Structural Engineer○ Electrical Engineer○ Mechanical Engineer○ Social Facilitator○ Health & Safety Officer• ISO 9001 compliant (company)

5. Scope of Work

5.1 Project Preparation, Design and Project Management

Objectives:

- Establish clear project outcomes, scope, budget, schedule, and risk profile.
- Develop robust design concepts, and drawings aligned with codes, standards, and stakeholder requirements.
- Deliver robust design concepts and drawings aligned with codes, standards, and stakeholder requirements.
- Deliver on-time, on-budget, with appropriate quality, safety, and sustainability outcomes.
- Provide strong governance, oversight, and communication to enable informed decision-making.

Scope:

Stage 1: Inception (and any other related activities)

- Confirm project objectives, success criteria, and performance targets,
- Stakeholder engagement plan and requirements gathering,
- Site/condition assessment: surveys, geotechnical investigations, environmental constraints, existing utilities and heritage considerations,
- Baseline data collection: existing drawings, permits, approvals and constraints,
- Risk register,
- Preliminary budgeting and cost planning,
- Regulatory permits assessments,
- Develop project brief, and other related activities

Deliverables:

- Agreed scope of services and scope of work
- Report on project, site, and functional requirements
- Schedule of required surveys, tests, analyses, site and other investigations
- Schedule of consents and approvals and related timeframes. (Project Initiation Programme)
- Project procurement policy
- Stage 1 Report

Stage 2: Concept and Feasibility (Preliminary Design) and any other related activities

- Prepare design concept: spatial layouts / architectural designs.
- Develop preliminary designs.
- Design coordination: multidisciplinary integration.
- Compliance and safety reviews: code analysis, accessibility, statutory requirements.
- Value engineering and design optimization to balance design performance with budget.
- Design documentation: drawings, specifications, bill of quantities, technical reports.

Deliverables:

- Concept design
- Schedule of required survey, tests, and other investigations and related reports
- Process design
- Preliminary design
- Cost estimates

Stage 3: Design Development (Detailed design): (and any other related activities)

- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed design estimates of construction costs.
- Submit the necessary design documentation to local and other authorities for approval.

Deliverables:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction cost.

Stage 4: Documentation and Procurement (and any other related activities)

- Check cost estimates and adjust designs and documents to accommodate available budget.
- Formulate procurement strategy for contractors.
- Prepare documentation for contractor procurement.
- Review designs, drawings, and schedule for compliance with approved budget.
- Facilitate procurement process (where necessary)
- Evaluate tenders (when necessary)
- Prepare contract documentation.

Deliverables:

- Specifications
- Services co-ordination
- Working drawings
- Budget construction cost
- Tender documentation
- Tender evaluation report

Stage 5: Contract Administration and Inspection (and any other related activities)

- Issue construction documentation.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cashflow.
- Prepare pro-active estimates of proposed variations for client decision-making.
- Attend regular site, technical and progress meetings.
- Inspect works for conformity to contract documentation.
- Conduct quality assurance and control.
- Adjudicate and resolve financial claims by contractors.
- Assist in the resolution of contractual claims by the contractor,
- Establish and maintain a financial control system.
- Prepare valuations for payment certificates.
- Check and approve contractor drawings for compliance with contract document.

Contract Administration Deliverables:

- Contract Register and Snapshot
 - Current contract version, amendments, change orders, and applicable clauses; owner and contractor contact matrix.
- Change Management Records
 - Change requests (CRs), evaluation narratives, approvals/rejections, revised scope/price/time impact, and updated baseline drawings/documents.
- Request for information (RFI) logs:
 - Logged RFIs, responses, design clarifications, and impact assessment on schedule/cost.
- Submittals and Shop Drawings Tracking

- Review/approval status, deficiencies, resubmittals, and final disposition.
- Notice and Communication Records
 - Formal notices (time impact, suspension, termination, delay, acceleration), letters, meeting minutes, memos.
- Progress and Schedule Monitoring
 - Baseline schedule, updated progress baselines, critical path analysis, schedule risk assessments, and revised forecast dates.
- Delays, Extensions, and Time Impact Analyses
 - Documentation of delay events, impact analyses, extensions of time requests, and approval decisions.
- Claims and Disputes Documentation
 - Records of claims, supporting data, settlement discussions, and outcomes; escalation logs if applicable.
- Documentation and Records Management
 - Project manuals, meeting minutes, correspondence archives, document control logs, version history.

Supervision Deliverables:

- Daily/Weekly Field Observations and Reports
 - Work performed, safety observations, quality observations, labor/time on site, weather impacts.
- Quality Assurance/Quality Control (QA/QC) Records
 - Inspection checklists, non-conformance reports (NCRs), corrective actions, final QC sign-offs.
- Site Safety and Environmental Compliance
 - Tool-box talks, safety briefings, incident near-miss reports, safety observation audits, environmental compliance records.
- Inspection, Test, and Commissioning Plans
 - Approved ITPs, test procedures, witness points, and acceptance criteria; witnessing reports.
- Progress and Productivity Reporting
 - Daily construction progress, productivity metrics, resource usage, equipment utilization.
- Coordination and Interfaces Documentation
 - Interface management records, drawings/model coordination drawings, interface risk logs.
- Commissioning and Handover Documentation
 - Commissioning plans, test results, performance verifications, acceptance certificates, and handover packages.
- Subcontractor and Supplier Management Records
 - Subcontractor/work packages status, performance, safety credentials, and close-out evidence.
- Field Change Directives (FCDs)
 - Issued changes directed in the field, with scope, price/time impact, and approvals.

Stage 6: Close-out (and any other related activities)

- **Administrative Close-Out:**
 - Finalisation of all contractual obligations remaining at close-out (deliverables, warranties, guarantees, performance testing results, as-built documentation, manuals).
 - Compilation and submission of the project close-out package to the client for acceptance, including a formal completion/acceptance certificate.
 - Resolution and closure of all outstanding issues, punch-list items, non-conformances, and change orders pertinent to close-out.
 - Final invoice preparation, reconciliation of payments, retainage release, and financial close-out.

- **Documentation and Deliverables:**
 - **As-Built Documentation:** Record drawings, P&IDs, civil/structural drawings, electrical/instrumentation diagrams, and any changes from design to as-built; include redlines and reconciled final versions.
 - **Technical Manuals and Procedures:** Operations and maintenance manuals, standard operating procedures (SOPs), emergency response procedures, commissioning test procedures and results, and maintenance schedules.
 - **Asset Data and Information Management:** Asset registers, equipment lists, spare parts lists, vendor data, warranty details, serial numbers, and data in client's CMMS/ERP system; GIS/ cadastral data if applicable.
 - **Commissioning and Performance Verification:** Final commissioning reports, test certificates, performance tests, acceptance certificates, and "as-installed" system verification against design intent.
 - **Legal and Regulatory Compliance:** Permits, licenses, safety certifications, environmental reports, and any regulatory agency closing documentation.
 - **Handover Packages:** Operations training materials, access credentials, security clearances, data room/records archive, and a formal handover document to operations.
 - **Warranties and Guarantees:** Schedule of warranties, escalation contacts, terms, and proof of purchase or activation where applicable.
 - **Training Documentation:** Training attendance records, curricula, and competency sign-offs for operation and maintenance staff.

- **Handover to Operations/Owners:**
 - Training for operations and maintenance personnel (on-site and classroom as applicable).
 - Finalization of operations ramps, runbooks, and escalation procedures.
 - Transfer of spare parts, consumables, and recommended stock levels with procurement references.
 - Creation of a long-term maintenance calendar and preventive maintenance plans integrated with client systems.

- **Quality, Safety, and Risk Close-Out:**
 - Verification that all HSE requirements are met; closure of safety-related issues and near-misses.
 - Final QA/QC review and closure of non-conformances; confirmation that all testing criteria have been met.

- Risk register update reflecting final project risk status and residual risks, with mitigation actions closed or transferred to client operations where appropriate.
- Commissioning and Acceptance:
 - Completion of all commissioning activities, performance tests, and system handover sign-offs.
 - Documentation of commissioning results against acceptance criteria; formal client acceptance/commissioning certificates.
 - Restoration or commissioning of any temporary facilities as required.
- Environmental and Sustainability Close-Out:
 - Final environmental reporting, spill/incident closures, decommissioning of temporary works, site restoration, and disposal records.

Deliverables:

- Close-Out Report: Executive summary, scope compliance, KPI performance vs. design, deviations, risk closure status, and final recommendations.
- Built Drawings and Models: PDF and DWG/DXF, with referenced change logs.
- Operation and Maintenance Manuals: PDF and native formats, with version control.
- Test and Commissioning Records: Test protocols, results, certificates, and approval sign-offs.
- Asset Register and Spare Parts List: Excel/CSV
- Training Records: Attendance lists, training materials, competency assessments.
- Warranty Register: Schedule with terms, dates, and contact points.
- Compliance Documentation: Permits, approvals, environmental clearances, safety certifications.
- Handover Package: Package index, delivery receipts, and client acceptance forms.

6. Additional mandatory requirements

Bidders must submit proof of compliance with the following requirements, and failure to do so will result in the bid being non-responsive:

- Professional registration with mandatory Built Environment professional councils, for each discipline
 - Project Manager (SACPCMP)
 - Quantity Surveyor (SACQSP)
 - Architect (SACAP)
 - Civil Engineer (ECSA)
 - Structural Engineer (ECSA)
 - Electrical Engineer (ECSA)
 - Mechanical Engineer (ECSA)
 - Health & Safety Agent (SACPCMP) with Auditing certificate
 - Environmental Control Officer (EAPASA/SACNASP)
- Qualification required for Social Facilitator
 - Social Facilitator (At least NQF Level 6 in Social Sciences, or related)

7. Functionality Evaluation Criteria

N.B

- All the completion certificates and letters of reference need to be attached to claim associated points, i.e., Reference letters and completion certificates signed by relevant authority in relation to similar works / services completed.
- Threshold to qualify for appointment into the panel is 80% of the functionality scores.

Functionality Criteria

FUNCTIONAL EVALUATION CRITERIA				
No.	CATEGORY	FUNCTIONALITY CRITERIA	POINTS TO BE AWARDED	EVIDENCE TO CLAIM POINTS
1.	Project implementation experience	<p>Capable of executing multi-disciplinary infrastructure projects to the value of R50 million per project. Number of projects completed in the last eight (8) years:</p> <ul style="list-style-type: none"> • Two (2) projects = 15 points; • Three (3) projects = 20 points • Four (4) projects = 25; • Five (5) projects or more = 30 points. 	30	Completion certificates and Client reference letter per completed project
2.	Project team experience	<p>Project team experience in designing and implementing infrastructure projects. Points for Years of Experience to be allocated to the below listed disciplines with at least 10 years post professional registration.</p> <ul style="list-style-type: none"> • Project Manager = 2 points • Quantity Surveyor = 2 points • Architect = 2 points • Civil Engineer = 2 points • Structural Engineer = 2 points • Electrical Engineer = 2 points • Mechanical Engineer = 2 points • Social Facilitator = 2 points • Health & Safety Agent = 2 points • Environmental Control Officer = 2 points. <p>Years of experience are considered from professional registration date.</p>	20	Detailed CV's of team members to demonstrate number of years' experience in order to claim points,
3.	Project team qualifications	<p>Post graduate qualification (at least NQF level 8) in relevant Built Environment discipline: (two points per discipline)</p> <ul style="list-style-type: none"> • Project Manager • Quantity Surveyor • Architect • Civil Engineer • Structural Engineer • Electrical Engineer • Mechanical Engineer 	20	Copies of qualifications

		<ul style="list-style-type: none"> • Health & Safety Agent • Environmental Control Officer • Social Facilitator (at least NQF level 6) 		
4.	Accreditation	ISO 9001 accreditation for the company or consortium (per member of JV/consortium/partnership) <ul style="list-style-type: none"> • Accreditation – 10 points • Compliant – 5 points 	10	Proof of accreditation/compliance

****Copies of Qualifications and Industry Registration must be provided for individual professions, and failure to submit will result in tender being non-responsive***

8. REQUEST FOR QUOTATIONS (RFQ) PROCESS

Once the panel has been established, a request for quotations (RFQ) will be sent only to the panel members to submit quotations in relation to the required services. Panel members will be required to respond to the RFQ within a specified timeframe.

After the panel members respond to the RFQ, the responses will be evaluated based on the evaluation criteria set on the RFQ. The evaluation criteria will be dependent on the project scope, however, as a minimum, panel members will be evaluated on mandatory compliance information as well as on the PPPFA points evaluation. The panel member scoring the highest points will be awarded the contract.

If a panel member is, within the panel appointment duration, awarded a contract whose contract duration exceeds the duration of the panel appointment to which the award relates, such a panel member may be allowed to complete the project in the time allocated for the project, which may exceed the expiry date of the panel.

9. DURATION

The panel period will be 36 months; however BCMDA may, on an annual basis, review the panel by adding a new member through a competitive bidding process.

10. IMPORTANT NOTES:

BCMDA will be available during this time to answer any questions that will assist in the development of the proposal.

BCMDA has a strong commitment to the fight against fraud and corruption and thus, should any bidder be found to have unduly influenced any bid committee member, staff or board member in favor of their submission, their bid will be automatically disqualified. Should you suspect any fraud, this can be reported to the BCMM Fraud Hotline Anonymously on (080) 066 8413.

BCMDA expects all bidders to ensure the accuracy of the submitted bid information, as a rigorous verification exercise will be conducted for all submitted information. If any material misrepresentation of facts is discovered, then that bid may be disqualified.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....

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.

.....

¹MSCM 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

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	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes	No
4.1.1 If so, furnish particulars:			
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes	No
3.2.1 If so, furnish particulars:			
4.3	<p>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</p>	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 bids¹ 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:

PANEL OF BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS FOR PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES TO BCMDA FOR A PERIOD OF THREE (3) YEARS – BID NO: 1 OF 2026.

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 consortium³ 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

BCMDA SPECIAL CONDITIONS OF CONTRACT [SCC]

Bidders must take note of the following Special Conditions:

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

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

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

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

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

3. Confidentiality

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

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

BCMDA GENERAL CONDITIONS OF CONTRACT (GCC)

The purpose of this section of the Bid document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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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 PARTNERS	JOINT VENTURE	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 DESIGNATION	FUNCTION	/	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 AFFIRMABLE VENTURE PARTNERS	EX JOINT PARTNERS	NUMBER AFFIRMABLE VENTURE PARTNERS	EX JOINT PARTNERS	NON- AFFIRMABLE JOINT 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)

DECLARATION OF BIDDER

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

Signed

Name

Enterprise Name

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 **10 APRIL 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.