

CITY OF JOBURG PROPERTY COMPANY SOC LIMITED (JPC)

REQUEST FOR TENDERS FOR THE REFURBISHMENT OF THE WALTER SISULU
SQUARE OF DEDICATIONS- FROM CONTRACTORS WITH A CIDB GRADING OF 6GB
OR HIGHER

RFP NO: 10/2024/FYJPC

ISSUED BY:

CITY OF JOBURG PROPERTY COMPANY SOC Ltd
(JPC)
FORUM I, THIRD FLOOR (Entrance A)
BRAAMPARK
33 HOOFD STREET
BRAAMFONTEIN
2001
Enquiries; tenders@jhbproperty.co.za

NAME OF TENDERER :

CIDB REGISTRATION NUMBER:

TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX:

R

AMOUNT IN WORDS:

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This tender closes at **10h30am Telkom Time, Wednesday, 27 March 2024** at the offices of the City of Joburg Property Company Forum I Building, THIRD Floor, Braampark, 33 Hoofd Street, BRAAMFONTEIN, Johannesburg.

Tender availability Date: **26 February 2024**

Compulsory Site Briefing Session Date: 08 March 2024 at 10h00am, The Walter Sisulu Square of Dedications, Cnr. Klipspruit Valley Road and Union Road, Kliptown - SOWETO. Tenderer's to meet at the main entrance to the Civic Centre.

Tender document can be downloaded from E-tenders, CIDB website and JPC websites at no cost on www.jhbproperty.co.za or www.etenders.gov.za or www.cidb.org.za

NO LATE SUBMISSIONS WILL BE CONSIDERED

City of Joburg Property Company



PROCUREMENT DOCUMENT FOR BUILDING CONSTRUCTION

JBCC SERIES 2000 EDITION 5.0 PRINCIPAL BUILDING AGREEMENT

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER
DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST
NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL
INFORMATION MUST BE SUBMITTED AS A SEPARATE
ATTACHMENT TO THE TENDER DOCUMENT**

CITY OF JOBURG PROPERTY COMPANY SOC LIMITED

REQUEST FOR TENDERS FOR THE REFURBISHMENT OF THE WALTER SISULU SQUARE OF DEDICATIONS, Cnr. Klipspruit Valley Road and Union Road, Kliptown - SOWETO - FROM CONTRACTORS WITH A CIDB GRADING OF 6GB OR HIGHER
RFP NO: 10/2024/FYJPC

Contents

Number	Heading
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THE TENDER

Part T1: Tendering Procedures

- | | |
|------|--|
| T1.1 | Tender Notice and Invitation to Tender (White) |
| T1.2 | Tender Data (Pink) |

Part T2: Returnable Documents

- | | |
|------|---|
| T2.1 | List of Returnable Schedules and Documents (Yellow) |
| T2.2 | Returnable Schedules and Documents (Yellow) |

THE CONTRACT

Part C1: Agreement and Contract Data

- | | |
|------|--|
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| C1.2 | Contract Data (Yellow) |
| C1.3 | Construction Guarantee (White) |
| C1.4 | Occupational Health and Safety Agreement (White) |
| C1.5 | Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act No 85 of 1993 (White) |
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Part C2: Pricing Data

- | | |
|------|-------------------------------|
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Part C3: Tendering Procedures

- | | |
|----|----------------------|
| C3 | Scope of Work (Blue) |
|----|----------------------|

Part C4: Site Information

- | | |
|----|--------------------------|
| C4 | Site Information (Green) |
|----|--------------------------|

TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS	CHECKED	
	Tenderer(s)	Project Manager
1. Correct Tender offer carried forward to the Cover Page and also the Form of Offer and Acceptance in Part C1.1	<input type="checkbox"/>	<input type="checkbox"/>
2. Tenderer's signature on the offer	<input type="checkbox"/>	<input type="checkbox"/>
3. Bill of Quantities	<input type="checkbox"/>	<input type="checkbox"/>
i Completed in BLACK INK only	<input type="checkbox"/>	<input type="checkbox"/>
ii Corrections crossed out and initialled and letter confirming corrections	<input type="checkbox"/>	<input type="checkbox"/>
4. Returnable Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Compulsory Enterprise Questionnaire [Form A]	<input type="checkbox"/>	<input type="checkbox"/>
ii Record of Addenda to Tender Documents [Form B]	<input type="checkbox"/>	<input type="checkbox"/>
iii Schedule of Recently Completed Contracts [Form C]	<input type="checkbox"/>	<input type="checkbox"/>
iv Schedule of Current Contracts [Form D]	<input type="checkbox"/>	<input type="checkbox"/>
v Schedule of Construction Plant and Equipment (if applicable) [Form E]	<input type="checkbox"/>	<input type="checkbox"/>
vi Schedule of Proposed Sub-Tenderer(s) [Form F]	<input type="checkbox"/>	<input type="checkbox"/>
vii Schedule of Proposed Key Personnel [Form G]	<input type="checkbox"/>	<input type="checkbox"/>
Viii Banking Details [Form H]	<input type="checkbox"/>	<input type="checkbox"/>
ix Proposed Amendments and Qualifications (if any) [Form I]	<input type="checkbox"/>	<input type="checkbox"/>
x Certificate of Authority for Joint Venture (if applicable) [Form J]	<input type="checkbox"/>	<input type="checkbox"/>
xi Particulars of any contracts awarded by an organ of state during the last 5 years [Form K]	<input type="checkbox"/>	<input type="checkbox"/>
xii Cash Flow Projection [Form L]	<input type="checkbox"/>	<input type="checkbox"/>
xiii Form concerning fulfilment of the Construction Regulation [Form M]	<input type="checkbox"/>	<input type="checkbox"/>
xiv Questionnaire on tenderers procedures with respect to OHASA and Construction Regulations [Form N]	<input type="checkbox"/>	<input type="checkbox"/>
xv Invitation to Bid – MBD 1 [Form O]	<input type="checkbox"/>	<input type="checkbox"/>
xvi Tender Advert for Bid – JPC MBD 2 [Form P]	<input type="checkbox"/>	<input type="checkbox"/>
xvii Declaration of interest – JPC MBD 4 [Form Q]	<input type="checkbox"/>	<input type="checkbox"/>
xviii Declaration for Procurement above R10million – JPC MBD 5 [Form R]	<input type="checkbox"/>	<input type="checkbox"/>

xix	Preference Points – JPC MBD 6 [Form S]	<input type="text"/>	<input type="text"/>
xxi	Contract Form- Purchase of Goods/ Services – MBD 7.1 [Form U]	<input type="text"/>	<input type="text"/>
xxii	Declaration of Bidder's Past SCM Practices – JPC MBD 8 [Form V]	<input type="text"/>	<input type="text"/>

5. Returnable Documents

i	Valid Tax Compliant Verification PIN number issued by SARS [Form W]	<input type="text"/>	<input type="text"/>
ii	Company Registration Documents [Form X]	<input type="text"/>	<input type="text"/>
iii	Power of attorney, company resolution and authority to sign tender [Form Y]	<input type="text"/>	<input type="text"/>
iv	Certified and valid B-BBEE status level verification certificate or sworn affidavit thereof, substantiating the B-BBEE rating [Form Z]	<input type="text"/>	<input type="text"/>
v	A letter certifying that the tenderer has no undisputed commitments to a municipality or other service provider [Form AA]	<input type="text"/>	<input type="text"/>
vi	Project Organogram [Form BB]	<input type="text"/>	<input type="text"/>
vii	Letter of Appointment/Purchase Order and Completion Certificates [Form CC]	<input type="text"/>	<input type="text"/>
viii	CV's of Contracts Manager, Site Agent and Health and Safety Officer [Form DD]	<input type="text"/>	<input type="text"/>
x	Financial Capacity confirmation [Form FF]	<input type="text"/>	<input type="text"/>
xi	Consent and acknowledgments in terms of the Protection of Personal Information Act 2013 (POPIA) [Form GG]	<input type="text"/>	<input type="text"/>

PART T1: TENDERING PROCEDURES**T1.1:Tender Notice and Invitation to Tender****REQUEST FOR TENDERS FOR THE REFURBISHMENTS OF THE WALTER SISULU SQUARE OF DEDICATIONS, Cnr. Klipspruit Valley Road and Union Road, Kliptown - SOWETO - FROM CONTRACTORS WITH A CIDB GRADING OF 6GB OR HIGHER
RFP NO: 10/2024/FYJPC**

The City of Joburg Property Company SOC Ltd (JPC) invites tenders for:

The Refurbishment of The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, KLIPTOWN – SOWETO

The Tenderers should have a CIDB Tenderer(s) grading designation of **6GB and above or combined grading in case of JVs and Consortiums in terms of industry standards**

Joint ventures are eligible to submit bids provided that they satisfy criteria stated in the Tender Data.

The physical address for submission of tender documents is:

**City of Joburg Property Company SOC Limited
Forum I
3rd Floor, A Block (Ground Level)
33 Hoofd Street
Braampark
Braamfontein**

The tender document can be downloaded from E-tenders, JPC and CIDB websites at no cost. The websites are as follows: - www.jhbproperty.co.za or www.etenders.gov.za or www.cidb.org.za

Queries relating to the issue of these documents may be addressed to tenders@jhbproperty.co.za. No telephonic calls will be accepted.

A compulsory Site Briefing Session with representatives of the Employer will take place on site at **The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Kliptown - SOWETO**.
Tenderer's to meet at the main entrance to the 08 March 2024 at 10h00 am

The closing time for receipt of tenders is 10h30am Telkom Time on 27 March 2024

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued, and supporting documents to be provided as required. The retyping of the tender document is not permitted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The JPC's selection of qualifying tenders will be at the JPC's sole discretion and will be final. The JPC does not bind itself to accept any particular tender. Contract will only be entered into with the successful tenderer.

TENDER DOCUMENTS CANNOT BE POSTED

TENDER DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: JPC'S OFFICES SITUATED AT FORUM I BUILDING, 3RD FLOOR, A BLOCK (GROUND LEVEL), BRAAMPARK, 33 HOOFD STREET, BRAAMFONTEIN.

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS.

INCOMPLETE, UNSIGNED DOCUMENTS/FORMS WILL BE REJECTED. JPC WILL NOT ACCEPT LATE RESPONSES.

ALL PAGES MUST BE INITIALLED.

CLEARLY MARKED ORIGINAL PROPOSAL/BID (TENDER DOCUMENT), PLUS 1 COPY OF THE ORIGINAL PROPOSAL/BID (TENDER DOCUMENT) MUST BE DELIVERED (2 DOCUMENTS).

Tenderers must also submit a copy of the excel BoQ filled in with original ink, plus electronic copy of the same BOQ on a USB.

The tender box will be accessible from Monday – Friday at 08H00 – 16h00.

THIS TENDER IS SUBJECT TO JPC'S STANDARD CONDITIONS OF CONTRACT, THE JBCC CONDITIONS OF CONTRACT, AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

FURTHER CONDITIONS

- a. The Tenderer(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of this document
- b. The Tenderer(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Tenderer(s) unconditional acceptance of all the terms and conditions contained in the Terms of Reference document.
- c. The information required in the tender must be provided accurately and honestly. Tenderer(s), who fail to provide such information to the satisfaction of the COJ and/or JPC, will be disqualified from the proposal call process.
- d. All details provided by the Tenderer(s) will be regarded as material representations, on the basis of which the COJ and/or its agent the JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.
- e. JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Tenderer(s) or any other party or parties for whatsoever reason as a result of the tender.
- f. Neither the appointed Tenderer(s) nor the resulting contract may be ceded or assigned to a third party unless the Tenderer(s) state that he/she/it is acting as agent on behalf of a another person or entity or such cession or assignment is approved by JPC for justifiable reasons.
- g. The evaluation of tenders will be completed by the JPC.
- h. JPC reserves the right to seek clarification or further information from Tenderer(s) and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
- i. JPC reserves the right to negotiate a final proposal with one or more of the Tenderer(s).
- j. JPC reserves the right to award the tender in whole or in part and JPC does not bind itself to accept any proposal(s) submitted and no reasons will be assigned for the acceptance or rejection of any proposal.
- k. JPC may at its discretion withdraw the proposal call process at any stage during the process, and reserves the right not to award the tender at all.

PART T1: TENDERING PROCEDURES**T1.1 Tender Data**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the CIDB Standard Conditions of Tender to which it applies.

Clause Number	Clause Heading	Data / Wording
F.1.1	The Employer	City of Joburg Property Company SOC Ltd (JPC) Forum I 3rd Floor, A Block (Ground Level) Braampark 33 Hoofd Street Braamfontein
F.1.2	The Tender	PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules and Documents
	The Contract	PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Construction Guarantee C1.4 Occupational Health and Safety Agreement C1.5 Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act No. 85 of 1993 C1.6 JPC Standard Conditions of Appointment
		PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Bill of Quantities
		PART C3: SCOPE OF WORK
		PART C4: SITE INFORMATION

		ANNEXURES
F.1.4	Principal Agent	<p>INVESTLOT (PTY) LTD Maddison Avenue | Aspen Hills Ext 13 Aspen Business Park | Alberton Arizona House | North-Wing | Ground Floor Tel: (+27) 83 423 5138 / (+27) 79 137 8088 Email: investlotinsure@gmail.com</p>
F.2.1	Disqualifying Criteria	<ul style="list-style-type: none"> Non-submission of a valid CIDB Grading certificate of 6GB and above. <p style="padding-left: 40px;">The bidder's CIDB Grading certificate must be valid and active as at the closing date of the bid.</p> <ul style="list-style-type: none"> Non-submission of a combined CIDB Grading certificate of 6GB or above for the Joint Ventures/ Consortium (if applicable). Failure to attend the compulsory site briefing session. <u>NB: Failure to comply with the above will result in disqualification and the bid not being evaluated for Stage 1 and Stage 2.</u>
F.2.1	Compliance Criteria before award	<ul style="list-style-type: none"> Valid Tax Compliant Verification PIN number issued by SARS. Proof of registration of the Entity as follows: <ul style="list-style-type: none"> Natural persons- certified copy of ID document/ passport Partnership- copy of Partnership Agreement plus IDs of all partners Company- current CM29/COR 20.1 Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1 Trust- letter of appointment from the Master of the High Court of SA and deed of trust Proof of registration of NPO or NGO (Copy of Provincial Registration Certificate etc.) Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual for all his/her properties/ Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted for all the properties of the directors. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity for all properties owned by the Entity/ Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted for all the properties of the directors. 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) for all their properties/ Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating

		<p>why an up to date municipal account cannot be submitted for all the properties of the directors.</p> <ul style="list-style-type: none"> • Central Supplier Data Base registration (full report) • Completion and signature of all bid documents. • Signature of: The Declaration of Interest in MBD 4 (Form Q); declaration of the bidder's past Supply Chain Practices in the MBD 8 (Form V; the Bid Submission in JPC's MBD 7 (Form R) and The Certificate of independent Bid Determination MBD9 (Form VV) e case of a Joint Venture/Consortium, separate documents in respect of each partner must be completed and submitted for the above. • In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, audited annual financial statements indicating the latest three financial periods, B-BBEE certificates, CIDB Grading certificate and a JV / Consortium agreement. • Submission of Public Interest Score (PIS) as per The Companies Act Regulations 26(2). The Public Score Calculation must be supported by the following: <ul style="list-style-type: none"> - Audited Annual Financial Statements indicating the latest three financial periods, OR - Latest unaudited annual financial statement used for the calculation of the PIS. • In the case of a Joint Venture/Consortium, separate documents in respect of each partner must be completed and submitted for the above. • Certified and valid B-BBEE status level verification certificate of bidding entity. • The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • The tenderer has not: <ul style="list-style-type: none"> a) abused the Employer's Supply Chain Management System; or b) failed to perform on any previous contract and has been given a written notice to this effect. • The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. • The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.
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		<ul style="list-style-type: none"> The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.2.7	Compulsory Site Briefing Session	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity.</p> <p>An attendance certificate will be issued at the compulsory site briefing session and must be included in the submission.</p> <p>Addenda/any form of communication will be issued tenderers whose email addresses appear in the attendance register from the scheduled compulsory briefing session.</p>
F.2.10.3	Pricing and Tender Offer	The tender shall be for a fixed price (no CPAP provisions or other methods of adjustment shall apply) with the fixed price being held for a period of sixty days after the practical completion of the contract.
F.2.12	Alternative tender offers	No alternative tender offers will be considered.
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	<p>CLEARLY MARKED ORIGINAL PROPOSAL/BID (TENDER DOCUMENT), PLUS 1 COPY OF THE ORIGINAL PROPOSAL/BID (TENDER DOCUMENT) MUST BE DELIVERED (2 DOCUMENTS).</p> <p>Tenderers must also <u>submit a copy of the excel BoQ</u> filled in with original ink, <u>plus electronic copy</u> of the same BOQ on a USB.</p>
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: City of Joburg Property Company SOC Ltd</p> <p>Physical address: Forum I 3rd Floor, A Block (Ground Level) Braampark 33 Hoofd Street Braamfontein</p> <p>Identification details: REQUEST FOR TENDERS FOR REFURBISHMENT OF The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Kliptown - SOWETO - FROM CONTRACTORS WITH A CIDB GRADING OF 6GB OR HIGHER RFP NO: 10/2024/FYJPC</p>

		<p>CLOSING DATE & TIME: 27 March 2024 at 10h30 Telkom Time as stated in the Tender Notice and Invitation to Tender</p> <p>BID DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE OR SEALED MARKED COVER AND DEPOSITED IN THE TENDER BOX AND PHYSICAL ADDRESS AS DESCRIBED ABOVE. Failure to comply with this requirement will result in the bid being rejected.</p>
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <u>NOT</u> be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity	The tender offer validity period is <u>120 days</u> .
F.2.23	Certificates	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Valid Tax Compliant Verification PIN number issued by SARS. 2) Certified and valid B-BBEE status level verification certificate. 3) CIDB Tenderer(s) Grading Certificate(s) of 6GB or higher 4) Documents and Schedules listed on Page 18.
F.3.4	Opening of tender submissions	Tender will be opened immediately after the closing time for tenders as stated in the Tender Notice and Invitation to Tender.
F.3.11.3	Evaluation of Tender Offers	<p>The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference Points System) having completed a technical evaluation.</p> <p>The Preference Point System assigns a score to each tenderer based on the tender price and Preference Points. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows.</p> <p>For tenders below R50 million</p> <ul style="list-style-type: none"> • Up to 80 points are assigned to price • Up to 20 points are assigned for Preference Points. <p>Points scored will be rounded off to the nearest 2 decimal places.</p> <p>A two-stage evaluation will be applied to the evaluation of the bid as follows:</p>

STAGE 1: TECHNICALITY/FUNCTIONALITY EVALUATION

Bids will be evaluated in order to establish whether they meet a minimum threshold score of 70 points out of 100 for functionality, based on the following criteria:

Demonstrated capability to deliver the required scope of work as demonstrated by:

TECHNICAL FUNCTIONAL CRITERIA	POINTS	RETURNABLE DOCUMENTS TO BE USED IN EVALUATION
1. Understanding of Scope of Work	10	
<p>Clear and satisfactory approach methodology with work plans and work process.</p> <p>Methodology statement and project program MUST include the following:</p> <ul style="list-style-type: none"> • Work program plan with allocation of resources and tasks. Proposed delivery methodology including methods of construction in different terrain areas. – 02 points • Detailed project programme with timelines reflecting various phases with critical path and long LEAD items. – 02 points • This section should show the tenderer's understanding of the process and input required towards the successful execution of the project. – 02 points • Stakeholders engagement with ward councillor, staff, Regional Director's, etc. – 02 points • Legislative Requirements in OHASA, Environmental Health compliance – 02 points. 		Methodology Statement and project programme.
2. Capacity and Experience of the Lead Personnel.	30	

		<p>Related level of experience in similar nature of works.</p> <p>Contracts Manager</p> <p>Bachelor Degree in Built Environment or relevant qualifications, with experience in civil and building sector as follows.</p> <p>Proof of Registration with any of the following accredited professional bodies (certified within 6 months): ECSA and/or SACPCMP = 05 points</p> <p>10 or more years of experience = 05 points</p> <p>05 or more years of experience = 03 points</p> <p>Below 04 years of experience = 0 points</p> <p>Site Agent</p> <p>Bachelor Degree/National Diploma in Built Environment or relevant qualifications, with experience in civil and building sector = 05 Points</p> <p>10 or more years of experience = 05 points</p> <p>05 or more years of experience = 03 points</p> <p>Below 05 years of experience = 0 Points</p> <p>Health and Safety Officer</p> <p>Registered with valid SACPCMP registration as a Construction Health and Safety Officer = 05 Points</p> <p>10 or more years of experience = 05 points</p> <p>05 or more years of experience = 03 points</p> <p>Below 05 years of experience = 0 Points</p>		<p>Detail Years of Experience and Previous Contract Value Managed:</p> <p>Curriculum Vitae indicating years of experience and project in built environment, attached with Certified Copies of Certificates (Degrees/Diplomas) in the required field. Certified Copies of IDs of Contract Manager.</p> <p>Proof of current employment with the Bidding Entity or Consultants' contract with the Bidding Entity.</p> <p>Certified valid registration with professional bodies.</p> <p>Curriculum Vitae indicating years of experience in built environment attached with Certified Copies of Certificates (Degrees/Diplomas) in the required field. Certified Copies of IDs of Key Personnel.</p> <p>Proof of current employment with the Bidding Entity or Consultants' contract with the Bidding Entity.</p> <p>Certified valid registration with professional bodies.</p> <p>Curriculum Vitae indicating years of in built environment, attached with Certified Copies of Certificates (Degrees/Diplomas) in the required field. Certified Copies of IDs of Key Personnel.</p> <p>Proof of current employment with the Bidding Entity or Consultants' contract with the Bidding Entity.</p> <p>Certified valid registration with professional bodies.</p>	
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3. Value and nature of relevant previous work completed

		<p>Number of projects completed in Facilities Management</p> <p>10 or more projects completed = 10 points</p> <p>8 - 9 projects completed = 8 points</p> <p>6 - 7 projects completed = 6 points</p> <p>4 - 5 projects completed = 4 points</p> <p>2 - 3 projects completed = 2 points</p> <p>Below 2 projects completed = 0 points</p>		<p>Bidders to submit copy of a Completion Certificate and reference forms signed and stamped by the reference entity, (MBD 9) indicating the following:</p> <ul style="list-style-type: none">• Letters to be on official company letter heads.• Contract value• Duration of the contract. <p>NB: Reference letters and reference forms (MBD 9) not on letterheads, not signed, and not reflecting contract values & project duration will result in the Bidder not allocated points.</p>																																								
		<p>4. Capacity of the Tenderer</p> <p>Capacity of the Tenderer in relation to resources availability for this project.</p> <table><tr><th colspan="3">TARGETED GOALS</th><th>WEIGHT</th><th>POINTS SCORED</th></tr><tr><th>Plant & Equipment Required</th><th>Size/Capacity or Model etc</th><th>Min. Number required</th><th></th><th></th></tr><tr><td>1. 1 x TLB</td><td>0.5m³</td><td>1</td><td>4</td><td></td></tr><tr><td>2. 1 x Pedestrian Roller</td><td></td><td>1</td><td>4</td><td></td></tr><tr><td>3. 1 x Water tanker</td><td>10,000L minimum capacity</td><td>1</td><td>4</td><td></td></tr><tr><td>4. Excavator</td><td>1m3 bucket size</td><td>1</td><td>4</td><td></td></tr><tr><td>5. Crane</td><td>5 ton</td><td>1</td><td>4</td><td></td></tr><tr><td colspan="3">SUB-TOTAL: Tender Construction Plant & Equipment</td><td>20</td><td></td></tr></table>	TARGETED GOALS			WEIGHT	POINTS SCORED	Plant & Equipment Required	Size/Capacity or Model etc	Min. Number required			1. 1 x TLB	0.5m³	1	4		2. 1 x Pedestrian Roller		1	4		3. 1 x Water tanker	10,000L minimum capacity	1	4		4. Excavator	1m3 bucket size	1	4		5. Crane	5 ton	1	4		SUB-TOTAL: Tender Construction Plant & Equipment			20		20	
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SUB-TOTAL: Tender Construction Plant & Equipment			20																																									
		<p>5. Financial Capacity</p> <p>Financial Capacity Requirements.</p> <p>The bidder is to demonstrate proof of availability of at least R4 million and above aligned to the project scope:</p>	30	<p>Copy of 3 months bank statements showing availability of 4 million and above Agreed issued within 1 month of tender closure or</p> <p>Credit line with the building materials supplier (one supplier) NB :confirmation must be in the supplier letterhead or</p> <p>Confirmation letter from the funder (s) stating that they will fund the project supported by three months bank statement with the funder or</p> <p>Bank overdraft facility</p>																																								

				<p>Or approved proof of credit availability from accredited financial institution on their letter head and signed and attach under Form FF.</p> <p>NB. No bank codes letters will be accepted.</p> <p>Confirmations to be put on the creditor's letterhead.</p>
		TOTAL	100 POINTS	
		MINIMUM THRESHOLD	70 POINTS	

STAGE 2: PRICE AND SPECIFIC GOALS (80:20)

Only those bids that meet the criteria stated for Stage 1 will be evaluated at this stage. Bids will be evaluated using the 80:20 principles, as per MFMA Circular No.53 of the National Treasury:

FORMULA FOR SCORING TENDER PRICE

The following formula will be used to calculate the points for price.

$$P_s = 80 \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

The points allocated to a tenderer will be in accordance with the **Preferential Procurement Regulations, 2022** published in Government Gazette.

The following table is applicable:

Goal 1: DESIGNATED GROUP	MEANS OF VERIFICATION (BIDDERS TO ATTACH THE FOLLOWING DOCUMENTS)	80/20
Maximum Points:		10
Business owned by 51% or more – Black People	Full CSD report and ID copy of Director's shareholders	5

		SMMEs (An EME or QSE)	Full CSD and ID copy of Director\’s or sworn BBBEE affidavit / certificate	5
		GOAL 2: SPECIFIC GOALS	DOCUMENT REQUIRED	80/20
		Maximum Points:		10
		Enterprises located in a province area for work to be done or services to be rendered in that province. - <u>Gauteng</u>	CSD and proof of business/ entity address / municipal account for the enterprise / Entity or lease agreement / proof of residence from the local councillor.	10
		NB: Failure to attach proof of the above means of verifications, will result in a bidder not allocated points.		
F.3.17	Number of Paper Copies	The number of paper copies of the signed contracts to be provided by the employer is 1 (one).		

PART T2: RETURNABLE DOCUMENTS**T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable schedules

- Compulsory Enterprise Questionnaire **[Form A]**
- Record of Addenda to Tender Documents **[Form B]**
- Schedule of Recently Completed Contracts **[Form C]**
- Schedule of Current Contracts **[Form D]**
- Schedule of Construction Plant and Equipment **[Form E]**
- Schedule of Proposed Sub-Tenderer(s) **[Form F]**
- Schedule of Proposed Key Personnel **[Form G]**
- Banking Details **[Form H]**
- Proposed Amendments and Qualifications (if any) **[Form I]**
- Certificate of Authority for Joint Venture (if applicable) **[Form J]**
- Particulars of any contracts awarded by an organ of state during the last 5 years **[Form K]**
- Estimated Monthly Expenditure **[Form L]**
- Fulfilment of the Construction Regulations **[Form M]**
- Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations **[Form N]**
- Invitation to Bid – **MBD 1 [Form O]**
- Tender Advert for Bid – **JPC MBD 2 [Form P]**
- Declaration of interest – **JPC MBD 4 [Form Q]**
- Declaration for Procurement over R10 million – **JPC MBD 5 [Form R]**
- Preferential Points – **JPC MBD 6 [Form S]**
- Contract Form- Purchase of Goods/ Services – **JPC MBD 7.1 [Form U]**
- Declaration of Bidder's Past SCM Practices - **JPC MBD 8 [Form V]**
- Reference form – **JPC MBD 9 [Form VV]**
- Certificate of Independent Bid Determination – **MBD 10**
- Tax Compliance Status Pin **[Form W]**
- Company Registration documents **[Form X]**
- Power of attorney, company resolution and authority to sign tender **[Form Y]**
- Certified and valid B-BBEE status level verification certificate or sworn affidavit thereof, substantiating the B-BBEE rating **[Form Z]**
- A letter certifying that the tenderer has no undisputed commitments to a municipality or other service provider **[Form AA]**
- Project Organogram **[Form BB]**
- Letter of Appointment/Purchase Order and Completion Certificates **[Form CC]**
- CV of Contracts Manager, Site Agent and Health and Safety Officer **[Form DD]**
- Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC form (Refer C1.3) **[Form EE]**
- Financial Capacity confirmation **[Form FF]**

T2.1.1 Other Documents that will be incorporated into the contract

- Form of Offer and Acceptance
- Contract Data
- Bills of Quantities

- Occupational Health and Safety Agreement(C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

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

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

i) authorizes the Employer to obtain a Valid Tax Compliant Verification PIN number from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

FORM B: Record of Addenda to Tender Documents

We confirm that the following communications received from the Principal Agent before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

FORM C: Schedule of Recently Completed Contracts

The Tenderer shall list below the last five building construction contracts of a **similar nature** awarded to the Tenderer. This information is material to the award of the Contract.

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

(In the event of insufficient space, kindly attach documentation)

EMPLOYER (Name, Tel No and Fax No)	PRINCIPAL AGENT (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

FORM D: Schedule of Current Contracts

The Tenderer shall list below the contracts not yet completed. This information is material to the award of the Contract.

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

(In the event of insufficient space, kindly attach documentation)

EMPLOYER (Name, Tel No and Fax No)	LOCATION	NATURE OF WORK	VALUE OF WORK	EXPECTED DATE OF COMPLETION

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

FORM E: Schedule of Construction Plant & Equipment

The following are lists of Construction Plant and Equipment that I / We presently own or lease and will have available for this contract if my / our tender is accepted.

In the case of a joint venture or consortium, proof of ownership from either partner will be sufficient.

- (a) **Details of Equipment that is owned by me / us and immediately available for this contract.**

Description	Quantity
List of the Equipment/ plant	

Attach additional pages if more space is required

- (b) **Details of Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (<i>type, size, capacity etc.</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

I/We hereby notify you that it is my/our intention to employ the following Sub-Tenderer(s) for work in this contract.

[illegible]

DATE:

FORM G: Schedule of Proposed Key Personnel

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience, positions held and their nationalities.

LOCATION	DESIGNATION	NAME AND NATIONALITY OF KEY PERSONNEL	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
HEAD OFFICE	Partner/director		
	Project manager		
	Other key staff (give designation)		
SITE OFFICE	Site Agent		
	Contracts Manager		
	Safety Officer		
	Other Key Staff (Give Designation)		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM H: Banking Details

I/We hereby authorise the Employer to approach the following bank for the purposes of obtaining a financial reference:

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	()
Fax Number	()
Account Number	

SIGNATURE:
 (Of person authorised to sign on behalf of the Tenderer)

DATE:

FORM I: Proposed Amendments and Qualifications (if any)

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

SIGNATURE:
(Of person authorised to sign on behalf of the Tenderer)

DATE:

FORM J: Certificate of Authority for Joint Venture (if applicable)

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..
..... , authorised signatory of the company
..... , acting in the capacity of
lead partner, to sign all documents in connection with the tender offer and any contract resulting from
it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature Name Designation
 CIDB registration no		Signature Name Designation
 CIDB registration no		Signature Name Designation
 CIDB registration no		Signature Name Designation

SIGNATURE:
(Of person authorised to sign on behalf of the Tenderer)

DATE:

FORM K: Particulars of Contract awarded by an Organ of State during the last 5 years

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

(In the event of insufficient space, kindly attach documentation)

EMPLOYER	PRINCIPAL AGENT	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNATURE: **DATE:**
(Of person authorised to sign on behalf of the Tenderer)

FORM L: Estimated Monthly Expenditure

The Tenderer shall state below the estimated value of work to be completed every month based on his preliminary programme and his tendered unit rates.

It is imperative that the tenderer achieves a 100% spend in 8 (eight) months from the date of appointment of the contractor.

* The amounts for contingencies and Contract Price Adjustment must not be included.

MONTH	VALUE *
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
	COMPLETION OF CONTRACT
TOTAL	R

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM M: Fulfilment of the Construction Regulations, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a Tenderer(s) to perform construction work unless the Tenderer(s) can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2 Proposed approach to achieve compliance with the Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4 Provide details of proposed training (if any) that will be undergone:

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

5 Potential key risks identified and measures for addressing risks:

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

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

FORM N: Questionnaire on Tenderer's Procedures with respect to the Occupational Health and Safety Act (OHASA) or Construction Regulations.

1. Name of the employee to be appointed as Construction Supervisor [Construction Regulation 6 (1)]
.....
2. Names of the competent employees to assist the Construction Supervisor [Construction Regulation 6(2)]
.....
3. Name of the person to be appointed to conduct base line and ongoing risk assessments [Construction Regulation 7(1)]
.....
4. Name of competent person to be appointed as occupational health and safety officer [Construction Regulation 6(6)]
.....
5. Will the employees to be appointed on the project be in possession of proof of health and safety induction training [Construction Regulation 7(9) (a)]?Yes / No.
If no, what are the tenderer's proposals for such training?
.....
6. Are the tenderer's tools, plant and equipment tested and inspected regularly in terms of safety compliance?Yes/N
o
If no, what are the tenderer's proposals for such testing?
.....
7. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment?Yes/N
o
If no, what are the tenderer's proposals for such designation?
.....
8. What other measures will the tenderer take to comply with the OHS Act and the Construction Regulations?Yes/No
If no, what are the tenderer's proposals to comply with this requirement?
.....
.....
.....

9. Is the tenderer registered and in good standing with the Compensation Commissioner or duly approved compensation insurer?

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

FORM O: INVITATION TO BID – MBD 1

1 YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY (SOC) LTD
--

BID NUMBER: CLOSING DATE: CLOSING TIME:
.....

DESCRIPTION.....
.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT:

City of Joburg Property Company (SOC) Ltd
Forum I, A Block
3rd Floor (Reception Level)
Braampark Office Park
33 Hoofd Street
Braamfontein

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is accessible from Monday - Friday at 08h00 - 16h00.

2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

<p>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT</p>

3 NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

<p>3.1 THE FOLLOWING PARTICULARS MUST BE FURNISHED</p>

<p>3.2 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p>
--

NAME OF BIDDER

.....
.....

POSTAL ADDRESS

.....
.....

STREET ADDRESS

.....
.....

TELEPHONE NUMBER

CODE.....NUMBER.....

.....

3.2.1

3.2.2 **CELLPHONE NUMBER**

.....

.....

FACSIMILE NUMBER

CODE

.NUMBER.....

E-MAIL ADDRESS

.....

.....

VAT REGISTRATION NUMBER

.....

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NOHAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS) ☐
A REGISTERED AUDITOR☐
(Tick applicable box)**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER
TO EVALUATE FOR PREFERENCE POINTS FOR B-BBEE)****3.2.2.1 ARE YOU THE ACCREDITED REPRESENTATIVE****IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?**

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

SUPPLY CHAIN MANAGEMENT UNIT

tenders@jhbproperty.co.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

SUPPLY CHAIN MANAGEMENT UNIT

tenders@jhbproperty.co.za

.....

FORM P: TENDER ADVERT FOR BID: RFP 10/2024 – JPC MBD 2

**CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) (“JPC”),
HEREBY INVITES INTERESTED CONTRACTORS FOR THE REFURBISHMENT OF The Walter
Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Kiptown - SOWETO
- FROM CONTRACTORS WITH A CIDB GRADING OF 6GB OR HIGHER**

Bid Number	RFP: 10/2024/FYJPC
Bid Description	Request for Proposals For the Refurbishment of The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Kiptown - SOWETO from Contractors with a CIDB Grading of 6GB or Higher
Compulsory Briefing Session	The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Kiptown - SOWETO
Date	08 March 2024 at 10h00am
Document Availability Date	26 February 2024
Document Cost	Document can be downloaded from E-tenders and the JPC website and E-tenders at no cost, via www.etenders.gov.za or www.jhbproperty.co.za or www.cidb.org.za
Closing Date	27 March 2024 at 10h30am (Telkom time)
Disqualification criteria	<ul style="list-style-type: none"> Non-submission of a valid CIDB Grading certificate of 6GB and above. The bidder's CIDB Grading certificate must be valid and active as at the closing date of the bid. Non-submission of a combined CIDB Grading certificate of 6GB or above for the Joint Ventures/ Consortium (if applicable). Failure to attend the compulsory site briefing session. <p>NB: Failure to comply with the above will result in the bid being disqualified</p>
Compliance Requirements before an award is made to the successful Bidder	<ul style="list-style-type: none"> Valid Tax Compliant Verification PIN number issued by SARS. Proof of registration of the Bidder as follows: <ul style="list-style-type: none"> Natural persons- certified copy of ID document/ passport Partnership- copy of Partnership Agreement plus IDs of all partners Company- current CM29/COR 20.1 Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1 JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners. Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate. 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 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 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

	<p>acknowledgements or arrangements have been made to settle arrears /Valid Lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.</p> <ul style="list-style-type: none"> • 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 Database (full CSD report) registration valid on tender closing date. • Signature of the following documents; <ul style="list-style-type: none"> ○ Declaration of interest in MBD 4 ○ Declaration of the Bidder's Past Supply Chain Practices in MBD 8, ○ Certificate of Independent Bid Determination in MBD 9, and ○ Bidders Information in JPC MBD 7.1 • If the entity or any of its Directors are listed on the National Treasury register of defaulters. • In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, audited annual financial statements, B-BBEE certificates, CIDB Grading certificate and a JV / Consortium agreement. • The tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document. • The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • The tenderer has not: <ul style="list-style-type: none"> a) abused the Employer's Supply Chain Management System; or b) failed to perform on any previous contract and has been given a written notice to this effect. • The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. • The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. • The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. • Public liability insurance is to be effected by the Contractor for the sum of R10,000,000.00 with a deductible in an amount R20,000.00 each incident and each claim
Evaluation Criteria	<p>Functionality, Price and Preferential points using the 80/20 preference point system 80 for price and 20 for Specific Goals</p> $s = 80 \left(1 - \frac{Pt - Pmin}{P min} \right)$
Address	City of Joburg Property Company SOC Ltd, Forum I, 3 rd Floor, A Block (Reception Area), 33 Hoofd Street, Braampark Office Park, Braamfontein
Enquiries	tenders@jhbproperty.co.za

Please note the following conditions of submission:

- No late proposals will be considered.
- City of Joburg Property Company (SOC) Ltd reserves the right not to accept any proposals/accept part of the proposals, or to withdraw the call for proposals.

Helen Botes
Chief Executive Officer
City of Joburg Property Company SOC Ltd
Forum I, 3rd Floor, A Block (Reception Area)
33 Hoofd Street
Braampark Office Park
Braamfontein
Johannesburg

Contact Details
Supply Chain Management
Department
tenders@jhbproperty.co.za



www.jhbproperty.co.za

FORM Q: DECLARATION OF INTEREST – JPC MBD 4

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

Please note this is a requirement for all directors, trustees or shareholders whether or not they are employees of the State, to provide and fill this form in point 4 below.

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: “in the service of the state” means to be –

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

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

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

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

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

3.10.1. If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM R: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) – JPC MBD 5

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

**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.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM S: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022– MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(Delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{Or}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Goal 1: DESIGNATED GROUP	10 (points)	
Business owned by 51% or more – Black People	5	
SMMEs (An EME or QSE)	5	
GOAL 2: SPECIFIC GOALS	10 (points)	
Enterprises located in a specific province for work to be done or services to be rendered in that province, i.e. Gauteng Province.	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

FORM V: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

In the case of a joint venture, separate documents in respect of each partner must be completed and submitted.

- 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:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

Signed at _____ on this _____ day of _____ by the

Bidder (s) who has stated that:

- He/she knows and understands the contents hereof and that it is true and correct;
- He/she has no objection to taking the prescribed oath; and
- That he /she regards the prescribed oath as binding on his/her conscience
- That the provisions of the regulations contained in Government Notice R1258 of 21st July 1972 (as amended) have been complied with Bidder (s).

FORM VV: REFERENCE FORM – JPC MBD 9

NB: IN CASE THE BIDDER HAS MORE THAN ONE REFERENCE, THE BIDDER CAN HAVE MORE COPIES OF THE REFERENCE FORM.

Reference No 1

Project title:	
Bid No:	

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS: _____

Project Manager/Principal Agent: _____ Place company stamp below:

Tel: _____ E-mail Address _____

Signature: _____ Date: _____

FORM WW: CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 10

In the case of a joint venture, separate documents in respect of each partner must be completed and submitted.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

The City of Joburg Property Company (SOC) Ltd (Reg. No 2000/017147/07) ("JPC")

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (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.
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

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.

FORM X: TAX CLEARANCE REQUIREMENTS

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

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

1. In order to meet this requirement bidder are required to an "Application for a Tax Clearance Certificate" (TCC 001) and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers/ individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date approval.
3. The Tax Clearance PIN must be submitted together with the bids
Failure to submit the valid Tax Compliant Verification PIN number will result in the Invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-Tenderer(s) are involved, each party must submit a separate valid Tax Compliant Verification PIN number.
5. Copies of the TCC 001 "Application for a Tax Clearance" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Application for the Tax Clearance Certificates/PIN may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za
7. The Tax clearance pin must be valid at the time of submission of the bid.

FORM W: COMPANY REGISTRATION DOCUMENTS**The following documents must be attached hereafter as proof of registration:**

- *Natural persons, Sole proprietors and JVs – copy of ID document/passport*
- *Schools – copy of Provincial School registration certificate*
- *NGO – copy of Provincial registration certificate*
- *Society Club/ Association – copy of Constitution / founding document*
- *Partnership -copy of partnership agreement plus IDs of all partners*
- *Closed Corporation - Copy of CK1 and/or CK2 and members agreement*
- *Company – current CM29,*
- *Trust – letter of appointment from the Master of the High Court of SA and deed of trust*
- *Joint Venture or Consortium– JV/Consortium agreement plus ID documents/ company Registration document of all members of JV/Consortium*

**FORM Y: POWER OF ATTORNEY, COMPANY RESOLUTION AND AUTHORITY TO SIGN
TENDER (ATTACH DOCUMENTS HEREFTER)**

**In the case of a joint venture or consortium, separate documents in respect of each partner
must be completed and submitted.**

FORM Z: CERTIFIED AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT THEREOF, SUBSTANTIATING THE B-BBEE RATING AS PER THE CONSTRUCTION SECTOR (ATTACH DOCUMENTS HEREAFTER)

FORM AA: A LETTER CERTIFYING THAT THE TENDERER AND ITS DIRECTORS HAVE NO UNDISPUTED COMMITMENTS TO A MUNICIPALITY OR OTHER SERVICE PROVIDER (ATTACH DOCUMENTS HEREFTER)

In the case of a joint venture or consortium, separate documents in respect of each partner must be completed and submitted.

FORM BB: PROJECT ORGANOGRAM (ATTACH DOCUMENTS HEREAFTER)

FORM CC: SIGNED, DATED AND STAMPED REFERENCE LETTER AND SIGNED, DATED AND STAMPED REFERENCE FORM (ATTACH DOCUMENTS HEREAFTER). FAILURE TO COMPLY WITH THE REQUIREMENTS STATED ABOVE WILL RESULT IN THE REFERENCE LETTER NOT BEING RECOGNISED FOR EVALUATION

FORM DD: CV'S AND QUALIFICATIONS OF CONTRACTS MANAGER, HEALTH AND SAFETY OFFICER AND SITE AGENT (ATTACH DOCUMENTS HEREFTER)

FORM FF: FINANCIAL CAPACITY CONFIRMATION (ATTACH DOCUMENTS HEREAFTER)

FORM GG: CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPIA)

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 (trans border 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:
------------	-------

PART C1: AGREEMENT AND CONTRACT DATA**C1.1 Form of Offer and Acceptance****Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a Contractor for **The Refurbishments of The Walter Sisulu Square of Dedications**.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Tenderer(s) under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....Rand; R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Tenderer(s) in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

.....
(Insert name and address of organisation)

.....
Name & signature of witness

.....
Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Tenderer(s) the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this Form of Offer and Acceptance, including the Schedule of Deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

For the Employer: CITY OF JOBURG PROPERTY COMPANY SOC Ltd (JPC)
Forum I, 3rd Floor, A Block (Ground Level), Braampark, 33 Hoofd Street, Braamfontein

.....
 Name & signature of witness

.....
 Date

Schedule of Deviations

1 Subject	.....
Details	.....

2 Subject	.....
Details	.....

3 Subject	.....
Details	.....

4 Subject	.....
Details	.....

5 Subject	.....
Details	.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PART C1: AGREEMENT AND CONTRACT DATA**C1.2 Contract Data**

The Conditions of Contract are the *JBCC Series 2000 Principal Building Agreement (Edition 5.0)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Part 1: Data provided by the Employer	
Clause	Data
1.1	<p>The Employer is.</p> <p>Name: CITY OF JOBURG PROPERTY COMPANY SOC LTD</p> <p>The address of the Employer is:</p> <p>Address (physical): Forum I, 3rd Floor, A Block (Ground Level), Braampark, 33 Hoofd Street, Braamfontein, Johannesburg</p> <p>Address (postal) : P O Box 31565, Braamfontein, 2017</p> <p>Telephone : 0102199000 Facsimile: 011 219 9400</p> <p>VAT registration number: 4010194266</p>
1.2	<p>The Principal Agent is:</p> <p>INVESTLOT (PTY) LTD</p> <p>Maddison Avenue | Aspen Hills Ext 13</p> <p>Aspen Business Park | Alberton</p> <p>Arizona House | North-Wing | Ground Floor</p> <p>Tel: (+27) 83 423 5138 / (+27) 79 137 8088</p> <p>Email: investlotinsure@gmail.com</p>
1.3	<p>The Agent (1) is</p> <p>Name : N/A</p> <p>Address (postal):</p> <p>Telephone :</p> <p>e-mail :</p>
1.4	<p>The Agent (2) is:</p> <p>Name : N/A</p> <p>Address (postal):</p> <p>Telephone :</p> <p>e-mail :</p>

1.5	<p>Description of the Works</p> <p>1.1.1 Employer’s Objectives and Overview of the works</p> <p>This tender is for the refurbishment of The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Kliptown - SOWETO.</p> <p>This work will be completed in one phase and comprises briefly of the following:</p> <ul style="list-style-type: none">• Supply and installations of concrete palisades (2000mm x 3000mm x 94mm typical). Planted 600mm into the ground.• Supply and installations of anti-climb concrete wall. <table><tr><th>Height</th><th>Base Width</th><th>Mass</th></tr><tr><td>2760</td><td>1200</td><td>Plus minus 1435</td></tr><tr><td>3260</td><td>970</td><td>Plus Minus 1735</td></tr><tr><td>3760</td><td>1200</td><td>2000</td></tr><tr><td>4260</td><td>1400</td><td>2300</td></tr><tr><td>4760</td><td>1650</td><td>2660</td></tr></table> <ul style="list-style-type: none">• Supply and installations of concrete poles to support concrete precast walling.• Supply and installations of concrete pipe culverts.• Supply and install Stormwater catch pits.• Supply and install kerb inlets.• Building manholes.• Supply and install grating.• Repair grate edge beam.• Plumbing and Drainage (Stormwater)• Excavations.• Clearing and Carting away debris/unusable material.	Height	Base Width	Mass	2760	1200	Plus minus 1435	3260	970	Plus Minus 1735	3760	1200	2000	4260	1400	2300	4760	1650	2660
Height	Base Width	Mass																	
2760	1200	Plus minus 1435																	
3260	970	Plus Minus 1735																	
3760	1200	2000																	
4260	1400	2300																	
4760	1650	2660																	
1.6	The site is situated at The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Kliptown - SOWETO																		
1.7	The bills of quantities have been drawn up in accordance with the measurement system stated in Part C2: Pricing Data.																		
1.8	The contract documents are listed in Form of Offer and Acceptance																		
1.9	The drawings upon which the accepted tender is based are listed in Part C3: Scope of Work.																		
1.10	The contract sum is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance.																		
1.11	The governing law is the law of South Africa.																		
1.12	Waiver of the Tenderer(s)’s lien or right on continuing possession is required.																		

1.13	The original signed set of contract documents is to be held by the employer .
1.14	All relevant drawings, unpriced bills of quantities and contract documents are to be supplied to the Tenderer(s) free of charge.
1.15	Contract works insurance is to be effected by the Contractor for the sum of not less than the contract sum plus 20% with a deductible in an amount of R20,000.00 each and every claim
1.16	Supplementary insurance – Not Applicable
1.17	Public liability insurance is to be effected by the Contractor for the sum of R10,000,000.00 with a deductible in an amount R20,000.00 each incident and each claim
1.18	Special insurance is to be effected by the _____ for:
1.19	Type of special insurance For the sum of With a deductible of
1.20	The Tenderer(s) is to submit the following documents to the principal agent : Health and Safety Plan Initial Programme
1.21	Site Handover is to be given on: .
1.22	The period for the commencement of the works after Site Handover is: Within 5 calendar days.
1.23	Completion of the works in sections is required: No

1.24	<p>The following restrictions apply to the site:</p> <p>The works will occur within an existing, fully functional precinct comprising multiple buildings that are occupied and in use for the duration of the construction process.</p> <p><u>Noise Control</u></p> <p>The tenderer shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities should only be carried out during day light hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.</p> <p>Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.</p> <p><u>Dust Control</u></p> <p>Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.</p> <p><u>Working Hours</u></p> <p>The Tenderer is not limited to specific working hours and the Client will allow the Contractor to access the site after hours should the need arise.</p> <p>Delays encountered by the successful contractor due to the abovementioned operating activities shall not be entertained under any circumstances.</p> <p>The above is a specific condition of the tender & should be planned as such in the construction programme and methodology.</p>												
1.25	<p>The provision of the following temporary services are required on the basis as indicated in the nominated option:</p>												
	<table> <tr> <th data-bbox="336 1462 831 1518">Service</th><th data-bbox="831 1462 1433 1518"></th></tr> <tr> <td data-bbox="336 1518 831 1608">Water</td><td data-bbox="831 1518 1433 1608">A</td></tr> <tr> <td data-bbox="336 1608 831 1697">Electricity</td><td data-bbox="831 1608 1433 1697">A</td></tr> <tr> <td data-bbox="336 1697 831 1787">Telecom</td><td data-bbox="831 1697 1433 1787">A</td></tr> <tr> <td data-bbox="336 1787 831 1877">Ablutions</td><td data-bbox="831 1787 1433 1877">A</td></tr> <tr> <td colspan="2" data-bbox="336 1877 1433 1968"> <p>Note: Option A = Tenderer(s) at his cost; Option B = Employer free of charge; Option C = Employer metered (Tenderer(s) cost)</p> </td></tr> </table>	Service		Water	A	Electricity	A	Telecom	A	Ablutions	A	<p>Note: Option A = Tenderer(s) at his cost; Option B = Employer free of charge; Option C = Employer metered (Tenderer(s) cost)</p>	
Service													
Water	A												
Electricity	A												
Telecom	A												
Ablutions	A												
<p>Note: Option A = Tenderer(s) at his cost; Option B = Employer free of charge; Option C = Employer metered (Tenderer(s) cost)</p>													

1.26	<p>For the works as a whole: The date for practical completion is: 4 calendar months from date of site handover, i.e. .</p> <p>The penalty per calendar day is: R1875.00</p>
1.27	The interim payment certificate is to be issued by the 15 th day of the month
1.28	The dissatisfied party is to refer the dispute to Arbitration
1.29	The arbitration rules as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Associations of Arbitrators (Southern Africa)
1.30	<p>The variations to the General Conditions of Contract are:</p> <p>Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:</p> <p>AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p>CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.</p>
1.31	<p>Replace clause 3.2 with the following:</p> <p>3.2 The Tenderer(s) shall provide:</p> <p>3.2.1 A construction guarantee where so required in the contract data.</p>
1.32	Replace the word " priced document " in 19.1 and 19.2 with " agreement "
1.32	<p>Replace 40.2 with the following:</p> <p>40.2 Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be referred by the party which gave such notice to adjudication, where the adjudication will be conducted in terms of the edition of the JBCC Rules for Adjudication current at the time when the dispute was declared.</p> <p>Replace "arbitration" at the end of 40.3.4 with "either arbitration where the arbitrator is to be appointed by the body whose rules shall apply or court proceedings as stated in the contract data</p>

C.1.2 Contract Data

Part 2: Data provided by the Tenderer(s)

The Tenderer(s) is advised to read the *JBCC Series 2000 Principal Building Agreement (Edition 5.0)* and section 3.0 *Payment and adjustment of preliminaries* contained in the associated *Contract Data CE*, published by the Joint Building Contracts Committee, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684)

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data with reference to the JBCC Series 2000 Principal Building Agreement	
1.1	The Tenderer(s) is.	
1.2	Name :	
	The address of the Tenderer(s) is:	
	Address (physical) :	
	
	Address (postal) :	
	
	Telephone : Facsimile:	
	e-mail :	
14.3	The security provisions selected are:	<i>(delete that which does not apply)</i>
14.4	Variable construction guarantee	yes / no
14.5	Fixed Construction Guarantee	yes / no
	Advanced Payment is required	Not offered
Clause	Data with reference to Clause 3.0 Payment and Adjustment of Preliminaries of the JBCC Series 2000 Principal Building Agreement Contract Data – Tenderer(s) to Employer	
3.1.1 and 3.1.2 (see 32.12 of PBA)	Payment of preliminaries: Option <i>(insert A or B)</i>	

3.2.6 (see 32.12 of PBA)	Adjustment of preliminaries: Option (<i>insert A or B</i>)
--------------------------------	--

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

PART C1: AGREEMENT AND CONTRACT DATA

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means			
Physical address			
Guarantor's signatory 1		Capacity	
Guarantor's signatory 2		Capacity	
Employer means			
Tenderer(s) means			
Principal Agent means			
Works means			
Site means			
Agreement means	The JBCC Series 2000 Principal Building Agreement		
Contract Sum means	The accepted amount inclusive of tax of <input type="text"/>		
Amount in words			
Guaranteed Sum means	The maximum aggregate amount of <input type="text"/>		
Amount in words			
Construction Guarantee	(Insert Variable or Fixed) <input type="text"/>	(Insert expiry date)	<input type="text"/>

AGREEMENT DETAILS

Sections: Total sections (No or n/a) Last section (No / Identification or n/a)

Principal Agent issues: Interim payment certificates, Final payment certificate, Practical completion certificate/s and Final completion certificate/s

1.0 VARIABLE CONSTRUCTION GUARANTEE

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected this 1.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
1.1.1 Maximum Guaranteed Sum (not exceeding 10% of the contract sum) in the amount of: <input type="text"/> Amount in words: _____	From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

- 1.1.2

Reducing to the Guaranteed Sum (not exceeding 5% of the contract sum) in the amount of:

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections
- Amounts in words:
- 1.1.3

Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections
- Amounts in words:
- 1.1.4

Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Tenderer(s), whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified
- Amounts in words:
- 1.2
- For avoidance of doubt the Guarantor’s liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question
- 2.0
- FIXED CONSTRUCTION GUARANTEE
- 2.1
- Where a fixed Construction Guarantee in terms of the Agreement has been selected this 2.0 with 3.0 to 13.0 shall apply. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum as follows:
- GUARANTOR’S LIABILITY

Maximum Guaranteed Sum (not exceeding 7,5% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire

Amounts in words:

3.0

The Guarantor hereby acknowledges that:

3.1

Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship
- 83

- 3.2 Its obligation under this Guarantee is restricted to the payment of money
- 4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Tenderer(s) stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Tenderer(s) stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor
- 4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:
- 5.1 The Agreement has been cancelled due to the Tenderer(s)'s default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Tenderer(s) and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order
- 6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Tenderer(s) in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to the prejudicial to the Guarantor
- 10.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith

- 11.0

This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired
- 12.0

This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 13.0

Where this Construction Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court

Signed at _____

Date _____

Guarantor’s
Signatory 1 _____

Guarantor’s
Signatory 2 _____

Witness _____

Witness _____

Guarantor’s seal or stamp

PART C1: AGREEMENT AND CONTRACT DATA

C1.4 Occupational Health and Safety Agreement

THIS AGREEMENT between City of Joburg Property Company (JPC) (hereinafter called “the Employer”) on the one part, herein represented by:in his capacity as.....and.....
.....
(hereinafter called “the Tenderer(s)”) of the other part herein represented by.....in his capacity as.....

WHEREAS the Employer is desirous that certain works be constructed, being contract (No. and title to be inserted) and has accepted a tender by the Tenderer(s) for the construction, completion and maintenance of such works and whereas the Employer and the Tenderer(s) have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Tenderer(s) with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Tenderer(s) shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good for the duration of construction, commencing from the handover of the site up to the end of the defects liability period.
3. Should the contract be terminated for any reason, this agreement shall lapse upon the date of termination.
4. The Tenderer(s) declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “the Act”, together with its amendments thereto.
 - (b) All the requirements of the Construction Regulations hereinafter referred to as the “Regulations”, together with any amendments thereto.
 - (c) The Health and Safety Specification of the Employer as pertaining to the Tenderer(s) and to all his Sub-Tenderer(s)s.
5. In addition to the requirements of the contract, the Tenderer(s) agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the Act and the Regulations.
6. The Tenderer(s) is responsible for the compliance with the Act and the Regulations by all his sub-Tenderer(s), whether or not selected or nominated and/or approved by the Employer.
7. The Tenderer(s) warrants that all his and his Sub-Tenderer(s)s’ workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

8. The Tenderer(s) undertakes to ensure that he and/or his Sub-Tenderer(s) and/or their respective employees will at all times comply with the following conditions:
- (a) The Tenderer(s) undertakes to comply with all provisions of the Act and its Regulations.
 - (b) The Tenderer(s) will be obliged to report to the Employer on a regular basis regarding compliance by the Tenderer(s) with the Act and its Regulations.
 - (c) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Tenderer(s) to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (d) The Employer hereby records an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Tenderer(s) and/or his employees and/or his Sub-Tenderer(s)s.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

for and on behalf of the Tenderer(s) who warrants to be duly authorised to do so

Name: _____

Designation: _____

As witnesses:

1. _____

for and on behalf of the Employer who warrants to be duly authorised to do so

Name: _____

Designation: _____

As witnesses:

1. _____

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PART C1: AGREEMENT AND CONTRACT DATA

C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between the City of Joburg Property Company(JPC) represented by the _____(hereinafter called the EMPLOYER of the one part, herein represented by:

.....
in his capacity as:

AND:
(hereinafter called the TENDERER(S)) of the other part, herein represented by

.....
in his capacity as:
duly authorised to sign on behalf of the Tenderer(s).

WHEREAS the TENDERER(S) is the Mandatory of the EMPLOYER in consequence of an agreement between the TENDERER(S) and the EMPLOYER in respect of

CONTRACT No:

AND WHEREAS the EMPLOYER and the TENDERER(S) have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The TENDERER(S) undertakes to acquaint the appropriate officials and employees of the TENDERER(S) with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The TENDERER(S) undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the TENDERER(S), his officials and employees. The TENDERER(S) shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The TENDERER(S) hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the TENDERER(S) expressly absolves the EMPLOYER and the Employer’s CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The TENDERER(S) 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 TENDERER(S) has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the TENDERER(S), or to take such steps it may deem necessary to remedy the default of the TENDERER(S) at the cost of the TENDERER(S).

5. The TENDERER(S) shall be obliged to report forthwith to the EMPLOYER any investigation, 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 investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **TENDERER(S)**
on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESS:

Thus signed at for and on behalf of the **EMPLOYER** on this
the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESS:

PART C1: AGREEMENT AND CONTRACT DATA**C1.6 JPC STANDARD CONDITIONS OF APPOINTMENT***

1. **Appointment in Force and Authorised Signatories:** This appointment is considered to have come into force immediately after all the necessary signatures have been appended.
2. **Independent Tenderer(s):** The Tenderer(s) is appointed as an independent Tenderer(s) and no contract of agency and/or employment is created. Save as may be expressly authorised by JPC from time to time in writing, the consultant shall not hold itself out to be the agent of JPC and/or commit JPC to any contract or obligation of whatever nature.
3. **Alterations:** Should circumstances arise which call for modifications of the appointment, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.
4. **Assignment:** The Tenderer(s) shall not without the prior written consent of JPC, cede or assign any of the benefits and obligations under this appointment.
5. **Sub-Contracts:** Any sub-contracts or modifications or termination thereof relating to the performance of the services by the Tenderer(s) shall be made only with the prior written consent of JPC.
6. **Compliance with Laws, By-laws and Ordinance:** The consultant shall comply strictly with every applicable law, by-law and ordinance including every regulation, code of conduct or other directive to which the Tenderer(s) may be subject in its professional capacity. In this regard, the Tenderer(s)'s particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations as well as to the Financial Intelligence Centre Act (FICA).
7. **Insurance:** The consultant shall at its own cost and expense maintain professional indemnity insurance and public liability insurance with an insurer approved of by JPC in an amount and for duration as specified in the letter of appointment to which these general conditions of appointment relate.
8. **Postponement and Termination:** Additional to the reasons for termination provided for in the JBCC Principal Builders Agreement, JPC may give written notice to the Tenderer(s) at any time of its intention to abandon the services, in whole or in part, or to terminate this appointment. The effective termination date of this appointment shall not be less than fourteen (14) days after receipt of such notice, or such other shorter or longer periods as may be agreed between the parties. Upon receipt of such notice, the Tenderer(s) shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum. Upon termination of the appointment the consultant shall deliver to JPC the originals of all documents in the possession of the consultant relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.
9. **Force Majeure:** The Tenderer(s) shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Tenderer(s) to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.
10. **Claims for Default:** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Tenderer(s), or failing agreement, shall be referred to arbitration in accordance with clause 20.

11. **Rights and Liabilities of Parties:** Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.
12. **Confidentiality:** The Tenderer(s) shall maintain all information relating to the appointment in the strictest confidence.
13. **Indemnity:** The Tenderer(s) indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the consultant to comply with its obligation in terms hereof.
14. **Skill, Care and Diligence:** The Tenderer(s) shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the consultant to JPC is approved by JPC such approval shall not limit the professional liability of the consultant in respect thereof. The Tenderer(s) shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
15. **Faithful Advisor:** The Tenderer(s) shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
16. **Indirect Payments:** The remuneration of the Tenderer(s) charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.
17. **Royalties:** The Tenderer(s) shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.
18. **Ownership of Equipment, Materials, Supplies and Facilities:** Equipment, materials, supplies and facilities furnished to the Tenderer(s) by JPC or purchased by the Tenderer(s) with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Tenderer(s) shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by JPC.
19. **Copyright:** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the Tenderer(s) in the course and scope of its appointment shall be and remain vested in JPC for which purpose the consultant cedes to JPC all such copyright.
20. **Dispute Resolution:**
 - a. Any dispute arising between the Parties in respect of this appointment shall in the first instance be referred in writing to the senior executives of the Parties by either Party for resolution. The senior executives of the Parties shall meet within five (5) business days after receiving the aforesaid written referral and shall use their best endeavours to resolve the dispute within the time foregoing.
 - b. If the senior executives fails to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in paragraph (a) above, then either Party shall be entitled to immediately institute legal proceedings from a competent court.

- c. Notwithstanding anything to the contrary contained in this paragraph 20, any party shall be entitled to approach a competent court for an appropriate relief.

* In the event that the JPC Standard Conditions of Appointment conflicts with the JBCC Principal Builders Agreement, the JPC Standard Conditions of Appointment will prevail.

PART C2: PRICING DATA –**C2.1 Pricing Instructions**

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 5.0, July 2007. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, Bylaws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Tenderer(s)’s risk.

10. The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the Tenderer(s) is not entitled to in terms of the contract, namely Time Related (T).
13. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.
14. The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

PART C2: PRICING DATA

C2.2 Provisional Bill of Quantities

PART C3: SCOPE OF WORK

1.1 Description of the Works

- 1.1.1 Employer's objectives and Overview of the works
- 1.1.2 Location of the works
- 1.1.3 Temporary works

1.2 Engineering

- 1.2.1 Design services and activity matrix
- 1.2.2 Employer's design
- 1.2.3 Drawings

1.3 Procurement

- 1.3.1 Requirements
- 1.3.2 Subcontracting

1.4 Construction

- 1.4.1 Works specifications
- 1.4.2 Plant and Materials
- 1.4.3 Construction Equipment
- 1.4.4 Site establishment
- 1.4.5 Site usage
- 1.4.6 Permits and way leaves
- 1.4.7 Alterations, additions, extensions and modifications to existing works
- 1.4.8 Inspection of adjoining properties
- 1.4.9 Water for construction purposes

1.5 Management

- 1.5.1 Management of the works
 - Managements of Accounts/Spending
 - Reporting
 - Quality Control Measures
 - Work Progress
- 1.5.2 Enhancing Occupational Health and Safety Standards.
 - 1.5.2.1 Specification for Occupation Health and Safety in Construction Works Contracts.

1.6 Handling of the Final Accounts

- Signing Off Project
- Close-Out Report
- Project Hand Over.

PART C3: SCOPE OF WORK (Ref. attached BOQ with descriptions and specifications)

1.1 Description of the Works

1.1.1 Employer's Objectives and Overview of the works

This tender is for the refurbishment of **The Walter Sisulu Square of Dedications, Cnr Klipspruit Valley Road and Union Road, Klijptown - SOWETO.**

This **work** will be completed in one phase and comprises briefly of the following:

- Supply and installations of concrete palisades (2000mm x 3000mm x 94mm typical). Planted 600mm into the ground.
- Steel Pedestrian and Vehicle Gates
- Boom Gate
- Supply and installations of anti-climb concrete wall – See Bill of Quantities for Size of wall.

Height	Base Width	Mass
2760	1200	Plus minus 1435
3260	970	Plus Minus 1735
3760	1200	2000
4260	1400	2300
4760	1650	2660

- Supply and installations of concrete poles to support concrete precast walling.
- Supply and installations of concrete pipe culverts.
- Supply and install Stormwater catch pits.
- Supply and install kerb inlets.
- Building manholes.
- Supply and install grating.
- Repair grate edge beam.
- Plumbing and Drainage (Stormwater)
- Excavations.
- Clearing and Carting away debris/unusable material.

The tenderer should note however that the project is on a live site and that the temporary relocation / multiple relocations of staff needs to be accommodated within the programme.

Must it not rather be this:

The tenderer should note however that the project is on a live site, with visitors visiting the site and that needs to be accommodated within the programme.

The project is intended to start on:
2023 & is to be completed within 8 calendar months.

1.1.2 Location of the Works

The Walter Sisulu Square of Dedications, Cnr. Klipspruit Valley Road and Union Road, Klijptown - SOWETO

1.1.3 Temporary Works

The Tenderer(s) is to design, supply, construct, demolish and spoil at his own cost any temporary works required in order to carry out the construction works as required.

1.2 Engineering

1.2.1 Design Services & Activity Matrix

The following parties are responsible for the various design stages of the project.

DESCRIPTION	RESPONSIBLE
Concept, feasibility and overall process	Employers Agents / Professional Team
Basic Principal Agent(ing) and Preliminary Design	Employers Agents / Professional Team
Final design to approval for construction stage	Employers Agents / Professional Team
Temporary Works	Tenderer(s)
Preparation of as built drawings	Employers Agents / Professional Team

1.2.2 Employers Design

All permanent works required for construction shall be designed by the employer and his appointed agents / professional team.

1.2.3 Drawings

The drawings contained on the CD issued with this document are as per the drawing register appearing in this document. The drawings included with the tender document are for information and tender purposes only. Detailed construction drawings will be issued to the Tenderer(s) at site handover and revisions thereto during the construction stage of the project.

The following drawings are applicable to the contract:

Architectural	Drawing No	Drawing name
N/A	N/A	N/A
Structural	Drawing No	Drawing name
N/A	N/A	N/A

Civil	Drawing No	Drawing name
N/A	TVAP0012/F/U001 TVAP0012/SW/U001	WALL AND FENCING LAYOUT STORMWATER LAYOUT

1.3 Construction

1.3.1 Works specifications

The overall construction area is approximately 4656,86 m² and comprises briefly of the following:

The scope of works for the refurbishment works required in order for **The Walter Sisulu Square of Dedications** to reach the required Occupational Health and Safety Standards including operational usage by the community is as follows:

- 1) Alterations & Demolition works including all rubble removal to an authorized designated dumpsite.
- 2) Construction of Boundary wall.
- 3) Installation of New Security Boom Gate system.
- 4) Plumbing & Drainage.
- 5) Construction of Stormwater Management System.
- 6) External Earthworks & Installation of Paving.
- 7) Metal and Aluminum Works.
- 8) Painting
- 9) Installation of Ironmongery & Accessories.
- 10) Installation of steel frame & bracing.
- 11) General Cleaning

1.4.2 Plant and Materials

The contractor shall ensure that adequate plant and materials are procured and available as required in order to complete the works as specified in line with the contract programme. The Tenderer(s) shall supply a report to the Principal Agent on a fortnightly basis as to the plant and materials on site (or on order), and their utilization in relation to the construction programme.

1.4.3 Construction Equipment

The contractor shall ensure that adequate construction equipment is available as required in order to complete the works as specified in line with the contract programme. The Tenderer(s) shall supply a report to the Principal Agent on a fortnightly basis as to the construction equipment on site and their utilization in relation to the construction programme.

1.4.4 Site Establishment

Services and Facilities Provided by The Employer: Nil

Facilities Provided by the Tenderer(s): The Tenderer(s) is to provide facilities, necessary to complete the project as specified.

Storage and Laboratory Facilities: The Tenderer(s) is to provide facilities, necessary to complete the project as specified.

Other Facilities and Services: The Tenderer(s) is to provide facilities, necessary to complete the project as specified.

Vehicles and Equipment: The Tenderer(s) is to provide vehicles and equipment necessary to complete the project as specified.

Advertising Rights: The Tenderer(s) may not place any advertising boards or the like on the site or in any public area without the express written permission of the employer.

Notice Boards: The Tenderer(s) must place a contract notice board outside his site camp as specified by the employer.

The Tenderer(s) must provide meeting facilities for the Employer and the Employers representatives, to conduct site meetings.

1.4.5 Site Usage

The contractor will have unlimited access to the site, however all construction activities are to comply with the City of Johannesburg's by laws. The accommodation of vehicular and pedestrian traffic on the site is to be maintained at all times.

The Tenderer(s) is to allow for the accommodation and diversion of pedestrian traffic in his preliminaries & general items all in accordance with the South African Road Traffic Signs Manual, The Occupational Health & Safety Act & The Construction Regulations as amended, including on-going liaison with the traffic authorities and management of traffic, alterations to kerbing and landscaping, barricading road entrances, temporary signage, dust screens, painting of lines, etc. The traffic accommodation proposal shall be approved by the Principal Agent prior to the execution of the works.

1.4.6 Permits and wayleaves

Wayleaves shall be supplied by the Tenderer(s). The Tenderer(s) are to comply with the terms and conditions of the wayleaves as supplied by the various service provider departments.

1.4.7 Alterations, additions, extensions and modifications to existing works

The works at tender stage are not finalised and are subject to change in their entirety.

1.4.8 Inspection of Adjoining Properties

Tenderer(s) are to ensure that adequate inspections of adjoining properties are carried out (and records are kept thereof) to ensure that any claims received from adjoining properties due to damage can be dealt with decisively. The settlement of any claims in this regard shall be for the contractors account and the tenderer(s) is/are to ensure that he has the necessary 3rd party insurances in place as specified in this document.

1.4.9 Water for Construction Purposes

The contractor is to make his own arrangements for the supply of water for construction purposes and his own domestic usage.

1.5 Management

1.5.1 Management of the Works

The Tenderer(s) is to provide suitably qualified and experienced personnel to manage the works. The Tenderer(s) will be expected to provide CV's of his proposed site management personnel for the Principal Agents review and approval.

Should the Principal Agent believe that the proposed site personnel not be sufficiently qualified and/or experienced to do the works, be this at CV review, or later into the contract, then the Tenderer(s) will be expected to replace this person/s, or provide additional persons to manage the works, and that this will be done at the Tenderer(s) own expense.

Should the Tenderer(s) fail to follow this instruction, then the Principal Agent will be entitled to place the Tenderer(s) on notice to rectify the situation in terms of the contract.

1.5.2.1 Specification for Occupational Health and Safety in Construction Works Contracts

1 Scope

This health and safety specification establishes the overarching framework within which a Tenderer(s) is required to satisfy general requirements for occupation health and safety in an engineering and construction works contract.

- Note:** 1) This specification establishes general requirements to enable the employer and the Tenderer(s) to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.
- 2) The Construction Regulations, 2003, require an employer to stop any Tenderer(s) from executing construction work which is not in accordance with the Tenderer(s) health and safety plan for the site or which poses a threat to the health and safety of persons.

2 Definitions

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

competent person: any person having the knowledge, training and experience specific to the work or task being performed

ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance

hazard: a source of or exposure to danger

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which-

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where-
 - i) a dangerous substance was spilled;
 - ii) the uncontrolled release of any substance under pressure took place;
 - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control.

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

health and safety specification: a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

inspector: a person designated as such under section 28 of the Act

major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

reasonably practicable: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from;

risk: the probability that injury or damage will occur

safe: free from any hazard

scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

specification data: data, provisions and variations that make this specification applicable to a particular contract

structure:

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

3 Interpretation

- 3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- 3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

- 4.1.1 The Tenderer(s) shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.

- 4.1.2 The Tenderer(s) shall with respect to the site and the engineering and construction works that are contemplated:
- a) identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
 - b) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- 4.1.3 The Tenderer(s) shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with the respect to those hazards.
- 4.1.4 The Tenderer(s) shall ensure that all employees under his or her control are:
- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
 - b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
- 4.1.5 The Tenderer(s) shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- 4.1.6 The Tenderer(s) shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
 - b) is provided with the necessary personal protective equipment.
- 4.1.7 The Tenderer(s) shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.
- 4.1.8 The Tenderer(s) shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

4.2 Health and safety representatives

- 4.2.1 The Tenderer(s) shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site; to:
- a) review the effectiveness of health and safety measures;
 - b) identify potential hazards and potential major incidents;

- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the Tenderer(s) relating to that employee's health or safety on the site;
- e) make representations to the Tenderer(s) on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the site with a view to the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- i) participate in any internal health or safety audit.

4.2.2 The Tenderer(s) shall inform the relevant safety representative:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

4.2.3 The Tenderer(s) shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:

- a) make recommendations to the employer regarding any matter affecting the health or safety of persons on the site; and
- b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.4 The Tenderer(s) shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

4.3 Appointment of construction supervisor and safety officers

4.3.1 The Tenderer(s) shall appoint a full-time competent employee designated in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

4.3.2 A Tenderer(s) may having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the Tenderer(s)'s opinion the necessary competencies and resources, to assist the Tenderer(s) in the control of all safety related aspects on the site.

4.3.3 The Tenderer(s) shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

4.3.4 The Tenderer(s) shall ensure that the following activities, as relevant, are carried out under the supervision of a competent person and that such persons are appointed in writing:

- a) all formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) operation of batch plants; and
- g) the stacking and storage of articles on the site.

4.4 Risk assessment

4.4.1 The Tenderer(s) performing work falling within the contract shall, before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards;
- c) document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps you focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.

Identify who may be harmed and how by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.

Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work

to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc.); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).

Record the findings by writing down the findings of the risk assessment.

4.4.2 The Tenderer(s) shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

4.4.3 The Tenderer(s) shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

4.4.4 Notwithstanding the provisions of the fall protection plan, the Tenderer(s) shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
 - i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - ii) securely attached to a structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.4.5 Where roof work is being performed on a construction site, the Tenderer(s) shall ensure that it is indicated in the fall protection plan that:

the roof work has been properly planned;

the roof erectors are competent to carry out the work;

no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.4.6 The Tenderer(s) shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) specification data prepared by the designer of the structure is taken into account in the risk assessment;

Note: The specification data provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

4.5 Health and safety plans

- 4.5.1 The Tenderer(s) shall prior to commencing the works to which this specification applies, submit to the employer for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1); and

Table 1: Example of the format of a health and safety plan

What are the hazards?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

- b) an outline of the manner in which the Tenderer(s) intends complying with the requirements of this specification.

- 4.5.3 The Tenderer(s) shall discuss the submitted health and safety plan with the employer's representative, modify such plan in the light of the discussions and resubmit the modified plan for approval.

- 4.5.4 The Tenderer(s) shall apply the approved health and safety plan from the date of commencement of and for the duration of the works to which this specification applies.
- 4.5.5 The Tenderer(s) shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer, but at least once every month.
- 4.5.5 The Tenderer(s) shall update the health and safety plan whenever changes to the works are brought about.
- 4.6 Sub-Tenderer(s)
 - 4.6.1 The Tenderer(s) may only subcontract work in terms of a written subcontract and shall only appoint a Sub-Tenderer(s) should he be reasonably satisfied that such a Sub-Tenderer(s) has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the Sub-Tenderer(s) shall:
 - a) shall co-operate with the Tenderer(s) as far as is necessary to enable both the Tenderer(s) and Sub-Tenderer(s) to comply with the provisions of the Act; and
 - b) as far as is reasonably practicable, promptly provide the Tenderer(s) with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
 - 4.6.2 The Tenderer(s) shall provide any Sub-Tenderer(s) who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.
 - 4.6.3 The Tenderer(s) shall take reasonable steps as are necessary to ensure:
 - a) co-operation between all Sub-Tenderer(s) to enable each of those Sub-Tenderer(s) to comply with the requirements of the Act and associated regulations; and
 - b) that each sub-Tenderer(s)'s health and safety plan is implemented.
 - 4.6.4 The Tenderer(s) shall conduct periodic audits for compliance with the approved health and safety plan of each and every Sub-Tenderer(s) working on the site at intervals agreed upon with such Tenderer(s), but at least once per month.
 - 4.6.5 The Tenderer(s) shall stop any Tenderer(s) from executing construction work which is not in accordance with the Tenderer(s)'s or Sub-Tenderer(s)'s health and safety plan for the site or which poses a threat to the health and safety of persons.
 - 4.6.6 The Tenderer(s) shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the Sub-Tenderer(s) to execute the work safely.
 - 4.6.7 The Tenderer(s) shall ensure that:
 - a) every Sub-Tenderer(s) is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

- b) potential sub-Tenderer(s) submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- c) every Sub-Tenderer(s) has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

4.6.8 The Tenderer(s) shall receive, discuss and approve health and safety plans submitted by Sub-Tenderer(s).

4.6.9 The Tenderer(s) shall ensure that all Sub-Tenderer(s)s are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.6.10 The Tenderer(s) shall reasonably satisfy himself that all employees of Sub-Tenderer(s) are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Tenderer(s) shall satisfy himself and ensure that all Sub-Tenderer(s) employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

4.7 Reporting of incidents

The Tenderer(s) shall notify the employer's representative of any incident as soon as possible after it has occurred and report such incidence to an inspector.

4.8 Administration

4.8.1 Notification of intention to commence construction work

The Tenderer(s) shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

involves the demolition of a structure exceeding a height of 3m;

involves the use of explosives to perform construction work;

involves the dismantling of fixed plant at a height greater than 3m;

exceeds 30 days or will involve more than 300 person days of construction work; and includes:

- i) excavation work deeper than 1m; or
- ii) working at a height greater than 3 m above ground or a landing.

4.8.2 Health and safety file

- 4.8.2.1 The Tenderer(s) shall maintain on site a health and safety file on site which contains copies of the following, as relevant:
- a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
 - b) the letters of appointment of health and safety representatives;
 - c) the minutes of all health and safety meetings;
 - d) a comprehensive and updated list of all the Sub-Tenderer(s) (nominated, selected or domestic) employed on site by the Tenderer(s), indicating the type of work being performed by such sub-Tenderer(s);
 - e) a copy of each and every subcontract agreement;.
 - f) the Tenderer(s)'s health and safety plan;
 - g) the health and safety plans of all the Tenderer(s)'s Sub-Tenderer(s) who are required to provide such plans;
 - h) the recommendations made to the Tenderer(s) by the health and safety committee referred to in 4.2.3
 - i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and
 - j) the findings of all audit reports made regarding the implementation of the Tenderer(s)'s or a Sub-Tenderer(s)'s health and safety plan;
 - k) proof that the Tenderer(s) and every Sub-Tenderer(s) is registered and in good standing with the compensation fund or with a licensed compensation insurer;
 - l) the inputs of the safety officer, if any, into the health and safety plan;
 - m) a copy of risk assessments made by competent persons;
 - n) details of induction training conducted whenever it is conducted;
 - o) proof of all Sub-Tenderer(s)'s induction training whenever it is conducted;
 - p) letters of appointments for competent persons to supervise prescribed activities;
 - q) proof of the following where suspended platforms are used:
 - i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - ii) proof of competency of erectors;

- iii) proof of compliance of operational design calculations with requirements of the system design certificate;
- iv) proof of performance test results;
- v) sketches indicating the completed system with the operational loading capacity of the platform;
- vi) procedures for and records of inspections having been carried out;
- vii) procedures for and records of maintenance work having been carried out;
- viii) proof that the prescribed documentation has been forwarded to the provincial director;
- r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- s) the names of the first aiders on site and copies of the first aid certificates of competency.

4.8.2.2 The health and safety file shall be made available for inspection by any inspector, Sub-Tenderer(s), employer's representative, employer's agent, health and safety representative or employee of the Tenderer(s) upon the request of such persons.

4.8.2.3 The Tenderer(s) shall hand over the health and safety file to the employer upon completion of the contract together with a record of all drawings, designs, materials used and other similar information concerning the completed structure.

4.9 First aid, emergency equipment and procedures

The Tenderer(s) shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Tenderer(s) shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

PART C4: SITE INFORMATION

Site Information

Walter Sisulu Square, formally known as the Walter Sisulu Square of Dedication, is located in the heart of Kliptown in Soweto, South Africa. The Site is located at Corner Klipspruit Valley Road and Union Avenue in Kliptown, Soweto within the City of Johannesburg Municipality in the Gauteng Province of South Africa. The Coordinates where the Walter Sisulu Square of Dedication is located: 26°16'40.552"S and 27°53'22.088"E, alternatively -26.27706 Latitude and 27.89084 Longitude

This location was the site where, on 26 June 1955, the Congress of the People, met to draw up the Freedom Charter, an alternative vision to the repressive policies of the apartheid state. The document emphasised a non-racial society, liberty and individual rights. The Freedom Charter remains the cornerstone of African National Congress policy to this day and is seen by many as the foundation of South Africa's 1996 constitution.

The square has now been declared as a national heritage site. In June 2005, former President Thabo Mbeki lit a flame of freedom in Kliptown to mark the 50th anniversary of the Freedom Charter.

The square's features include an open-air museum that explains how the Freedom Charter was written as a collaborative effort by thousands of South Africans of all races. The conical brick tower at the centre of the square is a monument to the document itself and contains the full principles of the Charter engraved in bronze.

Annexure A

Environmental Management Plan