



a world class African city

JOHANNESBURG DEVELOPMENT AGENCY (JDA)

Appointment of a panel of five (5) suppliers for the supply and delivery of various concrete products for City of Johannesburg on an as-and-when required for period of 36 months

CONTRACT No.: POVCP/2026

ISSUED BY:

Johannesburg Development Agency

**The Bus Factory
3 Helen Joseph (formerly President) Street
Newtown
2000**

Technical queries

Contact Name: Mphocalvin Ntema / Sizwe Bhengu

Email Address: mntema@jda.org.za / sbhengu@jda.org.za

SCM queries

Contact Name: Lerato Ntuli

Email Address: Intuli@jda.org.za



NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

CSD SUPPLIER NUMBER.....

COMPANY REGISTRATION NUMBER.....

TAX VERIFICATION PIN

NB: A TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX, PLEASE REFER TO PART C1 (FORM OF OFFER AND ACCEPTANCE)

This tender closes at 12h00 on 21 July 2026 at the offices of the Johannesburg Development Agency “The Bus Factory”, 3 Helen Joseph (formerly President) Street, Newtown, Johannesburg.

NO LATE SUBMISSIONS WILL BE CONSIDERED

The Johannesburg Development Agency reserves the right to cancel/ not award this tender.

TENDER

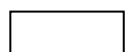
Appointment of a panel of five (5) suppliers for the supply and delivery of various concrete products for City of Johannesburg on an as-and-when required for period of 36 months

**GENERAL CONDITIONS OF CONTRACT (GCC) FOR CONSTRUCTION WORKS
Third Edition (2015)**

CONTRACT No.: POVCP/2026

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

ALL PAGES OF THE SUBMISSION INCLUDING ATTACHMENTS MUST BE INITIALED AND NUMBERED.



TO ALL OUR STAKEHOLDERS

RE: The Channels of Reporting Fraudulent and Corrupt Activities

The City Of Johannesburg has a **zero-tolerance approach to Fraud, Theft, Corruption, Maladministration, and Collusion** by suppliers with employees. To reinforce this commitment, more channels have been added to report any Fraudulent and Corrupt activities.

Instances of corporate fraud and misconduct remain a constant threat to service delivery. The Lesedi Municipality took a resolution to adopt strategic interventions aimed at combatting fraud and corruption. The municipality took a decision to centralized the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers

All people doing business with the Johannesburg Development Agency are encouraged to report any corrupt or illegal practice.

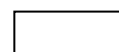
Employees are encouraged to report fraud, waste or other concerns suggestive of dishonest or illegal activities.

Anyone can report fraudulent and corrupt activities through one of the following channels.

- Toll free number.....0800 002 587
- Toll free Fax.....0800 007 788
- SMS (charged @ R1.50).....32840
- E-Mail address:.....anticorruption@tip-offs.com
- Website:.....www.tip-off.com
- Free post:.....Free Post, KNZ 138, Umhlanga, 4320



LET'S JOIN HANDS TO TAKE UP THE FIGHT AGAINST FRAUD AND CORRUPTION IN OUR SOCIETY.



JOHANNESBURG DEVELOPMENT AGENCY

CONTRACT NO.: POVCP/2026

Appointment of a panel of five (5) suppliers for the supply and delivery of various concrete products for City of Johannesburg on an as-and-when required for period of 36 months

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Number Heading

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THE CONTRACT

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C1.2	Contract Data	(Yellow)
C1.4	Occupational Health and Safety Agreement	(White)
C1.5	Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act No 85 of 1993	(White)

Part C2: Pricing Data

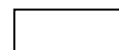
C2.1	Pricing Instructions	(Yellow)
C2.2	Schedule of Rates	(Yellow)

Part C3: Scope of Work

C3	Scope of Work	(Blue)
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Part C6: SHE SPECIFICATIONS

C6	SHE Specifications	(White)
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TENDER DOCUMENT CHECKLIST

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

ITEMS	CHECKED	
	Contractor	Project Manager
1. Correct Tender offer carried forward to the Cover Page and the Form of Offer and Acceptance in Part C1.1	<input type="checkbox"/>	<input type="checkbox"/>
2. Tenderer's signature on the offer	<input type="checkbox"/>	<input type="checkbox"/>
3. Schedule of Rates	<input type="checkbox"/>	<input type="checkbox"/>
i Schedule of Rates completed in full and in pen	<input type="checkbox"/>	<input type="checkbox"/>
ii Corrections crossed out and initialled	<input type="checkbox"/>	<input type="checkbox"/>
iii Each page initialled	<input type="checkbox"/>	<input type="checkbox"/>
4. Returnable Documents and Schedules	<input type="checkbox"/>	<input type="checkbox"/>
i Authority to Sign Tender	<input type="checkbox"/>	<input type="checkbox"/>
ii Declaration of Interest	<input type="checkbox"/>	<input type="checkbox"/>
iii Record of Addenda to Tender Documents	<input type="checkbox"/>	<input type="checkbox"/>
iv Banking Details	<input type="checkbox"/>	<input type="checkbox"/>
v Proposed Amendments and Qualifications (if any)	<input type="checkbox"/>	<input type="checkbox"/>
vi Certificate of Authority for Joint Venture and Joint Venture Agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
vii MBD 5: Declaration for Procurement above R10 million	<input type="checkbox"/>	<input type="checkbox"/>
viii MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	<input type="checkbox"/>	<input type="checkbox"/>
ix MBD 9: Certificate of Independent Bid Determination	<input type="checkbox"/>	<input type="checkbox"/>
x Particulars of all Contracts awarded by an Organ of State during the last 5 years	<input type="checkbox"/>	<input type="checkbox"/>
xi Fulfilment of the Construction Regulations		
Questionnaire on Tenderer's Procedures with respect to OHSA and	<input type="checkbox"/>	<input type="checkbox"/>
xii Construction Regulations	<input type="checkbox"/>	<input type="checkbox"/>
xiii Business Declaration	<input type="checkbox"/>	<input type="checkbox"/>

xiv	A copy of a valid Tax Clearance Certificate Tax Pin Number.	<input type="checkbox"/>	<input type="checkbox"/>
xv	Copy of current Municipal Account in the name of the Tenderer or alternatively, in the names of the Directors/Partners of the tendering entity	<input type="checkbox"/>	<input type="checkbox"/>
xvi	Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC form (Refer C1.3) (Form A14)	<input type="checkbox"/>	<input type="checkbox"/>
xvii	Proof of CIDB Grading required. In the event of a JV a certificate indicating the combined CIDB grading is required.	<input type="checkbox"/>	<input type="checkbox"/>
xviii	A valid original or certified copy of the B-BBEE status level verification certificate substantiating the B-BBEE rating or an EME must submit a sworn affidavit	<input type="checkbox"/>	<input type="checkbox"/>
xix	Schedule of Recently Completed Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xx	Project Verification Form	<input type="checkbox"/>	<input type="checkbox"/>
xxi	Schedule of Current Contracts	<input type="checkbox"/>	<input type="checkbox"/>
xxii	Schedule of Construction Plant, Equipment and labour	<input type="checkbox"/>	<input type="checkbox"/>
xxiii	Schedule of Proposed Subcontractors	<input type="checkbox"/>	<input type="checkbox"/>
xxiv	Schedule of Proposed Key Personnel and detailed Curricula Vitae of all Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
xxv	Estimated Monthly Expenditure	<input type="checkbox"/>	<input type="checkbox"/>
xxvi	Methodology Statement	<input type="checkbox"/>	<input type="checkbox"/>
xxvii	Preliminary Construction Programme	<input type="checkbox"/>	<input type="checkbox"/>
xxviii	Labour, Plant and Equipment Histograms	<input type="checkbox"/>	<input type="checkbox"/>
xxix	Audited Financial Statements for past 3 years	<input type="checkbox"/>	<input type="checkbox"/>
xxx	Bank Rating	<input type="checkbox"/>	<input type="checkbox"/>
xxxi	SMME Plan	<input type="checkbox"/>	<input type="checkbox"/>
xxxii	Local Declaration	<input type="checkbox"/>	<input type="checkbox"/>
xxxiii	COIDA Letter of Good Standing	<input type="checkbox"/>	<input type="checkbox"/>
xxxiv	ISO Certificates	<input type="checkbox"/>	<input type="checkbox"/>
xxxv	SANS Certificates	<input type="checkbox"/>	<input type="checkbox"/>

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT No.: POVCP/2026

Supply and Delivery of various concrete products for city of Johannesburg on an as-and-when required for period of 36 months

The Johannesburg Development Agency invites tenders for the **Appointment of a panel of five (5) suppliers for the supply and delivery of various concrete products for City of Johannesburg on an as-and-when required for period of 36 months** as outlined in the specifications

The tender should have standards and compliance with the South African Bureau of standards compliance. Relevant SANS. Material specification and strength requirements (MPa classes)

Documents can be downloaded from the JDA website: www.jda.org.za and e-Tenders portal www.etenders.gov.za from the 11 June 2026, and only tender documents that are downloaded from the stipulated websites only can be submitted. The retyping of the tender document is not permitted.

Queries relating to the issue of these documents or the project may be addressed to Mr Mphocalvin Ntema or Mr. Sizwe Bhengu on e-mail to: mntema@jda.org.za sbhengu@jda.org.za and any procurement related issues may be addressed to Mrs Lerato Ntuli on e-mail to: lnntuli@jda.org.za

A compulsory site clarification meeting will take place on 23 June 2026 from 11h00 to 12h00 at the offices of the Johannesburg Development Agency “The Bus Factory”, 3 Helen Joseph (formerly President) Street, Newtown, Johannesburg.

The closing time for receipt of tenders is 12h00 on 21 July 2026. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tender documents must be submitted at the JDA Tender Box at reception at no.3 Helen Joseph Street, The Bus Factory, Newtown, Johannesburg, 2000.

Tenders must only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

“WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800 002 587”

PART T1: TENDERING PROCEDURES

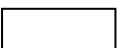
T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. (See www.cidb.org.za).

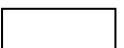
The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause Number	Clause Heading	Data / Wording
F.1.1	The Employer	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
F.1.2	The Tender	<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>
	The Contract	<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>C1.4 Occupational Health and Safety Agreement</p> <p>PART C2: PRICING DATA</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Schedule of Rates</p> <p>PART C3: SCOPE OF WORK</p>

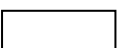


Clause Number	Clause Heading	Data / Wording
		<p>PART C4: SITE INFORMATION</p> <p>PART C5: TENDER DRAWINGS</p>
F.1.4	Project Manager	<p>Name: Mphocalvin Ntema or Sizwe Bhengu</p> <p>Address: No. 3 Helen Joseph Street, The Bus Factory Newtown Johannesburg, 2000</p> <p>Tel: 082 201 4607</p> <p>E-mail: mntema@jda.org.za / sbhengu@jda.org.za</p>
F.2.1	Eligibility	<p><u>Eligibility</u></p> <p>This tender is open to suitably qualified, competent and experienced service provider with proven capability to manufacture, supply and deliver various concrete products.</p> <p>Eligible bidders must comply with the following minimum requirements:</p> <ul style="list-style-type: none"> • Bids will only be accepted from entities that maintain sole manufacturing autonomy over at least 50% the end-products listed in the Schedule of Rates. The successful Tenderer must be the primary entity executing the core fabrication, assembly, and quality control protocols. • Consortia, brokerage firms, or third-party sourcing agents lacking direct production-line oversight and asset ownership are expressly excluded from this procurement process. Failure to demonstrate an uninterrupted, asset-backed manufacturing lineage will result in the rejection of the submission. • Be a legal entity registered in terms of South African law • Be registered on the National Treasury Central Supplier Database (CSD) • Be tax compliant with SARS at the time of bid evaluation and award • Have suitable experience in the supply and delivery of concrete products • Not be listed on the National Treasury Database of Restricted Suppliers • Not have directors, members, or shareholders who are in the service of the state, unless declared in accordance with legislation <p>The bidder must have the operational capacity, resources, equipment, and logistics capability necessary to fulfil the supply and delivery obligations under this contract.</p>

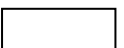


JOHANNESBURG DEVELOPMENT AGENCY (JDA) CONTRACT No.: POVCP/2026

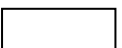
Clause Number	Clause Heading	Data / Wording
F.2.7	Clarification Meeting	A compulsory site clarification meeting will take place on 23 June 2026 from 11h00 to 12h00 am at the offices of the Johannesburg Development Agency “The Bus Factory”, 3 Helen Joseph (formerly President) Street, Newtown, Johannesburg.
F.2.12	Alternative tender offers	No alternative tender offers will be considered.
F.2.13.2		All returnable documents to the employer as defined in F.1.2 of the Tender Data shall be returned in legible writing in non-erasable ink.
F.2.13.3	Number of copies of tender offers to be submitted to the Employer	Parts of each tender offer communicated on paper shall be submitted as an original, plus one scanned copy of the document in a USB memory stick
F.2.13.5 F.2.15.1	Sealing and Delivery of tender offers	<p>The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception Desk of the Johannesburg Development Agency</p> <p>Physical address: The Bus Factory 3 Helen Joseph St (formerly President St) NEWTOWN JOHANNESBURG</p> <p>Identification details: <i>Tender reference</i> POVCP/2026</p> <p>Appointment of a panel of five (5) suppliers for the supply and delivery of various concrete products for City of Johannesburg on an as-and-when required for period of 36 months</p>
F.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	Closing time of tender offers	The closing time for submission of tender offers is: 23 July 2026 @ 12h00 the offices of the Johannesburg Development Agency “The Bus Factory”, 3 Helen Joseph (formerly President) Street, Newtown, Johannesburg.
F.2.16.1	Tender offer validity	The tender offer validity period is 120 days.
F.2.16.3		Add the following: “Should a tenderer amend or withdraw his or her tender after the closing



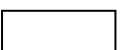
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		<p>date and time, but prior to him or her being notified of the acceptance thereof, or should a tenderer after having been notified that his or her tender has been accepted –</p> <ol style="list-style-type: none"> 1. give notice of his or her inability to execute the Contract in accordance with his or her tender; or 2. fail to sign a contract within the period stipulated in the tender requirements or any extended period determined by the employer; or 3. fail to execute the Contract. <p>he or she shall pay all additional expenses which the employer has to incur in inviting new tenders and pay the difference between his or her tender and any less favourable tender accepted, as well as any consequential loss which may arise as a result of his/her non-fulfilment of his/her obligations: Provided that the employer may exempt a tenderer from the provisions of this sub-regulation if he is of the opinion that such non-performance is justifiable.</p> <p>When during the above-mentioned circumstances it is not deemed expedient to invite new tenders, the employer may entertain a recommendation for acceptance of a tender from those already received.”</p>
F.2.17	Clarification of tender after submission	<p>Add the following: “The tenderer is to provide clarification with regards to a request for clarification from the employer, within 48 hours of the employer making the request, failing which, the tender offer will be considered non-responsive.”</p>
F.2.18		<p>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.</p>
F.2.20	Letter of Intent	<p>The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.</p>
F.2.23	Certificates	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> a) A copy of a valid Tax Pin Number. b) An original and valid certified B-BBEE status level verification certificate or a certified copy thereof, substantiating the bidding entity’s B-BBEE rating. Only certificates issued by verification



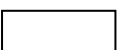
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		<p>agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. The copy must bear an original stamp. Failure to submit as required will result in the bidder scoring zero (0) points for B-BBEE.</p> <p>c) Documents and Schedules listed in Part T2.</p>
	Price Evaluations	<p>POINTS AWARDED FOR PRICE WILL BE BASED ON BELOW ITEMS</p> <ol style="list-style-type: none"> 1. Sheet 1 – Interlocking Concrete Pipes (Excl. VAT, Excl. Delivery) 2. Sheet 2 – Rectangular Portal Culverts (Excl. VAT, Excl. Delivery) 3. Sheet 3 – Manhole Rings (Excl. VAT, Excl. Delivery) 4. Sheet 4 – Manhole Slabs (Excl. VAT, Excl. Delivery) 5. Sheet 5 – Concrete Lid & Frame (Excl. VAT, Incl. Delivery)
F.3.4	Opening of tender submissions	<p>Tenders will be opened immediately after the closing time at 12h00 on 21 July 2026</p>
F.3.11.2	Evaluation of Tender Offers	<p>The procedure for the evaluation of responsive tenders is Method 3 (Functionality Criteria, Price and Preferences).</p> <p>The Preference Point System assigns a score to each tenderer based on the tendered rates and on the tenderer’s score for specific goals. These scores are combined to determine an overall score for the bidder. The tenderer with the highest score will be considered for acceptance.</p> <p>The Preference Point System will be applied as follows. For tenders below R50 million 80 points are assigned to price. Up to 20 points are assigned to B-BBEE status for specific goals. For tenders of R50 million and above:</p> <ul style="list-style-type: none"> • 90 points are assigned to price. • Up to 10 points are assigned to specific goals. <p>Points scored will be rounded off to the nearest 2 decimal places.</p> <p>POINTS AWARDED FOR SPECIFIC GOALS</p> <p>Bids will be evaluated on Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.</p> <p>Price shall be scored as follows:</p> $P_s = X \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$ <p>Where P_s is the number of points scored for price P_t is the price of the tender under consideration P_{min} is the price of the lowest responsive tender.</p> <p>X is the Points assigned to price</p>



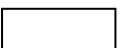
Clause Number	Clause Heading	Data / Wording																											
		<table border="1" data-bbox="603 293 1187 996"> <thead> <tr> <th></th> <th colspan="2">POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> <td>90</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> <td>10</td> </tr> <tr> <td>TARGETED GROUP</td> <td></td> <td></td> </tr> <tr> <td>Women Ownership more than 51%</td> <td>3</td> <td>1.5</td> </tr> <tr> <td>Youth Ownership more than 51%</td> <td>2</td> <td>1</td> </tr> <tr> <td>Location of enterprise (local equals province) – Gauteng</td> <td>10</td> <td>5</td> </tr> <tr> <td>Black Ownership more than 51%</td> <td>5</td> <td>2.5</td> </tr> <tr> <td>Total points for Price and SPECIFIC GOALS</td> <td>100</td> <td>100</td> </tr> </tbody> </table> <p data-bbox="1209 331 1509 465">Preference points shall be based on the Specific Goal as per below:</p> <p data-bbox="1209 568 1509 636">The following table 2 is applicable.</p> <p data-bbox="1209 703 1509 936">Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</p> <p data-bbox="1209 972 1299 1003">Notes:</p> <p data-bbox="544 1039 1509 1254">3.1.1. “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).</p> <p data-bbox="544 1294 1509 1433">3.1.2. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and are in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p data-bbox="544 1473 1509 1576">3.1.3. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p data-bbox="544 1617 1509 1800">3.1.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p> <p data-bbox="544 1841 1509 2016">3.1.5. A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.</p>		POINTS		PRICE	80	90	SPECIFIC GOALS	20	10	TARGETED GROUP			Women Ownership more than 51%	3	1.5	Youth Ownership more than 51%	2	1	Location of enterprise (local equals province) – Gauteng	10	5	Black Ownership more than 51%	5	2.5	Total points for Price and SPECIFIC GOALS	100	100
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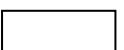
Clause Number	Clause Heading	Data / Wording
		<p>3.1.6. A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.</p> <p>3.1.7. No tender will be awarded to a bidder whose tax matters are not in order with SARS.</p> <p>3.1.8. No tender will be awarded to a bidder who is not registered on CSD.</p> <p>3.2.1. Formula for scoring tender price.</p> <p>The following formula will be used to calculate the points for price. $P_s = X \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$ </p> <p>Where P_s = Points scored for comparative price of tender under consideration P_t = Comparative price of tender under consideration P_{min} = Comparative price of lowest acceptable tender X = Points assigned to price</p> <p>8.3.3 The total preference points for a tender are calculated with the formula.</p> <p>PP = Ps + Pbee Where PP is the total number of preference points scored by the tenderer. Ps is the points scored for the comparative price of the tenderer, and Pbee is the number of points awarded to the tenderer based on his certified B-BBEE status level.</p> <p>POINTS AWARDED FOR PRICE WILL BE BASED ON BELOW ITEMS</p> <ol style="list-style-type: none"> 6. Sheet 1 – Interlocking Concrete Pipes (Excl. VAT, Excl. Delivery) 7. Sheet 2 – Rectangular Portal Culverts (Excl. VAT, Excl. Delivery) 8. Sheet 3 – Manhole Rings (Excl. VAT, Excl. Delivery) 9. Sheet 4 – Manhole Slabs (Excl. VAT, Excl. Delivery) 10. Sheet 5 – Concrete Lid & Frame (Excl. VAT, Incl. Delivery) <p>OBJECTIVE CRITERIA / RISK TOLERANCE</p> <p>JDA reserves the right to award a bid to a bidder who has exceeded the threshold in terms of number of contracts as stated above.</p> <p>The number of contracts/projects within a particular financial year or over two financial years in line with the JDA risk tolerance Framework</p> <ul style="list-style-type: none"> • The greater of R120 million or four contracts/projects within a particular financial year or



Clause Number	Clause Heading	Data / Wording				
	<p>Technical Evaluation</p>	<p>A company must be able to prove manufacturing capacity of at least 50% of the categories in the Schedule of Rates.</p> <p>This may be done by submitting the product specific SABS Certificates</p>	<p>100</p>	<p>Ten (10) of the Item Categories in Schedule</p> <p>Nine (9) of the Item Categories in Schedule</p> <p>Eight (8) of the Item Categories in Schedule</p> <p>Seven (7) of the Item Categories in Schedule</p> <p>Six (6) of the Item Categories in Schedule</p> <p>Five (5) of the Item Categories in Schedule</p>	<p>Points will only be allocated for, when a bidder has submits, as part of their returnable documents, a valid and current product certification issued by the South African Bureau of Standards (SABS), confirming that the tendered concrete products comply with the applicable South African National Standard (SANS). These Must Be in the Companies Name and verifiable.</p>	<p>100</p> <p>90</p> <p>80</p> <p>70</p> <p>60</p> <p>50</p>
	<p>Disqualification Criteria</p>	<p>BIDDERS WILL BE DISQUALIFIED FOR:</p> <ul style="list-style-type: none"> • Failing to produce valid and verifiable ISO certificates • Failing to prove manufacturing capacity of 5 items listed below (Subject to also in-loco site verifications) : <ol style="list-style-type: none"> 1. Sheet 1 – Interlocking Concrete Pipes (Excl. VAT, Excl. Delivery) 2. Sheet 2 – Rectangular Portal Culverts (Excl. VAT, Excl. Delivery) 3. Sheet 3 – Manhole Rings (Excl. VAT, Excl. Delivery) 4. Sheet 4 – Manhole Slabs (Excl. VAT, Excl. Delivery) 				

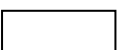


Clause Number	Clause Heading	Data / Wording
		<p>5. Sheet 5 – Concrete Lid & Frame (Excl. VAT, Incl. Delivery)</p> <ul style="list-style-type: none"> • Failing to get the minimum of 70 Points as per the Technical Evaluation Scoresheet • Failure to complete and sign the Offer page; • Failure to complete and submit a Schedule of Rates in full; • Failure to duly complete Form A3 (where required) that includes for any addenda that may have been issued where such addenda has a material effect on the price; • Termination during the last five (5) years on previous contracts with the JDA or any other organ of state after written notice was given to that bidder; • Service providers will be scored zero (0) for failure to claim, complete and attach evidence for preferential procurement preference • Completing the tender document in pencil; • Submitting a bid after the closing date and time. • Failure to attend the compulsory site briefing session • Failure to correctly carry forward any and all totals/amounts from their priced Schedule of Rates to the Final Summary and Offer pages. • Failure to complete MBD 6.2 form and annexure C.
<p>F.3.13</p>	<p>Conditions of Contract Award</p>	<p>Contracts will only be awarded if:</p> <ol style="list-style-type: none"> a) A copy of a valid Tax Compliance Status letter. No tender will be awarded to a bidder whose tax matters are not in order with the South African Revenue Service (SARS) at the time of award. b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. d) The tenderer has not: <ol 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. e) The tenderer has completed the Declaration of Interest 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. f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the



JOHANNESBURG DEVELOPMENT AGENCY (JDA) CONTRACT No.: POVCP/2026

Clause Number	Clause Heading	Data / Wording
		<p>Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>h) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority / municipality.</p> <p>i) No tender will be awarded to a bidder not registered on the National Treasury Central Supplier Database (CSD).</p> <p>No tender will be awarded to a bidder who does not have a valid COIDA Letter of Good Standing.</p>
F.3.18	Number of Paper Copies	One original document and a scanned copy of the submission document in a USB memory stick

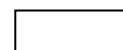


T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 Returnable Documents and Schedules required for tender evaluation purposes

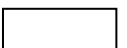
The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender
- Form A2:** Declaration of Interest
- Form A3:** Record of Addenda to Tender Documents
- Form A4:** Banking Details
- Form A5:** Proposed Amendments and Qualifications (if any)
- Form A6:** Certificate of Authority for Targeted Enterprise Partners/Subcontractors
- Form A7:** MBD9 Certificate of Independent Bid Determination
- Form A8:** Particulars of any contracts awarded by an organ of state during the last 5 years
- Form A9:** Fulfilment of the Construction Regulations
- Form A10:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
- Form A11:** Business Declaration
- Form A12:** A copy of a valid Tax Pin Number
- Form A13:** Copy of current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity
- FORM A14:** ~~Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC form (Refer C1.3) (Form A14)~~
- Form A15:** MBD5 Declaration for Procurement above R10 million (Vat Included)
MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
- Form A16:** MBD8 Declaration of Bidders Past Supply Chain Management Practices
- Form A17:** Declaration of State of Municipal Accounts
- Form B2:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit a sworn affidavit
- Form B3:** Schedule of Recently Completed Contracts
- Form B4:** Schedule of Current Contracts
- Form B6:** Schedule of Proposed Subcontractors
- Form B8:** Estimated Monthly Expenditure
- Form B9:** Methodology Statement
- Form B15:** Schedule of Rates
- Form B16:** MBD6.2 Declaration Certificate for Local Production and Content for Designated Sectors
- Form B17:** Consent and Acknowledgement in terms of the Protection of Personal Information Act 2013 (POPI)
- Form B18:** COIDA Letter of Good Standing
- Form B19:** ISO Certificates
- Form B20:** SABS Certificates



T2.1.2 Other Documents that will be incorporated into the contract

- Form of Offer and Acceptance
- Contract Data
- Priced Schedule of Rates
- Occupational Health and Safety Agreement (C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 (C1.5)



FORM A1: Authority to Sign Tender

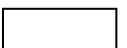
Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.

.....
SIGNATURE

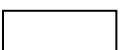
(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM A2: 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/adjudging 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, shareholder):
 - 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**
If yes, furnish particulars.....
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
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**
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**
If yes, furnish particulars.....
.....



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

If yes, furnish particulars.....

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

If yes, furnish particulars.....

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

If yes, furnish particulars.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

CERTIFICATION

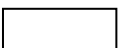
I, **THE UNDERSIGNED** (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 Position

.....
 Name of Bidder Date

* MSCM Regulations: “in the service of the state” means to be –
 (a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;
 (b) a member of the board of directors of any municipal entity;
 (c) an official of any municipality or municipal entity;
 (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act



No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

** "Stakeholder" 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.



FORM A3: Record of Addenda to Tender Documents

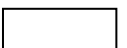
We confirm that the following communications received from the Employer's Representative before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....
Signature

.....
Date

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



JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM A4: Banking Details

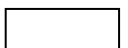
I/We hereby authorise the Employer to approach the following bank for the purposes of obtaining a financial reference:

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

.....
SIGNATURE

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

.....
DATE



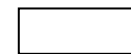
JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM A6: Certificate of Authority for Targeted Enterprise Partners/Subcontractors

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

NAME OF FIRM	PERCENTAGE PARTICIPATION	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner			Signature:
			Name:
			Designation:
CIDB registration no:			
Partner			Signature:
			Name:
			Designation:
CIDB registration no:			
Partner			Signature:
			Name:
			Designation:
CIDB registration no:			

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



JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM A7: MBD9 Certificate of Independent Bid Determination

I, the undersigned, submitting the accompanying bid:

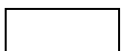
**(JOHANNESBURG DEVELOPMENT AGENCY (JDA) CONTRACT No.: POVCP/2025
Appointment of a panel of suppliers for the supply and delivery of various concrete products
for city of Johannesburg on an as-and-when required for period of 36 months**

JOHANNESBURG DEVELOPMENT AGENCY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or



(f) bidding with the intention not to win the bid.

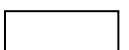
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM A8 (Continued)

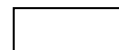
EMPLOYER	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

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

.....
DATE

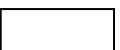
Organ of State means-

- a) a national or provincial department;
- b) a municipality;
- c) a constitutional institution defined in the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- d) Parliament;
- e) a provincial legislature;
- f) any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the [Minister](#) by notice in the *Government Gazette* as an institution or category of institutions to which [this Act](#) applies;



FORM A10: Questionnaire on Tenderer's Procedures with respect to the Occupational Health and Safety Act (OHACT) and Construction Regulations.

1. Name of the employee to be appointed as Construction Manager [Construction Regulation 8 (1)]
.....
2. Name of the employee to be appointed as Construction Supervisor [Construction Regulation 8 (7)]
.....
3. Names of the competent employees to assist the Construction Supervisor [Construction Regulation 8 (8)]
.....
.....
4. Name of the person to be appointed to conduct base line and ongoing risk assessments [Construction Regulation 9 (1)]
.....
5. Name of competent person to be appointed as occupational health and safety officer [Construction Regulation 8 (6)]
.....
6. Will the employees to be appointed on the project be in possession of proof of health and safety induction training that will address the project specific risks and exposures [Construction Regulation 9 (1) (a)]? Yes / No.
If no, what are the tenderer's proposals for such training?
.....
7. Are the tenderer's tools, plant and equipment tested and inspected regularly i.e. daily for vehicles and equipment and at least weekly for other tools and hand tools in terms of safety compliance? Yes/No
If no, what are the tenderer's proposals for such testing?
.....
8. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment? Yes/No
If no, what are the tenderer's proposals for such designation?
.....
.....



9. What other measures will the tenderer take to comply with the OHSACT and the Construction Regulations?..... Yes/No

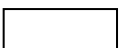
If no, what are the tenderer's proposals to comply with this requirement?
.....
.....

9. Is the tenderer registered and in good standing with the Compensation Commissioner or duly approved compensation insurer?..... Yes/No

.....
SIGNATURE

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

.....
DATE



FORM A11: Business Declaration

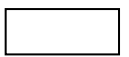
Tender/RFP Number :
Tender/RFP Description :
Name of Company :
Postal Address :
.....
Physical Address :
.....
Telephone :
Fax :
Contact Person :
Cell Phone Number :
E-Mail Address :
Company/enterprise Income :
Tax Reference Number ** :
(Insert personal income tax number if a one-person business and personal income tax numbers of all partners if a partnership)
VAT Registration Number :
Company Registration Number:

1. Type of Firm
- Partnership
 - One-person business/sole trader
 - Close corporation
 - Public company
 - Private company
- (Tick One Box)

2. Principal Business Activities
.....
.....

3. Total number of years the firm has been in business:

4. Detail all trade associations/professional bodies in which you have membership.
.....
.....



5. Did the firm exist under a previous name?

Yes

No

(Tick one box)

If yes, what was its previous name.....

6. How many permanent staff members are employed by the firm?

Full Time:

Part Time:

7. What is the enterprise's latest annual turnover (excl. VAT): R.....

8. List the personnel or firms who provide the following services:

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

BANK DETAILS

I/We hereby request and authorize you to pay any amounts which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB Electronic Fund Transfer Service" and

I/We also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher.

This authority may be cancelled by me/us giving 30 days' notice in writing.

BANK:

BRANCH:

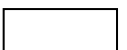
BRANCH CODE:

ACCOUNT NUMBER:

ACCOUNT HOLDER:

TYPE OF ACCOUNT:

PLEASE INCLUDE ORIGINAL SIGNED AND STAMPED LETTER FROM THE BANK CONFIRMING THE COMPANY'S BANKING DETAILS, PHOTOSTAT COPIES AND LETTERS BEARING ELECTRONIC SIGNATURES WILL NOT BE ACCEPTABLE.



The undersigned, who warrants that he/she is duly authorised to do so on behalf of the company, affirms that the information furnished in response to this request for proposal is true and correct:

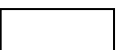
SIGNATURE :

NAME IN FULL :

CAPACITY :

DULY AUTHORIZED TO SIGN ON BEHALF OF:

DATE :



FORM A12: A copy of a valid Tax Pin Number.

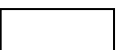
The tenderer shall include as an attachment to their submission a copy of a valid Tax Pin Number which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

.....
SIGNATURE

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

.....
DATE



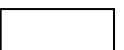
FORM A13: Municipal Accounts

The tenderer shall include as an attachment to their submission a copy of the current Municipal Account in the name of the Tenderer or alternatively in the names of the Directors/Partners of the tendering entity.

In the event of a joint venture each member shall comply with the above requirement.

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

.....
DATE



FORM A14: Letter of Intent

The tenderer shall include as an attachment to their submission a Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the GCC form (Refer C1.3) (Form A14).

A fixed performance guarantee must be submitted 14 days from date of commencement as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.

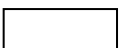
The following conditions for the Guarantee shall apply:

Guarantors must be licensed by the Registrar of Financial Services Providers in terms of the Financial Advisory and Intermediary Services Act of 2002 (No. 37). Guarantees must be either insurance-backed or cash-backed. For insurance-backed guarantees, the guarantor must submit written confirmation from an underwriting management agency authorised to underwrite on behalf of an insurer or insurer registered with the Registrar of Short-Term Insurance in terms of the Short-Term Insurance Act of 1998 (No.53). For cash-backed guarantees, the guarantor must submit written confirmation from a bank registered with the Registrar of Banks in terms of the Banks Act of 1990 (No. 94). Guarantees issued by National Credit Providers as defined in, and regulated by, the National Credit Act of 2005 (No. 34) will not be accepted”..

.....
SIGNATURE

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

.....
DATE



FORM A15: Declaration for Procurement above R10 million (MBD 5)

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

YES / NO

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

.....
.....

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

YES / NO

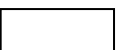
2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

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

YES / NO



3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, **THE UNDERSIGNED (NAME)**

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

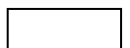
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

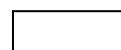
- 1. Price; and
- 2. Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE WILL BE BASED ON BELOW ITEMS

- 1) Sheet 1 – Interlocking Concrete Pipes (Excl. VAT, Excl. Delivery)
- 2) Sheet 2 – Rectangular Portal Culverts (Excl. VAT, Excl. Delivery)
- 3) Sheet 3 – Manhole Rings (Excl. VAT, Excl. Delivery)
- 4) Sheet 4 – Manhole Slabs (Excl. VAT, Excl. Delivery)
- 5) Sheet 5 – Concrete Lid & Frame (Excl. VAT, Incl. Delivery)

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

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

80/20 or 90/10

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

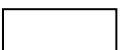
or $Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE WILL BE BASED ON BELOW ITEMS



1. Sheet 1 – Interlocking Concrete Pipes (Excl. VAT, Excl. Delivery)
2. Sheet 2 – Rectangular Portal Culverts (Excl. VAT, Excl. Delivery)
3. Sheet 3 – Manhole Rings (Excl. VAT, Excl. Delivery)
4. Sheet 4 – Manhole Slabs (Excl. VAT, Excl. Delivery)
5. Sheet 5 – Concrete Lid & Frame (Excl. VAT, Incl. Delivery)

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

80/20 or 90/10

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

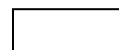
- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where both the 90/10 and 80/20 preference point systems are applicable, corresponding points must also be indicated as such.

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



The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership more than 51%	1.5	3		
Youth Ownership more than 51%	1	2		
Location of enterprise (local equals province) – Gauteng	5	10		
Black Ownership more than 51%	2.5	5		
Total Points	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

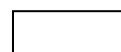
4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



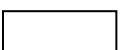
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages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

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

SURNAME AND NAME:

DATE:

<p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

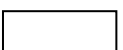


FORM A16: Declaration of Bidder’s Past Supply Chain Management Practices (MBD 8)

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all the bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No



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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

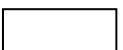
**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM A17: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:
Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

Name of bidder:

.....

Registration Number:

.....

Municipality where business is situated

.....

Municipal account number for rates:

.....

Municipal account number for water and electricity:

.....

Names of all directors, their ID numbers and municipal account number.

1.

2.

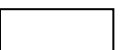
3.

4.

5.

6.

7.



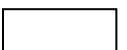
C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

Signature

Date



FORM B2: B-BBEE Certificate

The tenderer shall include as an attachment to their submission a valid originally certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating. An EME must submit a sworn affidavit confirming the following:

- Annual Turnover Revenue of R10 million or less; and
- Level of Black ownership
- Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

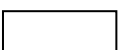
.....

SIGNATURE

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

.....

DATE



JOHANNESBURG DEVELOPMENT AGENCY (JDA)

FORM B3: Schedule of Recently Completed Contracts

The Tenderer shall list below five pipeline works contracts of a **similar nature** completed by the Tenderer in the past five years. Similar nature refers to pipeline projects, with a minimum value of R5m. This form is to be completed and submitted together with reference letters from the employer on their letterhead for each of the projects listed.

This information is material to the award of the Contract.

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

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

.....
Signature

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

.....
Date

FORM B4: Schedule of Current Contracts



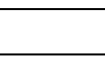
FORM B8: Estimated Monthly Expenditure

The Tenderer shall state below the estimated value of work to be completed every month based on his preliminary programme of 6 months and his tendered unit rates.

*** The amounts for contingencies must not be included.**

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

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



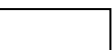
FORM B12: Financial Statements

The tenderer shall include as an attachment to their submission the Audited Financial Statements for the past three years.

.....
SIGNATURE

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

.....
DATE



FORM B13: Bank Rating

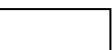
The tenderer shall include as an attachment to their submission a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender.

In the event of a joint venture each member shall comply with the above requirement.

.....
SIGNATURE

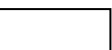
(of person authorised to sign on behalf of the Tenderer)

.....
DATE



FORM B15: Schedule of Rates (SoR) (Refer C2.2)

The SoR pages in white (see C2.2), must be completed in full, completed in pen, corrections are to be crossed out and initialled, and each page initialled.



FORM B16: Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

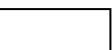
$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



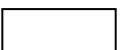
2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Aggregates	100%
Fire components	100%
Valves products and actuators	100%
Asphalt	100%
Paving Blocks	100%
Geotextile Kaymat	100%
Plastic Pipes	100%
Reinforcing Bars	100%
Retro-reflective paint	100%
Cement	100%
Precast concrete Pipes	100%

- 4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)



JOHANNESBURG DEVELOPMENT AGENCY (JDA) CONTRACT No.: POVCP/2026

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

5.1. If yes, provide the following particulars:

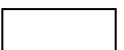
- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the

YES		NO	
-----	--	----	--

.....



dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL	CONTENT	DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)		

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO

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

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

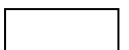
I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;



Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE:

WITNESS No.1

WITNESS No. 2

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input type="text"/>
(E2)	Tender description:	<input type="text"/>
(E3)	Designated products:	<input type="text"/>
(E4)	Tender Authority:	<input type="text"/>
(E5)	Tendering Entity name:	<input type="text"/>

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

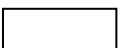
(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



Form B17: 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 Johannesburg Development Agency hereinafter referred to as “JDA”, 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 JDA 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 JDA requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, personal and work email and contact details.

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

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

- reporting initiatives to the COJ 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 and as may be directed by our POPI manual/Policy.
- Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

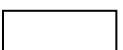
3. How will JDA process personal information?

JDA will only collect personal information for the purpose as stated above and for such specific purpose. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to JDA;
- from JDA’s own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

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



of another party/ies acquiring all of or a portion of JDA'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 JDA to process the personal information provided for the purpose stated:

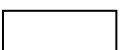
- I understand that withholding of or failure to disclose personal information will result in JDA being unable to perform its functions and/or any services or benefits I may require from JDA.
- Where I shared personal information of individuals other than myself with JDA, I hereby provide consent on 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 JDA not responsible in respect of any claims by any other person on whose behalf I have consented, against JDA 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 JDA 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 JDA 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 JDA agrees to same in writing. JDA 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 JDA Information Officer/SCM
- A copy of the full JDA policy is available.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JDA so that our records may be updated. JDA 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 JDA 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 JDA,
- 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.

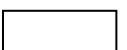
7. Queries relating to breach of personal information:

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

.....
SIGNATURE

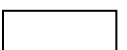
.....
DATE

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



B18: COIDA Letter of Good Standing

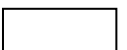
Tenderers are required to submit a valid Letter of Good Standing issued by the Compensation Fund (COIDA) in the name of the tendering entity. The letter must be current and valid for the duration of the tender validity period



B19: ISO Certificates

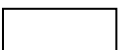
The Tenderer shall provide verifiable evidence of manufacturing compliance by submitting **at least two (2) distinct ISO certificates** active at the specific production plant where the contract deliverables will be manufactured.

The submitted certificates must govern either the factory's **Integrated Management System** (e.g., ISO 9001, ISO 14001, or ISO 45001) or **Technical Product Standards** specific to concrete production and conformity (e.g., ISO 22965). General trading, distribution, or administrative-only scopes are strictly unacceptable. Submissions falling short of this dual-certification threshold will be rejected immediately without evaluation.



B20: SABS Certificates

Tenderers shall submit, as part of their returnable documents, a valid and current product certification issued by the South African Bureau of Standards (SABS), confirming that the tendered concrete products comply with the applicable South African National Standard (SANS). Certification shall be in the name of the tendering entity and shall remain valid for the full duration of the supply contract. Submissions accompanied by expired, suspended, or third-party-held certification will be deemed non-responsive.



PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract In respect of the following works:

Appointment of a Panel of suppliers for the supply and delivery various concrete products for city of Johannesburg on an as-and-when required

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the 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 including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

TENDERER:

WITNESS:

Signature

Signature

Name

Name

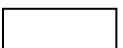
Capacity

Capacity

Date

Date

Name and address of organisation:



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 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this 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.

EMPLOYER:

WITNESS:

Signature

Signature

Name

Name

Capacity

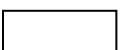
Capacity

Date

Date

Name and address of organisation:

JOHANNESBURG DEVELOPMENT AGENCY (PTY) LTD
NO. 3 PRESIDENT STREET (HELEN JOSEPH STREET)
NEWTOWN
JOHANNESBURG
JDA GCC 2015



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 changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

TENDERER:

EMPLOYER:

Signature

Signature

Name

Name

Capacity

Capacity

Name and address of organisation:

Name and address of organisation:

WITNESS:

WITNESS:

Signature

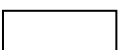
Signature

Name

Name

Date

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) _____ (year)

at _____ (place)

CONTRACTOR:

WITNESS:

Signature

Signature

Name

Name

Capacity

Capacity

Date

Date



C1.2 CONTRACT DATA

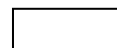
PART 1: Data Provided by the Employer

The general conditions of contract applicable to this contract shall be the General Conditions of Contract for Construction Works, Third Edition (2015) of the South African Institution of Civil Engineering (SAICE), read together with the Variations and Additions to the Conditions of Contract as well as the Data provided by employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document General Conditions of Contract for Construction Works, Third Edition (2015) for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.

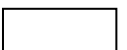
Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

CLAUSE/OPTION		DATA	
1.1.1.1 3	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.	
1.1.1.1 4.1	Start date	The starting date is the date which the contractor receives a signed copy of the contract document with a schedule of deviations, if any.	
1.1.1.1 4.2	The time for achieving Practical Completion is:	36 months from date of commencement as allocated by the Employer's Agent	
1.1.1.1 5	The name of the Employer is:	Johannesburg Development Agency (JDA)	
1.1.1.2 6	The Pricing Strategy is:	Price will be Fixed for 12 Months, thereafter escalation will be applied as per CPAP – Quantities Remeasurable	
1.2.1.2	The address of the Employer is:	Physical Address:	Johannesburg Development Agency P. O. BOX 61877 MARSHALLTOWN, 2107
		Postal Address:	P. O. BOX 61877 MARSHALLTOWN, 2107
		E-Mail Address:	mntema@jda.org.za
1.1.1.1 6	The name of the Employer's Agent is:	Mpho Calvin Ntema	
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	
		Postal Address:	
		E-Mail Address:	
5.16.3	The latent defect period is:	10 years, commencing on the day after the date of certification of Practical Completion	
6.2.2	Retention guarantee money	N/A	



JOHANNESBURG DEVELOPMENT AGENCY (JDA) CONTRACT No.: POVCP/2026

6.8.2	Adjustment in rates and/or prices	Application of the Contract Price Adjustment Factor: The tenderer is to submit a fixed price tender (not subject to contract price adjustment).
6.8.3	Price adjustment for variations in the cost of special materials	Not allowed
10.5	Determination of disputes	Ad-hoc Adjudicator
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

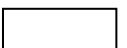


PART 2: Data Provided by the Contractor

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Supplier is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Facsimile:		
		• E-Mail Address:		
6.8.3	Price adjustments for variations in the cost of special materials (if applicable)	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

.....
Signature

.....
Date



ANNEXURE

C1.5 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____

between:

(name of company / organisation)

of

(address) and

(name of company / organisation) of

(address) (the Parties) and

(name of Adjudicator)

of _____

(address) (the Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____
and _____ known _____ as

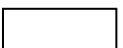
and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at

¹ Delete as necessary

² Delete as necessary



the request of either Party.

SIGNED

by:

Name: _____

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

SIGNED by:

Name: _____

who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

SIGNED by:

Name: _____

the Adjudicator in the presence of

Witness

Name: _____

Address: _____

Witness:

Name _____

Address: _____

Witness:

Name: _____

Address: _____

Date: _____

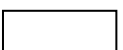
Date: _____

Date: _____

Contract Data

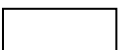
1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ³ currently registered for VAT.

³ Delete as necessary



JOHANNESBURG DEVELOPMENT AGENCY (JDA) CONTRACT No.: POVCP/2026

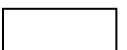
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.



PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Schedule of Rates. The agreement is based on the General Conditions of Contract for Construction Works, prepared by the South African Institution of Civil Engineering, 2015. The additions, deletions and alterations to the General Conditions of Contract for Construction Works as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Schedule of Rates are recited.
The method of measurement published by the Committee of Land Transport Officials in the Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 Edition is applicable, subject to the variations and amendments contained in COLTO (1998) standardised specification.
1. The Bill comprises items covering the Suppliers profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
2. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
3. Descriptions in the Schedule of Rates are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Schedule of Rates shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Schedule of Rates, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
7. The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall



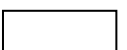
apply should work under these items actually be required.

8. The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.
9. Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
10. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Rates, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Rates and the quantities certified for payment. The **Ordering of materials** is not to be based on the Schedule of Rates, but only on information issued for construction purposes.
11. For the purposes of this Schedule of Rates, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	The number of units of work for each item
Rate	The payment per unit of work at which the Tenderer tenders to do the work
Amount	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

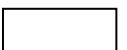
12. The units of measurement indicated in the Schedule of Rates are metric units. The following abbreviations may appear in the Schedule of Rates:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
no	=	number
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)



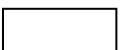
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

13. A payment item in the schedule of Quantities / Schedule of Rates must allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item must include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.
14. Tenderers are advised that all submitted rates and prices will be evaluated with reference to current market conditions. A pricing threshold has been established for adjudication purposes, and tenderers are encouraged to ensure their pricing is market-related and supportable.



C2.2 SCHEDULE OF RATES

SEE ATTACHED ANNEXURE A



PART C3: SCOPE OF WORK

C3.1. Description of the Works

C3.1.1. Overview of the works

C3.1.2. Extend of Works

C3.1.3. Location of works

C3.4.2 Inspect and Quality Assurance

C3.4.5 Documentation and Reporting

C3.2. Planning, programme, and method statements

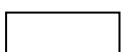
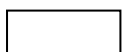
C3.3. Quality assurance

C3.4. Delivery requirements

C3.5. Health and Safety

C3.6. Environmental requirements

C3.7. Particular Specification



PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

The Johannesburg Development Agency intends to appointment of a panel of five (5) suppliers for the supply and delivery various concrete products for city of Johannesburg on an as-and-when required for a period of 36 months.

The objective of this tender is to establish a framework agreement over a period of thirty-six (36) months, enabling JDA to procure ready mix and precast concrete products on an as-and-when-required basis in a cost-effective, quality-controlled, and timely manner.

C3.1.2 Extent of Works

The scope of services under this contract includes, but not limited to the manufacturing, supply, loading, transporting, delivering and off-loading of various concrete products in the civil engineering space.

Products may include, but are not limited to:

- Precast concrete pipes (reinforced and unreinforced)
- Concrete slabs, cover slabs and lids
- Manholes, chambers and inspection chambers
- Stormwater culverts and culverts units
- Catchpits and stormwater inlets
- Headwalls, wingwalls and end structures
- Associated precast concrete fittings and components
- Ready Mix Concrete

All products shall comply with the relevant SANS/SABS standards, project specifications and municipal requirements.

C3.1.3 CONTRACT PERIOD

The appointment of the panel shall be valid for a period of **thirty-six (36) months** from the date of commencement, unless terminated earlier in accordance with the contract conditions.

C3.1.5 NATURE OF WORK

This is a framework / panel contract:

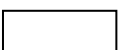
- No guarantee is given regarding minimum quantities or contract value.
- Orders will be issued through official call-off orders as and when required.
- JDA reserves the right to procure from one or more panel members per order.
- Panel members shall supply products strictly in accordance with the approved Schedule of Rates.

C3.2 LOCATION OF WORKS/DELIVERY

Delivery locations will vary and may include multiple sites within the Johannesburg metropolitan area or areas of JDA operations.

Suppliers shall be responsible for:

- Transport to site
- Safe off-loading at designated locations
- Coordination with site representatives



C3.3 STANDARDS AND COMPLIANCE

All the products shall:

- South African Bureau of Standards compliance.
- Relevant SANS standards (e.g., pipes, precast units. Etc)
- Material Specification
- Strength requirement (MPa classes)
- Provide manufactures certificates
- Meet quality durability and dimensional requirements

C.3.4 DELIVERY REQUIREMENTS

- Lead times (e.g. 3-14 days depending on the item)
- Emergency orders
- Transport responsibility

C3.5 HEALTH, SAFETY AND ENVIRONMENT COMPLIANCE

The supplier shall comply with:

- Occupational health and safety Act, 1993 (as applicable to delivery activities)
- Site specific safety requirements during delivery and off-loading.
- Environmental legislation related to transport, waste and dust control

Construction specific section 37(2) agreements are not applicable unless otherwise required at site level

C3.6 Inspections, tests and analyses

- .if it is a bid condition that the supplier to be produced or services to be rendered should at any stage during the production or execution or on the completion to inspection, the premises of the supplier shall be open, at all reasonable hours, for inspection by representative.

C3.7 PACKAGING, TRANSPORTING AND OFF-LOADING

All products shall be:

- Properly packaged and secured during transport
- Delivery using appropriate vehicles and lifting equipment
- Competent person to operate and offload
- Offloaded safely without damage to the product or surroundings

Any damage or defective product shall be replaced at the supplier's cost

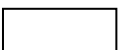
C3.8 DOCUMENTATION AND REPORTING

Supplier shall provide, when required:

- Delivery notes
- Certificates of compliance
- Proof of local content, where applicable
- Invoices linked to call-off orders

C3.9 PARTICULAR SPECIFICATION

This Particular Specification is particularly sets the technical requirements of the manufacture, supply and deliver of various concrete and precast concrete products, the specification apply exclusively to the quality, dimensions, materials including the manufacturing standards, handling and delivery of concrete products and do not include construction, installation or site work. All products supplied under this contract shall comply with the applicable South African National Standards (SANS) and recognised industry practice. Compliance shall be assessed in conjunction with the applicable Schedule of Rates (BOQ) items for identification and pricing purposes only.



Specifications

Concrete pipes, Culverts & Drainage

SANS 677 Concrete non-pressure pipes

SANS 986 Precast concrete culverts

SANS 50196/SANS 196 Concrete pipe systems

SANS 1350 Concrete kerb units and channels

Manholes and Chambers

SANS 1294 Precast concrete manholes, chambers, slabs and covers

SANS 588 Manhole Covers

Precast Concrete Products

SANS 50197-1/SANS 197-1 Cement compositions and conformity

SANS 5861/SANS 50100 Ready mixed concrete (Where applicable)

SANS 50100-1 Concrete materials, constituents and properties

Testing and Quality

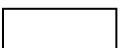
SANS 5865 Concrete testing methods

SANS 3001 Aggregates for concrete

SANS 1215 Concrete masonry units (If blocks are included)

Handling and Delivery

SANS 9001 Quality Management Systems



ANNEXTURE A: SCHEDULE OF RATES

