



A world-class African city



Joburg|Market

Joburg Market (SOC) Ltd

4 Fortune Road
City Deep
Johannesburg
2049

PO Box 86007
City Deep, Johannesburg
South Africa
2049
Tel +27(0) 11 992 8000
Fax +27(0) 11 613 7381
E-mail: info@joburgmarket.co.za

www.joburgmarket.co.za
www.joburg.org.za

TENDER NO: INFRA-OP-010-2022/2023:

TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH A CIDB GRADING OF 3EP OR HIGHER TO SERVICE JOBURG MARKET TRANSFORMERS AND HIGH TENSION SWITCHES

| | |
|---|--|
| Name of Tendering Entity | |
| Physical Address of Tendering Entity | |
| Postal Address of Tendering Entity | |
| Contact Details of Tendering Entity | <p>Tel:</p> <p>Fax:</p> <p>Cell:</p> <p>Email:</p> |
| Tender Amount carried from Form of Offer (incl VAT) | <p>R</p> <p>(incl VAT)</p> |
| CIDB Grading & CRN No | |

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THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Joburg Market hereby invites prospective bidders with proven track record to respond to the following request.

| RFB No. | Service Description | Evaluation criteria | Compulsory briefing session | Closing Date |
|------------------------|---|--|--|----------------------------|
| INFRA-OP-010-2022/2023 | TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH A CIDB GRADING OF 3EP OR HIGHER TO SERVICE JOBURG MARKET TRANSFORMERS AND HIGH TENSION SWITCHES | 80/20 80 points for price and 20 points for BBBEE level | 29/11/2022 at 11H00 at Ground floor boardroom | 15/12/2022 at 11H00 |

The bid document can be downloaded for **free** on the National Treasury website at www.etenders.gov.za or the Joburg Market website www.joburgmarket.co.za

Sealed documents individually marked with the abovementioned RFB and Service Description, must be placed in the Tender box situated at ground floor (left hand side of the entrance just before the security desk), Joburg Market Main Building by the closing date and time as per Joburg Market's clock. All Suppliers are encouraged to make their submission before the closing time. It is the bidders' responsibility to obtain documents in time so as to ensure responses reach Joburg Market timeously.

No tenders will be accepted after the closing date and time. No tender per facsimile or e-mailed will be accepted. Office hours are from 08h00 to 17h00 weekdays for the collection of documents. Bids will be publicly opened at: Joburg Market, 4 Fortune Road, City Deep on the closing date and time as stipulated above.

All enquiries relating to the bidding procedure should be directed to Supply Chain Management Unit at the following email: tenders@joburgmarket.co.za

only written enquiries will be attended to

Joburg Market is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission and to re-advertise if it so wishes. Service providers will be adjudicated in terms of the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, preferential procurement regulations 2017, MFMA, Act 56 of 2003, as well as the Broad Based Black Economic

IMPORTANT NOTICE

1. The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
2. Bidders are reminded that for any and all alterations in the bid document must be initialled / signed in full by the bidder's authorised signatory and or provide an accompanying letter on the bidder's official letterhead will indicate such alterations.
3. Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
4. Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be commissioned as the true copy of the original in terms of the relevant laws.
5. This bid, correctly endorsed, is to be addressed to the Supply Chain Management and must be deposited into the tender/ bid box at the Ground Floor: Main Entrance, Joburg Market, 04 Fortune Street, City Deep, at the time and date shown herein. Under no circumstance will late tenders be accepted.
6. Failure to fully complete the pricing schedule or to indicate N/A where applicable the bid may be rejected due to non-compliance or being invalid.
7. Failure to complete and return forms the bid may be rejected due to non-compliance or being invalid.
8. Failure to attend the compulsory briefing session (if applicable to the bid) will result in disqualification of the bid.
9. Failure to submit samples, if requested will result in disqualification of the bid.
10. The bid document is to be completed in ink and in full. It is not to be re-typed at all. Provided that it's not relevant to the bidder, it must be marked "N/A."
11. The bid document is to be submitted in full in the same order as issued, with all the sections attached.
12. In the event that the bidder:
 - 12.1 fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/ its bid may be rejected due to non-compliance or being invalid.
 - 12.2 is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated.
 - 12.3 or any of its directors or those of the subcontractor or partner:
 - 12.3.1 owe municipal charges and is in arrears for more than three months,
 - 12.3.2 had during the last five years failed to perform satisfactory on previous contract with municipality or municipal entity or organ of the state after written notice given to perform satisfactorily;

12.3.3 abused the supply chain management of the municipality or municipal entity or committed an improper conduct; and
12.3.4 has been listed in the register of tender defaulters, and
12.3.5 if you are in the service of the state.
THE BID MAY BE REJECTED

13. Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept or "Do not comply/Do not accept where required in this bid document. Where necessary, the bidder shall substantiate their response to a specific question.
14. An award may be made to more than one bidder
15. Any material submitted by the bidder which it considers confidential must be marked as such by the bidder
16. In bid where Consortiums and Joint Ventures are involved, an agreement endorsed with signatures of all parties involved, must be submitted.
17. Micro Exempted Enterprises (EME's) are required to submit a certificate issued by an Auditor or Accounting Officer on a letter head with a practise number and contact number clearly
Specified on the face of the certificate

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY DISQUALIFY THE BID

Bidder /s:.....

Street Address:.....

.....

Postal Address :.....

Telephone : **Fax :**

Cell : **E-Mail:**.....

PART A
INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOBURG MARKET | | | | | |
|--|--|----------------------|------------------|----------------------|--------------|
| BID NUMBER: | INFRA-OP-010-2022/2023 | CLOSING DATE: | 15 December 2022 | CLOSING TIME: | 11:00 |
| DESCRIPTION: | Appointment of a service provider a CIDB grading of 3EP or higher to service Joburg Market Transformers and High Tension | | | | |
| COMPULSOY BRIEFING SESSION | Date: 29 November 2022 at 11H00. Please report to the area on time. Venue: Ground floor Boardroom | | | | |

BID RESPONSE DOCUMENTS MUST BE SUBMITTED AS FOLLOWS

DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR (right hand side of the entrance just before the security desk), Joburg Market Main Building by the closing date and time as per Joburg Market`s clock. All Suppliers are encouraged to make their submission before the closing time.

4 Fortune Road
City Deep
Johannesburg

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 open 24 hours a day, 7 days a week.

SUPPLIER INFORMATION

| | | | | |
|--|------|--|--------|--|
| NAME OF BIDDER | | | | |
| STREET ADDRESS AND / OR POSTAL ADDRESS | | | | |
| TELEPHONE NUMBER AND / OR CELLPHONE NUMBER | CODE | | NUMBER | |
| FACSIMILE NUMBER (If applicable) | CODE | | NUMBER | |
| E-MAIL ADDRESS | | | | |
| VAT REGISTRATION NUMBER (If VAT registered) | | | | |

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| 1.10.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | 1.10.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICE S /WORKS OFFERED ? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| 1.10.1.3 SIGNATURE OF BIDDER | | | 1.10.1.4 DATE | | |
| BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO: | | | | | |
| E-MAIL ADDRESS | | tenders@joburgmarket.co.za | | | |

***only written enquiries will be attended to.**

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
- 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | |
|--|------------------------------|-----------------------------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER DATA

| Clause number | Tender Data |
|---------------|---|
| | <p>The conditions of tender are the Standard Conditions of Tender (Annex C as published/ amended by CIDB in August 2020) contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za).</p> <p>The standard conditions of tender for procurements 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.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p> |
| C.1.1 | The employer is the Joburg Market |
| C.1.2 | <p>For this contract, the following documents will be adopted:</p> <p>The single volume procurement document issued by the employer comprises of the following:</p> <p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>The Contract</p> <p>Part C1 - Agreements and Contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Construction guarantee</p> <p>Part C2 - Pricing Data</p> <p>C2.1 – Pricing Instructions</p> <p>C2.2 – Bill of Quantities</p> <p>Part C3 - Scope of Works</p> <p>C3.1 – Description of the works</p> <p>C3.2 – Construction</p> <p>C3.3 - Annexures</p> <p>Part C4 - Site Information</p> |
| C.1.4 | <p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: SCM Representative</p> |

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| | Address: 04 Fortune Road City Deep E-mail: tenders@joburgmarket.co.za |
| C.1.5 | Cancellation and Re-Invitation of Tenders |
| C.1.5.1 | An employer may, prior to the award of the tender, cancel a tender if- <ul style="list-style-type: none"> a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process. |
| C.1.5.2 | The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised |
| C.1.5.3 | An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time. |
| C.1.6 | Procurement procedures |
| C.1.6.1 | Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. |
| C.1.6.2 | Competitive negotiation procedure |
| C.1.6.2.1 | Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply. |
| C.1.6.2.2 | All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect. |
| C.1.6.2.3 | At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer. |

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| C.1.6.2.4 | The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer. |
| C.2 | Tenderer's obligations |
| C.2.1 | <p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 3EP or higher class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> |
| | <p>Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 EP class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p> |

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| C.2.1.1 | <p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> (a) Availability of resources (b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (see further requirements under C.3.1.4) (c) Previous experience on contracts of a similar value and nature (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project |
| C.2.2 | Cost of Tendering |
| C.2.2.1 | The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer |
| C.2.2.2 | The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents. |
| C.2.3 | <p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p> |
| C.2.4 | <p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p> |
| C.2.6 | <p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p> |
| C.2.7 | <p>Clarification meeting</p> <p>A compulsory clarification meeting with representatives of the Employer will take place at <u>Joburg Market on 29 November 2022 at 11h00</u></p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register</p> |
| C.2.8 | <p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p> |
| C.2.9 | <p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p> |

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| C.2.10 | Pricing the tender offer |
| C.2.10.3 | This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract. |
| C.2.11 | Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. |
| C.2.12 | Alternative tender offers No alternative tender offers will be considered |
| C.2.13 | Submitting a tender offer |
| C.2.13.1 | Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. |
| C.2.13.2 | Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. |
| C.2.13.3 | Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. |
| C.2.13.4 | Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. |
| C.2.13.5 | Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. |
| C.2.13.6 | Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked, and are easily identifiable by the company's logo or name. Location of tender box: Ground Floor – Joburg Market Physical address: Location of tender box: Main Building Ground floor Reception Physical address: 04 Fortune Road, City Identification details: TENDER BOX |
| C.2.13.7 | Seal the tender submission in an outer package that states on the outside only the employer's address and identification details as stated in the tender data. |
| C.2.13.8 | Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender submission if the outer package is not sealed and marked as stated. |

| | |
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| C.2.13.9 | Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer. |
| C.2.14 | Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive. |
| C.2.15 | Closing time The closing time for submission of tender offers is 15 December 2022 at 11H00 The Joburg Market is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part. |
| C.2.16 | The tender offer validity period is 120 days from the closing date. |
| C.2.17 | Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. |
| C.2.18.2 | The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. |
| C.2.19 | Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data. |
| C.2.20 | Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data. |
| | Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data. |
| C.2.23 | The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2. |
| C2.24 | Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders. |
| C2.25 | Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - |

| | |
|------------|--|
| | <p>a) who is in the service of the state; or</p> <p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>c) a person who is an advisor or consultant contracted with the Department.</p> <p>In the service of the state means to be -</p> <p>a) a member of:-</p> <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) An employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p> |
| C.3 | The employer's undertakings |
| C.3.1 | <p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p> |
| C.3.2 | <p>Issue Addenda</p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p> |
| C.3.5 | <p>The time and location for opening of the tender offers are:</p> <p>11H00</p> <p>Ground Floor – Joburg Market</p> <p>Main Building Reception</p> <p>04 Fortune Road, City Deep</p> |
| C.3.9 | Arithmetical errors, omissions and discrepancies |
| C.3.9.1 | <p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> |

| | |
|----------|--|
| | <ul style="list-style-type: none"> b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices. |
| C.3.9.2 | <p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other <ul style="list-style-type: none"> Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p> |
| C.3.11 | <p>Functionality, Price and Preference</p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.</p> |
| C.3.13.1 | <p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the bidder has not: <ul style="list-style-type: none"> i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect. d) Has completed the Compulsory Enterprise Questionnaire, MBD 1,4,6.1, 8 and 9 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 <p>Has submitted the documentation listed in T2.21 and T2.22</p> |
| C.3.18 | <p>The number of paper copies of the signed contract to be provided by the employer is ONE.</p> |

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

*The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs. **Failure to supply the documents listed below will result in disqualification.***

| THE FOLLOWING DOCUMENTS MUST BE FURNISHED | | YES | NO |
|---|--|------------------------------|-----------------------------|
| 1 | Tax Compliance (Provide PIN) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2 | B-BEE Certificate issued by SANAS accredited verification agent/ OR AFFIDAVIT FOR EME/QSE ON DTI FORMAT | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3 | Proof of valid registration with CIDB | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4 | Signed Declaration of Interest | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5 | Certificate of Independent Bidder determination | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6 | Fully Completed and Signed all other MBD forms | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

T2.2 RETURNABLE SCHEDULES

Insert all the Forms required and re-number them

DECLARATION OF INTEREST

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

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

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, 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 in paragraph 4 below.

3.8. Are you presently in the service of the state?

| | |
|-----|----|
| YES | NO |
|-----|----|

3.8.1. If yes, furnish particulars.

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

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

| Full Name | Identity Number | State Employee Number(If employed by the state) |
|-----------|-----------------|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 **Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.**

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor. **(Attach B-BBEE certificate or CSD)**)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number (Attach relevant document or refer to MBD1):.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.6 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

PROOF OF REGISTRATION WITH CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

| Firm | CRS Number | CIDB Grading | Lead Partner (Indicate with X) |
|---|------------|--------------|-----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Combined CIDB Grading for Joint Venture / Consortium: | | | |

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the bid:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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 | <ul style="list-style-type: none"> Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <hr/> <ul style="list-style-type: none"> (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <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)? The Register for Tender Defaulters can be accessed on the National Treasury's website(www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <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"/> |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

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

This section sets out how personal information will be collected, used and protected by Joburg Market hereinafter referred to as “JM”, 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 individual (bidder) communicating with JM 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 JM requires relate 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?

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

- Reporting initiatives to the City of Johannesburg Municipality;
- reporting to National Treasury all contracts awarded;
- 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 communications;
- complying with the law; and/or
- For a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will Joburg Market process personal information?

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

- directly from the individual;
- from service providers who provided with services or goods to JM;
- from JM’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 JRA'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.

5. Consent and Permission to process personal information:

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

- I understand that withholding of or failure to disclose personal information will result in JM being unable to perform its functions and/or any services or benefits I may require from JM.
- Where I shared personal information of individuals other than myself with JM 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 JM not responsible in respect of any claims by any other person on whose behalf I have consented, against JM 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 JM 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 JM 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 JM agrees to same in writing. JM 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 JM Information Officer/SCM

- A copy of the full JM policy is available
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JM so that our records may be updated. JM 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 JM 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 JM,
 - 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 JM's information officer and SCM in writing as soon as the breach is discovered.

| | |
|---|---------------------|
| <p>Name: _____</p> <p>Signature: _____</p> | <p>Date:</p> |
|---|---------------------|

OHS ACT DECLARATION AND SUBMISSION

The Bidder declares him/herself/herself to be conversant with the following:

1. 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 and with special reference to the following Sections of the Act:
 - i) Section 8: General duties of Employers to their employees
 - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
 - iii) Section 13: Duty to Inform
 - iv) Section 37: Acts or omissions by employees or mandatories
 - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
3. Bid document Volume 5: Johannesburg Roads Agency's Specification for Occupational Health and Safety, including all the Annexures.
4. Bid document Volume 3: Project Specification PD: Supplement to Volume 5: Specification for Occupational Health and Safety.
5. Bid document Volume 3: C1.7 Agreement in terms of Occupational Health and Safety Act.

The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.

The Bidder confirms that he has included with his bid a written proposal describing how he will comply with OHS requirements

| | | | |
|-----------|-------|----------|-------|
| Signature | _____ | Date | _____ |
| Name | _____ | Capacity | _____ |
| Bidder | _____ | | |

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

Offer

The employer, Joburg Market, has solicited offers to enter into a contract for the procurement of: **CONTRACTORS WITH A CIDB GRADING OF 3EP OR HIGHER TO SERVICE JOBURG MARKET TRANSFORMERS AND HIGH TENSION SWITCHES**

The tenderer, _____, 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor 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 VALUE ADDED TAX IS:

Rand.
..... (in words);
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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)
Name(s)
Capacity

for the tenderer

(Name and
address of organization/)
.....

Name and 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 contractor 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 agreement)

Part C2: Pricing data

Part C3: Scope of work

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 as 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 after 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 fulfill 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 original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) 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

Name and

signature

of witness

Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of Agreements reached during the process of offer and acceptance, the outcome of such Agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

| | |
|-----------------|--|
| 1 Subject | |
| Details | |
| | |
| | |
| | |
| 2 Subject | |
| Details | |
| | |
| | |
| | |
| 3 Subject | |
| Details | |
| | |
| | |
| | |
| 4 Subject | |
| Details | |
| | |
| | |

By the duly authorised representatives signing this Schedule of Deviations, 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 Tender Schedules, as well as any confirmation, clarification or change 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.

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____ Date _____

CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The..... *[day]*

of *[month]*

20 *[year]*

at *[place]*

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2 CONTRACT DATA

| | |
|--|--|
| PROJECT TITLE: | CONTRACTORS WITH A CIDB GRADING OF 3EP OR HIGHER TO SERVICE JOBURG MARKET TRANSFORMERS AND HIGH TENSION SWITCHES |
| CONTRACT NO: | INFRA-OP-010-2022/2023: |
| C.1.2 Contract Data | |
| <p>The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.</p> <p>The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> | |
| Part 1: Data provided by the Employer | |
| Clause | Data |
| 1.1.1.13 | <p>Clause 1.1.1.13: Defects Liability Period</p> <p>The Defects Liability Period is 6 months, measured from the date of the Certificate of Completion</p> |
| 1.1.1.14 | <p>Clause 1.1.1.14: Due Completion Date</p> <p>The time for achieving Practical Completion is 4 months after the Commencement Date</p> |
| 1.1.1.15 | The name of the Employer is Joburg Market represented by Then Supply Chain Department and/or such persons or person duly authorised to be the Employer in writing. |
| 1.1.1.26 | The Pricing Strategy is a bill of quantities |
| 1.2.1.2 | <p>The Employer's address for receipt of communications is:</p> <p>Delivery Address: Attention: Supply Chain Manager: Supply Chain Management Joburg Market 04 Fortune road City deep 2049</p> |
| 2.4.1 | <p>"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> • The form of offer and acceptance • Contract forms |

| | |
|-------|--|
| | <ul style="list-style-type: none"> • The contract data • General conditions of contract (GCC 2015) • Scope of Work • SANS 1200 Standardised Specifications • Site Information • Construction drawings • Bill of quantities • The returnable schedules |
| 3.1.3 | <p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> 1. Clause 5.8.1 Non-working times 2. Clause 5.11.1 Suspension of the Works 3. Clause 5.12.1 Approval of any extension of time for completion 4. Clause 5.12.4 Acceleration of progress instead of extension of time 5. Clause 5.13.2 Reduction of a penalty for delay 6. Clause 6.3.2 The issuing of variation orders 7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation 8. Clause 6.11 The agreeing of the adjustment of the sums for general items 9. Clause 10.1.5 The giving of a ruling on a Contractor's claim |
| 4.3.3 | <p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ol style="list-style-type: none"> a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations; d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; |

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| | <p>e) The Contractor 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 Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p> |
| 5.3.1 | <p>Clause 5.3.1: Commencement of the Works</p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> a) Health and Safety Plan (Refer to Clause 4.3) b) Initial programme (Refer to Clause 5.6) c) Security (Refer to Clause 6.2) d) Insurance (Refer to Clause 8.6) e) Cash flow projection |
| 5.3.2 | <p>Clause 5.3.2: Timeframe to deliver documentation</p> <p>The time to submit the documentation required before commencement with Works execution is fourteen (14) days.</p> |
| 5.4.4 | <p>"The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works."</p> |
| 5.8.1 | <p>Clause 5.8.1: Non-Working Times</p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on 15 December and ending on 7 January (Provisional). |
| 5.12.2. | <p>Clause 5.12.2.: Some reasons for extension of time</p> <p>Clause 5.12.2.2: Abnormal climatic conditions.</p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the</p> |

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|----------|---|---------|--------|-----------|--------|-----------|--------|----------|--------|------|--------|---------|--------|-------|--------|------|--------|----------|--------|-------|--------|--------|--------|----------|--------|
| | <p>provisions of that clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>4 days</td><td>May</td><td>2 days</td><td>September</td><td>2 days</td></tr><tr><td>February</td><td>4 days</td><td>June</td><td>2 days</td><td>October</td><td>2 days</td></tr><tr><td>March</td><td>2 days</td><td>July</td><td>2 days</td><td>November</td><td>4 days</td></tr><tr><td>April</td><td>2 days</td><td>August</td><td>2 days</td><td>December</td><td>4 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.</p> | January | 4 days | May | 2 days | September | 2 days | February | 4 days | June | 2 days | October | 2 days | March | 2 days | July | 2 days | November | 4 days | April | 2 days | August | 2 days | December | 4 days |
| January | 4 days | May | 2 days | September | 2 days | | | | | | | | | | | | | | | | | | | | |
| February | 4 days | June | 2 days | October | 2 days | | | | | | | | | | | | | | | | | | | | |
| March | 2 days | July | 2 days | November | 4 days | | | | | | | | | | | | | | | | | | | | |
| April | 2 days | August | 2 days | December | 4 days | | | | | | | | | | | | | | | | | | | | |
| 5.13.1 | <p>Clause 5.13.1: Penalty for Delay</p> <p>The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.16.3 | <p>Clause 5.16.3: Latent defect liability</p> <p>N/A</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.2.1 | <p>Clause 6.2: Security</p> <p>The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. In the event that the contractor is unable to provide such a guarantee, a deduction of 10% shall be made to each payment certificate payable to the contractor with the accumulated amount paid out upon achieving Practical Completion.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.8.2 | <p>Clause 6.8.2: Contract Price Adjustment</p> <p>The Contract Price Adjustment is not applicable in this contract.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.8.3 | <p>Clause 6.8.3: Variation in Cost of Special Materials</p> <p>Price adjustments for variations in the costs of special materials are not allowed</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.10.1.5 | <p>Clause 6.10.1.5: Interim Payments - Materials on Site</p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p> | | | | | | | | | | | | | | | | | | | | | | | | |

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| 6.10.3 | <p>Clause 6.10.3: Retention Money</p> <p>The limit on retention is: 10% of the Contract Price.</p> |
| 6.10.4 | <p>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</p> <p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p> |
| 8.6.1.1.2 | <p>Clause 8.6.1.1.2: Insurance</p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is -Nil.</p> |
| 8.6.1.1.3 | <p>Clause 8.6.1.1.3: Insurance</p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.</p> |
| 8.6.1.3 | <p>Clause 8.6.1.3: Insurance</p> <p>The limit of indemnity for liability insurance is R 10 million for any single claim – the number of claims to be unlimited during the construction.Or liability insurance as associated with the risk.</p> |
| 8.6.1.5 | <p>Clause 8.6.1.5: Additional Insurance</p> <p>Additional Insurance is required for the following:</p> <p>a) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> |
| 9.2.1.3.8 | <p>The Contractor has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract.</p> |
| 9.2.1.3.9 | <p>An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.</p> |
| 10 | <p>Clause 10: Dispute Resolution</p> <p>"Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."</p> |
| 10.4.1 | <p>The parties may at time agree to settle disputes with the help of an impartial third party</p> |

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| 10.5.3 | The number of Adjudication Board Members will be determined by the employer |
| 11 | <p>Clause 12: Confidentiality</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.</p> |
| 12 | <p>Clause 13: Amendments in writing</p> <p>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.</p> |

C1.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
 - 3.1 any reference in this Performance Guarantee to the Contract 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;

- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, 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 Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract 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 Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to 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 Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, 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 this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance 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 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance 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)

Capacity

Guarantor's signatory: (2)

PART C2: PRICING DATA AND BILL OF QUANTITIES

| | |
|---------------------------|--------------------|
| | <u>Page</u> |
| C2.1 Pricing Instructions | 50 |
| C2.2 Bill Of Quantities | 51 |

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment clauses of the COLTO (1998)/SANS 1200 Standardised Specifications, as well as the Particular Specifications, shall be deemed to form part of and included in the pricing instructions.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

| | | | | | |
|----------------|---|----------------|----------------------|---|-----------------------|
| % | = | percent | m ² .pass | = | square metre-pass |
| h | = | hour | m ³ | = | cubic metre |
| ha | = | hectare | m ³ .km | = | cubic metre-kilometre |
| kg | = | kilogram | MN | = | meganewton |
| kl | = | kilolitre | MN.m | = | meganewton-metre |
| km | = | kilometre | MPa | = | megapascal |
| km-pass | = | kilometre-pass | No. | = | number |
| kPa | = | kilopascal | Prov sum | = | Provisional sum |
| kW | = | kilowatt | P C sum | = | Prime Cost sum |
| l | = | litre | sum | = | lump sum |
| m | = | metre | t | = | ton (1 000 kg) |
| mm | = | millimetre | W/day | = | Work day |
| m ² | = | square metre | | | |

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other price s or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

C2.2 BILL OF QUANTITIES

| ITEM | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|-------------------|---|------|----------|------|--------|
| | | | | | |
| 1 | Servicing of transformers (oil purification and oil refill) | No | 21 | | |
| 2 | Servicing of mini-sub transformers | No | 4 | | |
| 3 | Servicing of HT switches (oil and SF6 switches) | No | 25 | | |
| 4 | Replacing of 45A fuse for tiger switch | No | 3 | | |
| 5 | Consumables | SUM | 1 | | |
| SUBTOTAL | | | | | |
| Contingency @ 15% | | | | | |
| VAT @ 15% | | | | | |
| GRAND TOTAL | | | | | |

PART C3: SCOPE OF WORK

| | | <u>Page</u> |
|---|--------------------------|--------------------|
| C3.1 | DESCRIPTION OF THE WORKS | 53 |
| Error! Reference source not found. | SITE INFORMATION | 54 |

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:

- Drawings
- Scope of Work
- Standardised Specifications

C3.1 DESCRIPTION OF WORKS

Appointment of a service provider to service Joburg Market transformers and HT switches

C3.1.1 Employer's Objectives

Joburg Market (JM) is supplied with bulk power by City Power. City Power supplies JM with 11000KV and JM has its own reticulation system. JM has twenty one (21) transformers and four (4) mini-substations. Three (3) transformers are step-up whereby they increase the voltage from generators from 400V to 11000kV whereas eighteen (18) transformers and mini-substations reduce voltage from 11000kV to 400V. Each transformer has a High Tension (HT) switch that is used to isolate it from the supply.

C3.1.2 Overview of the Works

According to the SANS standard, these transformers and HT switches must be serviced on an annually basis.

Scope of work

- Major Service of the transformers and HT switches.
- Replacing of silica gel.
- Providing with oil sample test
- Replacing of faulty fuses for cold room HT switch
- Supplying with 12 spare fuses for cold room switch

PART C3.2: SITE INFORMATION

C4.1 LOCATION FOR THE WORKS

The project is located at Joburg Market, 04 Fortune Road, City

| NAME | CO-ORDINATES | |
|---------------|---------------|---------------|
| Joburg Mraket | S26° 13' 678" | E28° 04' 866" |

EVALUATION REQUIREMENTS

Please note that failure to meet the requirements or to lodge the following documentation and/or proof thereof may lead to an immediate disqualification:

1. ADMINISTRATIVE REQUIREMENTS (RETURABLES)

- a) Completed and signed MBD 1,4,6.1, 8 and 9
- b) General Condition of Contract (GCC) must be signed
- c) All pages of the document must be initialled
- d) Consent and acknowledgments form in terms of the protection of personal information act
- e) Rates and taxes account not older than three months or signed lease agreement
- f) Proof of JV bank account (if applicable)
- g) Copies of share certificates (if applicable)
- h) Letter of intent – Public Liability or Public Liability Cover (The Public Liability Cover will be required from the successful bidder with acceptance of appointment from a bidder that submits the letter of intent)

1.2. MANDATORY REQUIREMENTS

An administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed and/or attached such a bid will be eliminated from any further evaluation

- a) Registration on the National Treasury Central Database illustrating required compliance 1,2 and 3 below

Or

- 1. Submission of a compliant Good Standing TCC”, or a “Tender TCC or alternatively supply the unique pin number to access the Tax compliance status
 - 2. Proof of company registration documents.
 - 3. Certified I.D. copies for directors/shareholders, certification not older than three months
-
- b) CIDB Grading of 3EP or higher
 - c) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
 - d) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
 - e) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required.
 - f) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.

EVALUATION CRITERIA

The tender document includes functionality as evaluation criteria to assess the ability of the bidders to execute the project as follows:

Functionality broken down as follows: (100 points, minimum 80 points required)

Minimum Required Score for functionality is: 80 points out of 100 points and any bidder scoring less than 80 points will not be considered for further evaluation. Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 80 points will then be evaluated in terms of price and preference points.

| CRITERION | WEIGHTING |
|---|------------|
| Past Relevant Experience in HT Transformer servicing or related services (Attach letters of reference from clients for similar services on the client letter head) References must contain the following information <ul style="list-style-type: none"> Name of the organization and contact person Description of the services provided Telephone number / email address | 60 |
| Qualifications and Skill of Resources | 40 |
| TOTAL | 100 |

NB! The minimum cut off points for functionality is 80 points out of 100 points and any bidder scoring less than 80 points will not be considered for further evaluation.

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 80 points will then be evaluated in terms 80/20 preference point system. (Note points for functionality and price will not be combined as previously done).

| Past Relevant Experience in HT Transformer servicing or related services (Attach letters of reference or provide contactable from clients for similar services) | Total – 60 points |
|--|-------------------|
| Four (4) and above relevant project with good reputation 60 points | 60 |
| At least three (3) relevant projects with good reputation 50 points | |
| At least two (2) relevant projects with good reputation 40 points | |
| No experience and non-submission 0 points | |

| | |
|--|--|
| | |
|--|--|

| Qualifications and Skills of resources (Attach CVs of key personnel) | Total – 40 points |
|--|--------------------------|
| <p><u>Qualifications</u></p> <p>Qualified Electrician with Wiremans license and valid ORHVS certificate -20 points</p> <p><u>Experience</u></p> <p>Five (5) or more years’ experience of HT works. -20 points</p> <p>Below five (5) years but greater than three (3) of HT works. -0 points</p> | 40 |
| No submission | 0 points |

Note: A bidder/s that scores less than 80 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.
Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

SPECIAL TENDER CONDITIONS

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Joburg Market (SOC) LTD reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen.
4. **All bid prices must be in RSA currency and inclusive of VAT.** All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. The lowest or any bid will not necessarily be accepted and Joburg Market reserves the right to accept the entire or any portion of a bid.
6. Bids are to remain valid for a period of **one hundred and twenty (120) days** from the date they are lodged.
7. The following information / documentation may be attached to every bid document as and when required:
 - **Registration on the Central Supplier Database.**
 - **Valid Tax clearance certificate, Master Registration Number or pin**
 - **Proof of applicable company registration documents with proof of shareholding**
 - **Completed and signed MBD 1,4,6.1,8 and 9**
 - **B-BBEE Verification Certificate or Sworn Affidavit ;**
 - **Detailed Company Profile;**
 - **Municipal Rates and Taxes account, not older than 3 months**
 - **JV agreement for Joint Venture companies**
8. Submission of any other relevant information related to this BID/PROPOSAL
9. Bids will be opened immediately after the closing date and time in a venue to be indicated. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
10. The Supply Chain Management Policy of Joburg Market allow persons aggrieved by decisions or actions taken by the Entity in the implementation of its Supply Chain Management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the entity against the decision or action.
11. Bids will be received until **11H00** on **15/12/2022**, and must be enclosed in sealed envelopes, bearing the bid reference number and due date
12. Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will be returned unopened to the bidder and will not be accepted for consideration
13. Bidders must note that Joburg Market may on request order more than what is stipulated in the Specification / pricing schedule

TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH A CIDB GRADING OF 3EP OR HIGHER TO SERVICE JOBURG MARKET TRANSFORMERS AND HIGH TENSION SWITCHES
