

OPEN REQUEST FOR QUOTATION

NAME OF SERVICE PROVIDER: _____

REQUEST FOR QUOTATIONS FOR GOODS AND SERVICES AT JPC

JPC requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete submissions will invalidate the quotation submitted.

N.B. THIS REQUEST FOR QUOTATIONS (RFQ) IS ONLY ISSUED TO SERVICE PROVIDERS APPROVED FOR INCLUSION IN THE JPC PANEL OF CONTRACTORS (POP03/2021) CIDB GRADING OF 4 GB- 5GB (GENERAL BUILDING) ONLY

DATE OF ISSUE	24 FEBRUARY 2023
CLOSING DATE	03 MARCH 2023
CLOSING TIME	10:30AM
RFQ NUMBER	RFQ 251/2023FY/PF
PANEL NUMBER	(POP 03/ 2021)-PANEL OF CONTRACTOR
DESCRIPTION OF GOODS/SERVICES	APPOINTMENT OF A CONTRACTOR TO UNDERTAKE METAL WORKS AT METRO MALL ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY
DIS-QUALIFICATION CRITERIA	• Non-attendance of the compulsory site briefing session; and • Not on JPC panel of contractors (POP03/2021) 4 GB -5 GB Category • Incomplete BOQ
COMPLIANCE REQUIREMENTS	• Valid Tax Compliant Verification PIN number issued by SARS. • Close Corporation- current copy of CK1 and/or CK2C (Not less than 3 months) • Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements / arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted. • Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity /

	Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted • Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement Affidavit stating why an up to date municipal account cannot be submitted • If the director does not own any property at least lease agreement or certified affidavit need to be provided • In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement • Central Supplier Data Base registration (CSD) • Signature of the following documents. ➢ Declaration of interest in MBD 4 ➢ MBD 6.2: Local Content (If applicable) ➢ Declaration of the Bidder's Past Supply Chain Practices in MBD 8, ➢ Certificate of Independent Bid Determination in MBD 9 <i>If the entity or any of its Directors are listed on the National Treasury register of defaulters, the bid will be rejected.</i>
COMPULSORY BRIEFING SESSION	Venue: Block C, Informal Trading, Metro Mall Date: Monday, 27 February 2023 Time: 11:00am to 12:00pm (Telkom time)
RFQ SPECIFICATION FORMS/ DOCUMENTS ARE OBTAINABLE FROM:	www.jhbproperty.co.za

<u>SUBMISSION OF QUOTES:</u>	Forum I Block A, Braampark 33 Hoofd Street Braamfontein 2017 <i>Submissions must be deposited into the RFQ Box at the Reception. No emailed submissions will be accepted</i>
ENQUIRIES:	amaistry@jhbproperty.co.za

QUOTATIONS ABOVE R30 000 WILL BE EVALUATED ON THE BASIS OF THE 80:20 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT NUMBER 5 OF 2000) & JPC'S SUPPLY CHAIN MANAGEMENT POLICIES AND PROCEDURES.

SCOPE OF WORK

- **Appointment of a contractor to undertake metal works at Metro Mall on behalf of City of Joburg Property Company**

CONDITIONS

1. All goods or services purchased will be subject to JPC SCM Policy and Procedures. A copy of said conditions is available from the SCMU office.
2. All purchases will be made through an official purchase order form. Therefore no goods must be delivered or services rendered before an official purchase order has been forwarded to and accepted by the successful bidder.
3. To participate in JPC's Quotation process for the procurement of goods and/or services, vendors are advised to get accredited and registered on Central Supplier Database.
4. All prices quoted must be exclusive of Value Added Tax (VAT). Suppliers who are not registered for VAT will be treated as Non VAT Vendors.
5. Prices quoted must include delivery charges and goods must be delivered to the address indicated on the quotation page.
6. All prices submitted must be firm. "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
7. Quantities are given in good faith and without commitment to JPC. The JPC reserves the right to increase or reduce the quantity to be in line with the set threshold for quotations as prescribed in the SCM Policy.
8. Quotation documents must be completed in black ink
9. The lowest price or any quotation will not necessarily be accepted and the Joburg Property Company reserves the right to accept the whole or any portion of a quotation.
10. In the event that the JPC has made an offer to a service provider and the service provider declines the offer for one reason or another, the JPC reserves the right to go to the second acceptable offer and/or re-advertise the requirements.
11. Quotations are to remain open for acceptance for a period of sixty (60) days effective from the date on which they are closed and shall be accepted at any time within the said period of sixty (60) days.
12. **In the event of a mistake having been made on the price schedule, it shall be crossed out in ink and be accompanied by an initial at each price alteration. Corrections in terms of price may not be made by means of a correction fluid such as Tipp- Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the**

quotation as a whole will not be considered. The JPC will reject the quotation if corrections are not made in accordance with the above.

13. If items are not quoted for, a line must be drawn through the space in pen.
14. Prices quoted must be all inclusive of delivery charges and goods must be delivered to the address indicated on the quotation page.
15. **FORWARD EXCHANGE RATE COVER** In the event of price/prices being based on the exchange rate, the successful tenderer/s will be required to obtain exchange rate cover in order to protect the ENTITY against exchange rate variations. Proof must be provided that forward Exchange Rate cover has been taken out within 14 days after an order has been placed. If proof that cover was taken out within 14 days after the order has been placed, is not submitted to The Joburg Property Company, with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.
16. A valid Tax Clearance Certificate or the SARS Pin of the Company should be submitted with this quotation document. In cases where the tenderer has not submitted a Tax Clearance Certificate/SARS Pin, the JPC reserves the right to at any time after the closure of the tender, but before the award of the tender, request from the tenderer to provide the valid Tax Clearance Certificate or a SARS Pin within 48 hours from date of notification. Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who/which has failed to submit a Valid Tax Clearance Certificate issued by the South African Revenue Service (SARS), certifying that the taxes of that person/entity are in order, or that suitable arrangements have been made with SARS/SARS pin to enable the City of Johannesburg to verify that the Company is tax compliant. Each party to a consortium/joint venture should submit a separate tax clearance certificate or SARS Pins.
17. **EXECUTION OF ORDERS**

Tenderers are reminded that orders placed against accepted quotations are to be executed in strict accordance with the accepted specification and within the quoted delivery period.
18. **OCCUPATIONAL HEALTH AND SAFETY**

The successful tenderer will be required to comply with the requirements of the Occupational Health and Safety Act and regulations
19. ***JPC DOES NOT TAKE RESPONSIBILITY FOR ANY QUOTATIONS DEPOSITED IN THE WRONG BOX.***

I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS

SIGNATURE _____

NAME _____

ADDITIONAL REQUIREMENTS

DECLARATION

I certify that the information supplied is correct and I have read and understood the JPC General Conditions and Policies and Procedures and accept same.

I further certify that all the required information has been furnished and the relevant forms completed and are herewith submitted as part of the quotation.

SIGNATURE: _____

NAME: _____

CAPACITY: _____

DATE: _____

SUPPLY CHAIN MANAGEMENT
P.O. BOX 31565
BRAAMFONTEIN
2017

VAT. NO: 4010194266

BIDDER NAME:	REQUEST FOR QUOTATION	
ADDRESS:	RFQ NUMBER	RFQ DATE
TEL:	RFQ 251/2023FY/PF	24 February 2023
FAX:	CONTACT PERSON	
CSD NUMBER:	NAME:	Asogan Maistry
	TEL No:	083 399 3582

Submission Deadline: 03 March 2023
Submission Time: 10:30AM

VALIDITY OF RFQ:
60 DAYS

<u>OFFICE USE ONLY:</u> <u>PRICE/S TO BE VAT EXCLUSIVE</u> <u>Please deposit all quotation in the RFQ box as stipulated in the cover page</u> Bids equal to or above R30 000 and up to R50 million will be evaluated on the basis of the 80/20 preference point system as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000), as amended. <u>EVALUATION CRITERIA</u> The bids will be evaluated on price and preferential goals specified on this RFQ <u>80/20 PREFERENCE POINT SYSTEMS</u> The following formula will be used to calculate the points out of 80 for price:		
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$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ Where P_s = Points scored for price of bid under consideration. P_t = Price of bid under consideration P_{min} = Price of lowest acceptable bid <u>POINTS AWARDED FOR PRICE AND PREFERENTIAL GOALS</u> Points will be allocated as follows:	
PRICE	80
PREFERENTIAL GOALS	20
<u>Enterprises owned by black people with at least 51% shareholding</u> ➤ 51% black ownership =10 points ➤ Less than 51% black ownership =0 points (Provide (certified copy (not older than three (3) months) of CSD and ID copy of Director/s)	10
<u>Business owned by 51% or more Women</u> ➤ 51% women ownership =02 points ➤ Less than 51% black ownership =0 points (Provide (certified copy (not older than three (3) months) of CSD and ID copy of Director/s)	02
<u>Local suppliers within City of Johannesburg Geographical area</u> ➤ Within COJ = 8 points ➤ Outside COJ = 0 point (Provide CSD and proof of municipal account or lease agreement/proof of residence from the local councilor.	08

The following documents will be required for the purposes of allocating preferential points:

1. Central supplier data base (CSD) registration report
2. ID copy of Director/s
3. Proof of municipal accounts or letter from the Ward Council confirming the business address.
 - **NB: Non-submission of aforementioned documents, will result in a bidder allocated zero points for preferential goals.**

PRICE SCHEDULE

PLEASE NOTE:

REQUEST FOR QUOTATION (RFQ) NUMBER:

RFQ 251/2023FY/PF

- **NO PRICE INCREASES WILL BE APPROVED AFTER SUBMISSION OF THE QUOTATION.**
- **PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED**

ITEM NO	DESCRIPTION	PRICE
1.	• APPOINTMENT OF A CONTRACTOR TO UNDERTAKE METAL WORKS AT METRO MALL ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY	
Sub-Total.		
Vat.		
Total.		

Conditions

1. All prices quoted must be exclusive of Value Added Tax (VAT).
2. Prices quoted must include delivery charges and goods must be delivered to the address indicated.
3. All prices submitted must be firm. * *"Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.*
4. Quantities are given in good faith and without commitment to the JPC.
5. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

SIGNATURE: _____

CAPACITY: _____

MBD 4

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 favoritism, 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.**

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		

No.	Information	Please provide detail	
3.7.1	Name of director		
3.7.2	Service of state organisation		
3.8	Have you been in the service of the state for the past twelve months?	Yes	No
	If yes, please furnish particulars :		
3.8.1	Name of director		
3.8.2	Service of state organisation		
3.9	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
	If yes, please furnish particulars :		
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	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
	If yes, please furnish particulars :		
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
	If yes, please furnish particulars :		

No.	Information	Please provide detail	
3.11.1	Name of director		
3.11.2	Service of state organisation		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
	If yes, please furnish particulars:		
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	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
	If yes, please furnish particulars:		
3.13.1	Name of director		
3.13.2	Related company		

No.	Information	Please provide detail
Note:	SCM Regulations: "¹In the service of the state" means to be – (a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity; (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature. "² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.	

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORISED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, wherein the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

Local content

$$LC = 1 - \frac{x}{y} \times 100$$

Where:

- x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below, and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals:

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT).

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate (s) of exchange against the appropriate currency in the table below:

Currency Rates of exchange

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be Attached

- d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1: _____

DATE: _____

WITNESS No. 2: _____

DATE: _____

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - 3.1. Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <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	Yes	No
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORISED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 9

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 per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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 authorised 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 authorised 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 organisation, 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) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

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)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) 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.

³ 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.

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

STATEMENT OF AUTHORISATION

IF THE TENDERER IS A COMPANY OR FIRM, STATE ON WHAT AUTHORITY THE UNDERSIGNED HAS THE AUTHORIZATION TO SIGN THE TENDER DOCUMENTS, FOR EXAMPLE: COMPANY'S RESOLUTION OR PROCURATION OR STATUTES OF PARTNERSHIP, ETC.

I/We the undersigned is/are authorized to enter into this contract on behalf of.....

.....

.....

..... by

Authority of.....dated

..... A certified copy of which may be attached to this tender.

SIGNATURE:

1. _____ ID NR DATE: _____ DATE: _____

2. _____ ID NR DATE: _____ DATE: _____

WITNESSES: _____

1. _____ ID NR DATE: _____ DATE: _____

2. _____ ID NR DATE: _____ DATE: _____

NB: PROOF IS REQUIRED THAT THE COMPANY HAS BEEN REGISTERED AND DOES IN FACT EXIST, AND THAT THE PERSONS WHO HAVE SIGNED THE TENDER DOCUMENT HAVE INDEED BEEN SO AUTHORIZED

ARTICLE OF AGREEMENT IN TERMS OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

The CITY OF JOHANNESBURG

(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by..... in his/her capacity as duly
authorized as per Form D , Attached hereto,(herein after referred to as the (CONTRACTOR")
WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an
agreement in respect of

.....(RFQ Description)

RFQ number.....

AND WHEREAS the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred
to as the "ACT"), imposes certain powers and duties upon the EMPLOYER. AND WHEREAS the
parties have agreed to enter into an agreement in terms of the ACT. NOW THEREFORE the parties
agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the
CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in
terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed
in terms of the ACT and Regulations will be fully complied with. Provided that should the
EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and
adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear
the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant
duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and
Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged
to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and
procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be
entitled, although not obliged, to take such steps as may be necessary to ensure that the
CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and
(b) above, which steps may include, but shall not be limited to, the right to inspect any
appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate
records held by the CONTRACTOR or to take such steps it may deem necessary to remedy
the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Thus signed at JOHANNESBURG for and on behalf of the EMPLOYER on this the

..... Day of20.....

AS WITNESSES:

1.

2.

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

Thus signed at For and on the behalf of the CONTRACTOR on this
The..... Day of.....2022

AS WITNESSES:

1.

2.

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by the City of Joburg Property Company SOC Ltd (hereinafter referred to as “JPC”), as required by the Protection of Personal Information Act.

The use of the words “the individual” for the purposes of this document shall be a reference to any person, with reference to the bidder and its directors/shareholders/personnel, communicating with JPC and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that JPC may require relates to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

JPC is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting initiatives to the City of Johannesburg Metropolitan Municipality;
- reporting all contracts awarded to National Treasury;
- obtaining information related to Tax Compliance information from SARS;
- verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communication in respect of the tender/quotation submitted;
- complying with the law; and/or
- for a purpose that is ancillary to the above.
- for the evaluation and adjudication of Quotations, Request for Proposals and Panel of service providers
- posting all awards for Request for Proposals and Panel on the JPC website

Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will JPC process personal information?

JPC will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual
- through the documents submitted with the tender/quotation;
- from service providers who provided services or goods to JPC;
- from JPC's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information), where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for.

In the event of another party/ies acquiring all of or a portion of JPC's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

In respect of Request for Proposals and Panel to the Bid Evaluation and Adjudication Committee members

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to JPC to process the personal information provided for the purpose stated:

- I understand that withholding of or failure to disclose personal information will result in JPC being unable to perform its functions and/or any services or benefits I may require from JPC.
- Where I shared personal information of individuals other than myself with JPC I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold JPC not responsible and harmless in respect of any claims by any other person on whose behalf I have consented, against JPC should they claim that I was not so authorised.
- I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.

- I will not hold JPC responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JPC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JPC agrees to same in writing. JPC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JPC Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JPC so that our records may be updated. JPC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JPC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to JPC,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - The disclosure is prohibited by law.

7. Queries relating to breach of personal information:

Please submit queries relating to the breach of personal information to the JPC's information officer and SCM in writing as soon as the breach is discovered.

Signature:	Date:
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City of Joburg Property Company SOC Ltd.
Supply Chain Management

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES BUILDING AGREEMENT AND PRELIMINARIES The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described The JBCC Principal Building Agreement contract data form an integral part of this agreement The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable" Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents These Bills of Quantities are provisional therefore all items are subject to remeasurement PREAMBLES FOR TRADES The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications STRUCTURE OF THIS PRELIMINARIES BILL				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries Section C : Any special clauses to meet the particular circumstances of the project PRICING OF PRELIMINARIES Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T) SECTION A: PRINCIPAL BUILDING AGREEMENT <u>Interpretation (A1-A7)</u> 1 Clause 1.0 - Definitions and interpretation 2 Pricing of bills of quantities The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary Abbreviated descriptions The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice Legal status of contractor If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES F:..... V:..... T:.....	Item			
3	Clause 2.0 - Law, regulations and notices F:..... V:..... T:.....	Item			
4	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item			
5	Clause 4.0 - Cession and assignment F:..... V:..... T:.....	Item			
6	Clause 5.0 - Documents				
	Value Added Tax Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) Priced document as specification Clause 5.4 is deemed to be deleted The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any ? Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6] F:..... V:..... T:.....	Item			
7	Clause 6.0 - Employer's agents Delegated authority may be dealt with in B 5.0 of the contract data. Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA 1.1 Duties [6.2] : The architect is responsible for the architectural design, functional design and quality inspection of the works 1.2 Contract instructions [6.2; 17.1] : 1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement 1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works 1.2.3 The site [13.0] 1.2.4 Compliance with the law, regulations and bylaws [2.1] 1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works 1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2] 1.2.7 Removal or re-execution of work 1.2.8 Removal or substitution of any materials and goods 1.2.9 Protection of the works				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES 1.2.10 Making good physical loss and repairing damage to the works [23.2.2] 1.2.11 Rectification of defects [21.2] 1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion 1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums 1.2.14 Appointment of a subcontractor [14.0; 15.0] 1.2.15 Work by direct contractors [16.0] 1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] ? 2. Quantity surveyor 2.1 Duties [6.2] : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works 2.2 Contract instructions [6.2; 17.1] : 2.2.1 No contract instructions delegated to the quantity surveyor 3. Civil and structural engineer 3.1 Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works 3.2 Contract instructions [6.2; 17.1] : 3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement 3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works 3.2.3 The site [13.0] 3.2.4 Compliance with the law, regulations and bylaws [2.1] 3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works 3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2] 3.2.7 Removal or re-execution of work 3.2.8 Removal or substitution of any materials and goods 3.2.9 Protection of the works 3.2.10 Making good physical loss and repairing damage to the works [23.2.2] 3.2.11 Rectification of defects [21.2] 3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES 3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums ? 4. Mechanical engineer 4.1 Duties [6.2] : The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions 4.2 Contract instructions [6.2; 17.1] : 4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement 4.2.2 Iteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works 4.2.3 Compliance with the law, regulations and bylaws [2.1] 4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works 4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2] 4.2.6 Removal or re-execution of work 4.2.7 Removal or substitution of any materials and goods 4.2.8 Protection of the works 4.2.9 Making good physical loss and repairing damage to the works [23.2.2] 4.2.10 Rectification of defects [21.2] 4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion 4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ? 5. Electrical engineer 5.1 Duties [6.2] : The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions 5.2 Contract instructions [6.2; 17.1] : 5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement 5.2.2 Iteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works 5.2.3 Compliance with the law, regulations and bylaws [2.1] 5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES 5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2] 5.2.6 Removal or re-execution of work 5.2.7 Removal or substitution of any materials and goods 5.2.8 Protection of the works 5.2.9 Making good physical loss and repairing damage to the works [23.2.2] 5.2.10 Rectification of defects [21.2] 5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion 5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ? 6. Wet services engineer 6.1 Duties [6.2] : The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works 6.2 Contract instructions [6.2; 17.1] : 6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement 6.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works 6.2.3 Compliance with the law, regulations and bylaws [2.1] 6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works 6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2] 6.2.6 Removal or re-execution of work 6.2.7 Removal or substitution of any materials and goods 6.2.8 Protection of the works 6.2.9 Making good physical loss and repairing damage to the works [23.2.2] 6.2.10 Rectification of defects [21.2] 6.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion 6.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ? 7. Fire consultant 7.1 Duties [6.2] : The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works 7.2 Contract instructions [6.2; 17.1] :				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES 7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement 7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works 7.2.3 Compliance with the law, regulations and bylaws [2.1] 7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works 7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2] 7.2.6 Removal or re-execution of work 7.2.7 Removal or substitution of any materials and goods 7.2.8 Protection of the works 7.2.9 Making good physical loss and repairing damage to the works [23.2.2] 7.2.10 Rectification of defects [21.2] 7.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion 7.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ? 8. Health and safety consultant 8.1 Duties [6.2] : The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall: 8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended 8.1.2 Prepare and update the health and safety specification for the works 8.1.3 Agree with the contractor the health and safety plan for the works 8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations 8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to? F:..... V:..... T:..... Item Clause 7.0 - Design responsibility 8 F:..... V:..... T:..... Item Insurances and securities (A8-A11) Clause 8.0 - Works risk 9 F:..... V:..... T:..... Item				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	Clause 9.0 - Indemnities				
10	F:..... V:..... T:.....	Item			
	Clause 10.0 - Insurances				
11	F:..... V:..... T:.....	Item			
12	Clause 11.0 - Securities				
	Extension of waiver of lien				
	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] ?				
	F:..... V:..... T:.....	Item			
	Execution (A12 - A17)				
13	Clause 12.0 - Obligations of the parties				
	Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]				
	Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]				
	Statutory and other notices				
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard				
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto				
	F:..... V:..... T:.....	Item			
	Clause 13.0 - Setting out				
14	F:..... V:..... T:.....	Item			
15	Clause 14.0 - Nominated subcontractors				
	F:..... V:..... T:.....	Item			
16	Clause 15.0 - Selected subcontractors				
	F:..... V:..... T:.....	Item			
17	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:				
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	2. Allow the use of personnel welfare facilities, where provided				
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation				
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]				
	F:..... V:..... T:.....	Item			
18	Clause 17.0 - Contract instructions ? Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor ?				
	F:..... V:..... T:.....	Item			
	Completion (A18 - A24)				
19	Clause 18.0 - Interim completion	N/A			
	Clause 19.0 - Practical completion				
20	F:..... V:..... T:.....	Item			
21	Clause 20.0 - Completion in sections				
	F:..... V:..... T:.....	Item			
22	Clause 21.0 - Defects liability period and final completion				
	F:..... V:..... T:.....	Item			
	Clause 22.0 - Latent defects liability period				
23	F:..... V:..... T:.....	Item			
	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]				
24	F:..... V:..... T:.....	Item			
	Clause 24.0 - Penalty for late or non-completion				
25	F:..... V:..... T:.....	Item			
	Payment (A25 - A27)				
26	Clause 25.0 - Payment				
	Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing				
	F:..... V:..... T:.....	Item			
27	Clause 26.0 - Adjustment of the contract value and final account				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs				
	Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]				
	F:..... V:..... T:.....	Item			
28	Clause 27.0 - Recovery of expense and/or loss	Item			
	<u>Suspension and termination (A28 - A29)</u>				
29	Clause 28.0 - Suspension by the contractor				
	F:..... V:..... T:.....	Item			
30	Clause 29.0 - Termination				
	F:..... V:..... T:.....	Item			
	<u>Dispute resolution (A30)</u>				
	Clause 30.0 - Dispute resolution				
31	F:..... V:..... T:.....	Item			
32	Agreement				
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties				
	F:..... V:..... T:.....	Item			
33	Contract data				
	<u>Tenderer's selections</u>				
	Before submission of his tender the contractor is to complete the tenderer's selections in the contract data				
	F:..... V:..... T:.....	Item			
	SECTION B: GENERAL PRELIMINARIES				
	User note Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data				
	Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary				
	<u>Definitions and interpretation (B1)</u>				
	Clause 1.1 - Definitions				
34	F:..... V:..... T:.....	Item			
	Clause 1.2 - Interpretation				
35	F:..... V:..... T:.....	Item			

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	<u>Documents (B2)</u>				
	Clause 2.1 - Checking of documents				
36	F:..... V:..... T:.....	Item			
37	Clause 2.2 - Provisional bills of quantities				
38	Clause 2.3 - Availability of construction information				
	F:..... V:..... T:.....	Item			
	Clause 2.4 - Ordering of materials and goods				
39	F:..... V:..... T:.....	Item			
	<u>Previous work and adjoining properties (B3)</u>				
	Clause 3.1 - Previous work - dimensional accuracy				
40	F:..... V:..... T:.....	Item			
	Clause 3.2 - Previous work - defects				
41	F:..... V:..... T:.....	Item			
	Clause 3.3 - Inspection of adjoining properties				
42	F:..... V:..... T:.....	Item			
	<u>The site (B4)</u>				
	Clause 4.1 - Handover of site in stages				
43	F:..... V:..... T:.....	Item			
44	Clause 4.2 - Enclosure of the works	Item			
	Clause 4.4 - Encroachments				
45	F:..... V:..... T:.....	Item			
	Clause 4.5 - Existing premises occupied				
46	F:..... V:..... T:.....	Item			
	Clause 4.6 - Services - known				
47	F:..... V:..... T:.....	Item			
	<u>Management of contract (B5)</u>				
	Clause 5.1 - Management of the works				
48	F:..... V:..... T:.....				
	Clause 5.2 - Progress meetings				
49	F:..... V:..... T:.....	Item			
	Clause 5.3 - Technical meetings				
50	F:..... V:..... T:.....	Item			
	<u>Samples, shop drawings and manufacturer's instructions (B6)</u>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	Clause 6.1 - Samples of materials				
51	F:..... V:..... T:.....	Item			
	Clause 6.2 - Workmanship samples				
52	F:..... V:..... T:.....	Item			
	Clause 6.3 - Shop drawings				
53	F:..... V:..... T:.....	Item			
	Clause 6.4 - Compliance with manufacturer's instructions				
54	F:..... V:..... T:.....	Item			
	<u>Deposits and fees (B7)</u>				
	Clause 7.1 - Deposits and fees				
55	F:..... V:..... T:.....	Item			
	<u>Temporary services (B8)</u>				
	Clause 8.1 - Water				
56	F:..... V:..... T:.....	Item			
	Clause 8.2 - Electricity				
57	F:..... V:..... T:.....	Item			
	Clause 8.3 - Ablution and welfare facilities				
58	F:..... V:..... T:.....	Item			
	Clause 8.4 - Communication facilities				
59	F:..... V:..... T:.....	Item			
	<u>Prime cost amounts (B9)</u>				
60	Clause 9.1 - Responsibility for prime cost amounts				
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc				
	F:..... V:..... T:.....	Item			
	<u>Attendance on subcontractors (B10)</u>				
	Clause 10.1 - General attendance				
61	F:..... V:..... T:.....	Item			
	<u>General (B11)</u>				
	Clause 11.1 - Protection of the works				
62	F:..... V:..... T:.....	Item			

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	Clause 11.2 - Protection/isolation of existing works and works occupied in sections				
63	F:..... V:..... T:..... Clause 11.3 - Security of the works	Item			
64	F:..... V:..... T:..... Clause 11.4 - Notice before covering work	Item			
65	F:..... V:..... T:.....	Item			
66	Clause 11.5 - Disturbance Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever F:..... V:..... T:.....	Item			
67	Clause 11.6 - Environmental disturbance Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works Clause 11.7 - Works cleaning and clearing				
68	F:..... V:..... T:..... Clause 11.8 - Vermin	Item			
69	F:..... V:..... T:..... Clause 11.9 - Overhand work	Item			
70	F:..... V:..... T:..... Clause 11.10 - Tenant installations	Item			
71	F:..... V:..... T:..... Clause 11.11 - Advertising	Item			
72	F:..... V:..... T:.....	Item			
	SECTION C: SPECIFIC PRELIMINARIES				
73	Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....	Item			
74	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:..... T:.....	Item			
75	Cooperation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget F:..... V:..... T:.....	Item			
76	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:..... T:.....	Item			
77	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....	Item			
78	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:..... T:.....	Item			
79	Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification				
	F:..... V:..... T:.....	Item			
80	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works				
	The contractor is to submit to the principal agent on an a monthly basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating				
	F:..... V:..... T:.....	Item			
	Advertising rights The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement				
81	F:..... V:..... T:.....	Item			
	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer				
82	F:..... V:..... T:.....	Item			
	Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media				
83	F:..... V:..... T:.....	Item			
84	Drawings on Site				
	The Contractor shall maintain on Site at all times, a complete set of the latest revisions of the working drawings issued by the Architect, the Engineer, and the Electrical Consultant				
85	F:..... V:..... T:.....	Item			
86	Labour Record				
	At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day				
87	F:..... V:..... T:.....	Item			
88	Scaffolding				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	No scaffolding is measured as these Bills of Quantities are based on the sixth edition of the Standard System for Measuring Building Work. However, the Tenderer is advised to study the drawings as scaffolding may be required in certain areas for use by himself and selected/nominated subcontractors and the contractor must establish or otherwise required by him or selected/nominated subcontractor including taking down and re- erecting as may be necessary and no claims whatsoever will be entertained				
89	F:..... V:..... T:.....	Item			
90	Plant Record At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works				
91	F:..... V:..... T:.....	Item			
92	Daywork Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such work The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to which net cost 7,5% thereof shall be added. The cost of labour to the Contractor or sub- contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 7,5% shall be added Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operators mechanical plant and transport and erecting and dismantling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to 3. The rate for mechanical plant shall be commercial hire rates current at the time of executing the daywork and shall include fuel and insurance costs The above percentages shall cover head office charges; Site staff including Site supervision; third party and Contractors workmen compensation and unemployment insurance fund contributions; use, repair and sharpening of non-mechanical hand tools; use of erected scaffolding, staging, trestles and the like; use of tarpaulins, protective clothing, artificial lighting, safety and welfare facilities, storage and the like as may be available on the Site; and profit Supporting vouchers reflecting the time spent and materials used in each week shall be delivered for verification to the Principal Agent not later than				
93		Item			
94	Unauthorised Persons/Workmen on Premises The Contractor shall at all times strictly exclude all unauthorized persons from the site and shall set up notice boards to that effect	CONT			
95	F:..... V:..... T:.....	Item			
96	Guarantees and Maintenance Instructions/Manuals				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES				
	The Contractor shall obtain and hand over to the Architect on Practical Completion, all relevant guarantees, any operating and maintenance manuals, data or instructions required by the Architect or provided by the Manufacturers, Suppliers, or Sub-contractors The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Final Completion, failing which the release of the Construction Guarantee will be withheld until this is satisfactorily completed				
97	F:..... V:..... T:.....	Item			
98	Removal and Making Good of Temporary Works, etc. on Completion				
	The Contractor shall remove all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the Architect any damages resulting there from				
99	F:..... V:..... T:.....	Item			
100	Indemnities				
	Indemnities shall be sought by the Architect from all Contractors and Sub-contractors undertaking any design responsibility				
101	F:..... V:..... T:.....	Item			
102	Location of Temporary Buildings and Temporary Services				
	The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hardstanding, and services, etc., required for his own Sub-contractors use during the construction and maintenance period There is no guarantee given or implied that site conditions will be such that the Contractor will be able to erect such offices, stores and temporary accommodation within the site boundaries and it shall be the Contractors responsibility to adopt whatever measures he deems necessary in this regard and to obtain all necessary permission and pay all costs in connection therewith				
103	F:..... V:..... T:.....	Item			
104	Shop Drawings				
	The term 'Shop Drawings' shall mean drawings, layout drawings, illustrations, schedules, performance charts, brochures, operating manuals, other data which are prepared by the Contractor or Sub-contractor, Manufacturer, Supplier or Distributor and which illustrate some portion of the work The Contractor shall ensure that all shop drawings required for the work in terms of this Contract, all selected/nominated Sub-contracts and/or Architect's instructions, are prepared and submitted timeously in accordance with the following procedure Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the Architect for approval. Such work shall not be carried out until such approval has been given Shop drawings shall be submitted to the Architect for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme (All submissions shall be prepared in accordance with the Contract Drawings and specifications and/or any Architect's instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implication Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Architect's instructions shall not constitute grounds for any claims for delays				
105	F:..... V:..... T:.....	Item			
106	Commodities to be New				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1 PRELIMINARIES & GENERAL				
	BILL NO. 1				
	PRELIMINARIES All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used and/or fixed with care to ensure that they are in perfect condition when incorporated into the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works				
107	F:..... V:..... T:.....	Item			
108	Cost of Claims Costs incurred by the Contractor in the preparation of claims accepted by the Principal Agent shall be borne by the Contractor				
109	F:..... V:..... T:.....	Item			
110	Transformation and Empowerment Requirements The contractor shall take all necessary measures to comply with the document titled: Empowerment Breakdown of 15 point, compiled by Joburg Property Company, and make adequate provision to accommodate the requirements relating to job creation, job intensity, training and development, local SMME utilisation, local material utilisation, enterprise development, etc. as detailed in the above document				
111	F:..... V:..... T:.....	Item			
	SUMMARY OF CATEGORIES Category : Fixed R..... Category : Value R..... Category : Time R.....				
CARRIED TO SUMMARY				R	-

SECTION SUMMARY				
1	PRELIMINARIES	Page		-
Carried to Summary			R	-

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 2: DEMOLITIONS AND ALTERATIONS BILL NO 1 ALTERATIONS (PROVISIONAL) LOCATIONS FOR QUANTITIES <u>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</u> PREAMBLES The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. SUPPLEMENTARY PREAMBLES <u>Site inspection</u> The Tenderer is advised to visit the site, inspect the existing premises and acquaint himself thoroughly with the nature of the work specified. <u>Sizes and dimensions</u> All sizes and dimensions stated herein are approximate and deemed only sufficient to identify the item of work concerned. No allowance for overbreak has been made to any of the adjoining structures, walls, finishes, etc., where removals or pockets occur (the nett opening size, etc., has been made good in later items of this bill where such making good has not been included with the item) and the Contractor must allow in his prices for making good any overbreak that may occur. <u>Materials</u> Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor. Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site. None of the old materials are to be used for new work except where specifically described as being set aside for re-use. Where certain materials or articles from demolitions or alterations are described as to be handed over by the Contractor to the Client, such materials or articles shall be properly stored by the Contractor, until handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested to do so, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Client for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor. <u>General</u>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 2: DEMOLITIONS AND ALTERATIONS BILL NO 1 ALTERATIONS (PROVISIONAL) All new finishes are measured in the relevant trades for new work. Allow for watering the works sufficiently to prevent nuisance from dust. All alteration works described hereunder shall imply the use of an approved screed or plaster repairing compound and preparing existing surfaces to receive new. Provide all necessary propping, etc., required to ensure the safety and stability of the structure during the contract period and remove at completion. Provide all necessary additional barricades, screens, overhead protections, etc., required to ensure the safety of persons, property, etc., and remove at completion. All alteration work is within an existing facility. The contractor shall take utmost care to minimise damage to existing completed works in the vicinity of the alteration works. TEMPORARY BARRIERS, SCREENS, ETC <u>Temporary barriers, screens, etc., including removal on completion</u> 1 Dust screen 1800mm high, formed of suitable timber framing with shade net cloth to one side including corners, ends, one single gate, etc. (Re-usable in all sections) REMOVAL OF EXISTING WORK <u>Take out and remove doors, windows, etc.</u> <u>including thresholds, sills, etc. (building up openings elsewhere</u> 2 Single door and steel frame unit size overall 813 x 2032mm high from one brick wall SUNDRIES The items described hereunder cover work which is not fully defined at tender stage and which is intended to be executed by the Contractor and/or his Sub-Contractors. The amounts shown shall be used as directed by the Representative/ Agent and shall be deducted in whole or in part if not require 3 Allow the amount of R 60 000.00 (Sixty Thousand Rand) for sundry alteration work. This work shall be measured on completion and priced at scheduled rates.	m	10.00		-
		No	4.00		-
		SUM	1.00		-
CARRIED TO SUMMARY				R	-

<u>SECTION SUMMARY</u>			
1	ALTERATIONS (PROVISIONAL)	Page	-
Carried to Summary			R -

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 3: BUILDING WORK BILL NO. 1 CARPENTRY AND JOINERY LOCATIONS FOR QUANTITIES <i>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</i> PREAMBLES The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. SUPPLEMENTARY PREAMBLES <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere <u>Decorative thermosetting plastic laminate covering</u> Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish Waterproofing FIRE DOORS ETC. <u>Solid core fire doors (1 hour rated) : 44mm Thick door with hardwood concealed edge strips finished on both sides with masonite and hung on timber frames (frames elsewhere)</u> Door size overall 813 x 2032mm high				
1		No	4.00		-
CARRIED TO SUMMARY			R		R -

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 3: BUILDING WORK BILL NO. 2 IRONMONGERY LOCATIONS FOR QUANTITIES <u>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</u> PREAMBLES The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. SUPPLEMENTARY PREAMBLES <u>Proprietary items</u> Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items. Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered. On request returnable samples are to be provided to the principal agent for consideration <u>Finishes to ironmongery</u> Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded HINGES, BOLTS, ETC <u>"Union" or similar approved</u>				
1	76 x 100mm Steel butt hinges A: 0 B: 70 C: 0 D: 0	Pair	16.00		-
2	Barrel bolt to the approval of the employer A: 0 B: 70 C: 0 D: 0	No	8.00		-
	LOCKS				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 3: BUILDING WORK BILL NO. 2 IRONMONGERY LOCATIONS FOR QUANTITIES <u>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</u> <u>"Assa Abloy" or similar approved</u> The following locks are to be suitable for master and grand master key operation 2x18SC" 66mm euro profile double cylinder "QSR" Rebate conversion set HANDLES <u>"Assa Abloy" or similar approved</u> 6163-09SS" stainless steel lever handle on and including 76 x 152mm backplate with cylinder key hole piercing DOOR CLOSERS <u>"Dorma" or similar approved</u> "QS680" Overhead door closer SUNDRIES "QS4422" Door stop with rubber buffer				
		No	4.00		-
		No	4.00		-
		Pairs	4.00		-
		No	4.00		-
		No	4.00		-
	CA		R		-

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 3: BUILDING WORK BILL NO. 3 METALWORK LOCATIONS FOR QUANTITIES <u>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</u> PREAMBLES <i>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.</i> SUPPLEMENTARY PREAMBLES <u>Descriptions of pressed steel door, frames, etc</u> Frames shall project not less than 20mm into floor finish. Except where described as galvanized, frames shall be primed as specified before leaving the factory. Frames are to jambs and heads of openings. Frames for single doors shall be provided with two 100mm steel butt hinges and an adjustable striking plate for a mortice lock and frames for double doors shall be provided with four 100mm steel butt hinges. Butt hinges shall be steel butts with loose pins, welded to frames. Where necessary mortar caps shall be welded to frames and back plates shall be welded on behind tappings for screws The frame widths given refer to unfinished wall thicknesses <u>Descriptions of steel door, frames, etc</u> All fittings to windows, doors, etc shall be chromium plated. Fixed lights and opening sashes shall be in single squares. Windows etc of single unit construction shall have weather bars at transoms above opening sashes Composite windows not of single piece construction shall be coupled with standard coupling mullions and transoms that correspond with the window section used Kicking plates and panels shall be 1,6mm metal plate fixed with standard metal glazing beads mitred at angles and countersunk screwed on at not exceeding 300mm centres with self-tapping screws Except where described as galvanized, windows, doors, burglar bars, etc shall be primed as specified before leaving the factory STEEL ROLLER SHUTTERS, ETC. <u>"Roll-Up Serranda Series 500", or equal approved, solid galvanized steel slatted manual operated roller shutter door including cover box, end locks and extruded aluminium T-bar with rubber seal, fixed in strict accordance with the manufacturers instructions</u>				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 3: BUILDING WORK BILL NO. 3 METALWORK LOCATIONS FOR QUANTITIES <u>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</u> PREAMBLES Steel roller shutter door and frame unit size overall 1500 x 2500mm high from one brick wall. A: 0 B: 0 C: 0 D: 18 Steel roller shutter door and frame unit size overall 3000 x 3000mm high from one brick wall A: 0 B: 0 C: 0 D: 8 Steel roller shutter door and frame unit size overall 2000 x 2500mm high from one brick wall A: 0 B: 0 C: 0 D: 56 SUNDRY GALVANISED STEELWORK <u>Wall Protection</u> 3mm Thick "Vastrap", or equal approved, chequer plates fixed to existing plastered walls				
1		No	42.00		-
2		No	21.00		-
3		No	29.00		-
3		m ²	28		-
CARRIED TO SUMMARY				R	-

<u>SECTION SUMMARY</u>				
1	CARPENTRY AND JOINERY	Page		-
2	IRONMONGERY	Page		-
3	METALWORK	Page		-
Carried to Final Summary			R	-

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 5: PROVISIONAL SUMS & BUDGETARY ALLOWANCES BILL NO. 1 PROVISIONAL SUMS PREAMBLES The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards. SUPPLEMENTARY PREAMBLES <u>General</u> Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement building contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists <u>Profit</u> Where stated, the contractor may allow for profit if required <u>General attendance on nominated/selected subcontractors</u> The item "attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement <u>Special attendance on nominated/selected subcontractors</u> Where "special attendance" such as unloading, storing, placing in position, providing special power supplies, specific hoisting, craneage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish is required, a separate item describing the specific requirements in detail is to be provided for the pricing of such requirements <u>Builder's work</u> Builder's work in connection with specialist services is given elsewhere in these bills of quantities PROVISIONAL SUMS COMMUNITY LIAISON OFFICER				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 5: PROVISIONAL SUMS & BUDGETARY ALLOWANCES				
1	Provide the amount of R72 000.00 (Seventy Two Thousand Rand) for for the community liaison officer	Item	1		-
2	Profit	%IT	1		-
3	Allow for general attendance	%IT	1		-
	COMMUNITY PARTICIPATION CONSULTANT				
4	Provide the amount of R60 000.00 (Sixty Thousand Rand) for the community participation consultant	Item	1		-
5	Profit	%IT	1		-
6	Allow for general attendance	%IT	1		-
CARRIED TO SUMMARY			R		-

<u>SECTION SUMMARY</u>				
1	BILL NO. 1	Page		-
Carried to Final Summary			R	-

FINAL SUMMARY

1	Preliminaries and General	Page
2	Demolitions and Alterations	Page
3	Building Work	Page
4	Provisional Sums	Page

Sub Total

ST

Contingency

Provide the sum of 10% for contingencies to be used as directed and deducted in whole or in part if not required

10%

Sub Total

ST

Add: Value Added Tax (15%)

TAX

15%

Carried to Form of Tender

2

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-

-

-

-

-



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13 February 2023

To: SCM Manager.

MOTIVATION FOR THE PROCUREMENT OF SERVICES AND GOODS – METAL WORK AT BLOCK C, INFORMAL TRADING METRO MALL, AS PER THE ATTACHED UNPRICED BOQ.

1. PURPOSE

To request Supply Chain Management to assist in the sourcing of a service provider for the metal work at Block C, Informal Trading Metro Mall.

2. BACKGROUND

The Property Portfolio Management Unit hereby requests proposals from Contractors approved for inclusion in the JPC Panel of Contractors (POP 03/ 2021) under the following category: CIDB Grade 5 GB to quote on the BOQ attached for Block C, Informal Trading Metro Mall on behalf of the City of Joburg Property Company SOC Ltd (JPC).

3. SPECIFICATION

As per the attached BOQ and including the following:

4. ESTIMATE

5. ALLOCATION OF POINTS FOR EVALUATION PROCESS (80/20)

The 80/20 - point system will be used as per the table below:

SPECIFIC GOALS	DOCUMENTS REQUIRED	POINTS ALLOCATED
Business owned by 51% or more - Black People	CSD and ID copy of Director/s	5
Creation of new jobs or the intensification of labour absorption	List of potential employees who are SA citizens, and must meet the following criteria: • ID document • Must be over 18 years • CV • Proof of bank account	5
Enterprise located in a specific municipal area for work to be	CSD and proof of municipal account or lease	2



Non-Executive Directors: Caswell Rampheri (Chairperson)
Abigail Ramakoaba, Ismail Hendricks, Khanya Sithebe, Moeketsi Rabodila,
Sepheu Masemola, Trevor Harper, Vernon Ward, Yolandi Erasmus

Executive Directors: Helen Botes (Chief Executive Officer)
Imraan Bhamjee (Chief Financial Officer)
Company Secretary: Sharon Ramoetlo
City of Joburg Property Company SOC Ltd.
Registration Number: 2000/017147/07



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done or services to be rendered in that municipal area	agreement/proof of residence from the local Councillor	
Subcontracting to businesses owned by designated groups (up to 30%)	Draft subcontracting agreement	5
Business owned by 51% or more – People with Disabilities	CSD and ID copy of Director/s	3

6. RECOMMENDATION

It is, therefore, recommended that Supply Chain Management assists in sourcing a service provider for the metal works as a matter of urgency.

Signature:

Name: Asogan Maistry

Position: Project Manager

RECOMMENDED/ NOT RECOMMENDED/ COMMENTS.....

.....

.....

Signature:

Name: Sipho Mhlongo

General Manager: Property Management

Date: 13 February 2023



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