



JOHANNESBURG CITY PARKS AND ZOO

SETTLERS PARK UPGRADE

BID No: JCPZ/CID24/2021

JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

City Parks House, Ground Floor
40 De Korte Street
Braamfontein
Johannesburg

Project Enquiries:

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JOHANNESBURG CITY PARKS AND ZOO

Registration No: 2000/028782/08

P O Box 2824
Johannesburg
2000

The Senior Manager SCM
Supply Chain Management Unit
Telephone: 011-712 6625
Email: dhlatshwayo@jhbcityparks.com

Name of Bidder _____

Price Including VAT _____
(VAT REGISTERED ☐ / NON-VAT VENDOR ☐

(Price In-words) _____

Joint Venture ☐
Not a Joint Venture ☐
(Tick applicable box)

Contract Period: 2 Months

CIDB Grading: _____

Compulsory Briefing session: Venue: Settlers Park next to Eastgate Mall- Intersection of Cumberland Road and Allum Road

Date: Tuesday 29 March 2022 Time: 10:00am-11:00am

The closing date and time for receipt of tenders is Friday, 08 April 2022 at 12h00pm.

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

NB: Special Instruction: Due to COVID-19 and the National Department of Health requirements, submissions of completed tenders or responses will only be allowed on the following dates to the physical address provided above:

06-04-2022 (08:00 – 16:00pm)

07-04-2022 (08:00 – 16:00pm)

08-04-2022 (08:00 – 12:00pm before the closing time)

QUALIFICATION CRITERIA FOR FURTHER EVALUATION

Proof of Registration with **CSD** (Central Supplier Database) at National Treasury

CSD No: _____

Proof of registration with **CIDB** (Construction Industry Development Board)

CIDB NO. _____

Valid **Tax Pin** Number: _____

Companies' and/ or Directors latest **municipal statement or valid lease agreement** in their area of jurisdiction (not in arrears for more than 3 months (90 days)

Valid COID (CLASS V): Letter of good standing from the Department of Labour (Compensation for Occupational Injuries and Diseases Act

Provide Valid Certificate or Proof of Membership with a regulatory body where applicable;

Valid **Joint Venture** Agreement (If Applicable)

Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered;

The use of **correction fluid** is strictly prohibited and shall lead to disqualification;

All corrections must be initialled by the bidder;

Attend the compulsory briefing session (If Applicable)

Completion of the entire tender document as issued or downloaded is compulsory

NB: ALL DECLARATIONS SHOULD BE COMPLETED AND SIGNED, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED

NB: ONLY BIDDERS WHO COMPLY WITH THE ABOVE REQUIREMENTS WILL BE CONSIDERED FOR FURTHER EVALUATION

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

Johannesburg City Parks and Zoo

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NB: ALL DECLARATIONS SHOULD BE COMPLETED AND SIGNED, FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED



JOHANNESBURG CITY PARKS AND ZOO

Johannesburg City Parks and Zoo, the greening, conservation and cemetery management agency for the City of Johannesburg Municipality, invites **CIDB Grade 3SH or Higher** only contractors from suitably registered companies in the construction field for the UPGRADE of Florida Park over a period of 2 months. Proposals are to be submitted in line with terms of reference stipulated in the Terms of Reference section.

80/20 preferential procurement point system will be applied and preference will be given to bidders who are able to demonstrate the following:

Stage 1: Compliance on Qualification Criteria

Stage 2: Functionality

Stage 3: Price

80

BBBEE status Level of Contribution

20

The lowest, or any tender will not necessarily be accepted and Johannesburg City Parks and Zoo reserves the right to accept any tender either in whole or in part. Johannesburg City Parks and Zoo reserves the right not to award a bid, if the bidder is already engaged in other projects of similar nature within JCPZ. Telegraphic, telephonic, telex, facsimile and late bids will not be accepted. Bids may only be submitted on the bid document provided by JCPZ. It is the responsibility of the service provider to deposit the tender submission to the correct tender box at the address provided above. The bid validity will be 90 days from the closing date and may be extended up to 120 days.

Johannesburg City Parks and Zoo is committed to combat fronting. Insofar as it is legally permitted to do so, and provided that service delivery will not be severely influenced, contracts executed by fronting enterprises will be cancelled, the service provider in question will be blacklisted on its database of service providers and reported to the applicable authorities.

A compulsory clarification meeting with representatives of the Employer will take place at: **Settlers Park, next to Eastgate Mall-Intersection of Cumberland Road and Allum Road on 29 March @ 10:00am-11:00am**

The closing date and time for receipt of bids is Friday, 08 April 2022 at 12:00pm. Telegraphic, telephonic, telex, facsimile and late bids will not be accepted.

Fraud hotline number: 0800 002 587

For more information on bids and quotations visit our website www.jhbcityparksandzoo.com . Bids completed in Pencil will be regarded as invalid.

Johannesburg City Parks and Zoo

THE FOLLOWING PARTICULARS MUST BE FURNISHED

NAME OF BIDDER
ID NUMBERS OF SHAREHOLDERS
TAX NUMBERS OF SHAREHOLDERS.....
POSTAL ADDRESS
STREET ADDRESS
CONTACT PERSON
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER.....
FACSIMILE NUMBER CODE NUMBER.....
E-MAIL ADDRESS
COMPANY REGISTRATION NUMBER
VAT REGISTRATION NUMBER.....
COMPANY INCOME TAX NUMBER.....

TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? **YES/NO**
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

Bids must be submitted in Sealed Envelopes clearly marked "Bid For.....and Bid Number JCPZ/....."

Johannesburg City Parks and Zoo

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 (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (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 mainly applies.

Clause number	Tender Data
F1.1	The employer is Johannesburg City Parks and Zoo
F1.2	The Tender Documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice, invitation to tender and Functionality T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of Guarantee Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of Work Part C4: Site information C4 - Site information The tender documents issued by the employer comprise: Volume 1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Volume 2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (part 2) C2.2 Activity schedules / Bills of Quantities

F.1.2	Volume 3: The contract Part C1: Agreements and contract data C1.2 Contract data (part 1) C1.3 Form of Guarantee Part C2: Pricing data C2.1 Pricing instructions Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information
F.1.4	The employer's agent is : N/A
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluate on of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a strictly CIDB Grade 3SH or Higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the CIDB Grade 3SH or Higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 3SH or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.12	No alternative tender offers will be considered
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	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: Location of tender box: Johannesburg City Parks and Zoo Head Office, City Parks House, Ground Floor. Physical address: 40 De Korte Street, Braamfontein, Johannesburg Identification details: Tender reference number, Title of Tender and the closing date and time of the tender
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 working days may only be extended up to 120 days only
F.2.18	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.

F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.23	The tenderer is required to submit with his tender the following documents: an original valid Tax Clearance Certificate issued by the South African Revenue Services. Proof of residence (Provide Latest municipal account or Valid Lease Agreement) Company registration documents (Ck document) Valid COID Certificate (Class V) (Letter of Good standing) Valid CIDB Grade (Provide CRS number) Previous Experience on similar work successfully executed by the contractor (Provide Proof-References & Letters) Other supporting documents: BBBEE Certificate Public Liability Insurance Owners ID Copies Capacity to complete the project within shortened timeframe.
F.3.4	Tenders will be opened immediately after the closing time for tenders at 12h00pm on 08 April 2022. Location: Johannesburg City Parks and Zoo Head Office, Ground Floor
F.3.11.2	The procedure for the evaluation of responsive tenders is Method 4
F.3.13	the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document; the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: 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; the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
F.3.13	g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	JCPZ Risk Tolerance: A risk analysis shall be undertaken on the bidder with the highest number of PPPFA points. JCPZ Considers the risk exposure levels to be considerable on bidders that have been awarded in excess of two contracts each exceeding the amount of R1 500 000.00 and or have been awarded a contract in excess of R15 000 000.00 from JCPZ in the current financial year. JCPZ reserves the right to award a contract to a bidder who has exceeded the above mentioned threshold.

Johannesburg City Parks and Zoo

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes:

BBBEE Certificate
Record of Addenda to Tender Documents
Compulsory Enterprise Questionnaire
Certificate of authority for joint ventures (where applicable)
Schedule of Subcontractors
Proposed Amendments and Qualifications
Schedule of Plant and Equipment
Schedule of the Tenderer's Experience

2. Other documents required only for tender evaluation purposes:

Certificate of Contractor Registration issued by the Construction Industry Development Board
Where the tendered amount inclusive of VAT exceeds R 10 million:
audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
certificate certifying that the tenderer 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;
particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

3. Returnable Schedules that will be incorporated into the contract:

Preference Schedule (direct preferences) / Preferencing Schedule (contract participation goals)
Environmental Conditions and Contractor's Undertaking
Occupational Health and Safety Conditions

4. Other documents that will be incorporated into the contract

5. The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2. Bills of quantities

PAGE TO WHICH A PROOF OF BUSINESS REGISTRATION MUST BE ATTACHED:

CRS Number (CIDB Number): _____ CIDB Grade: _____

Please attach a copy of your Business registration to this page.

PAGE TO WHICH A VALID TAX COMPLIANCE STATUS CERTIFICATE MUST BE ATTACHED:

Please attach a valid Tax Compliance Status Certificate to this page.

PAGE TO WHICH A PROOF OF RESIDENCE (LATEST MUNICIPAL ACCOUNT) MUST BE ATTACHED:

Please attach any of the following to this page:

In the case where the bidder owns the property from which the bidder's business operates from, an original or a copy of the most recent municipal account must be submitted.

Or

In the case where the bidder does not own the property an original or copies of the most recent municipal account of all shareholder/s must be submitted.

Or

In the case where the bidder is a tenant for the purpose of its business establishment, the bidder to provide a proof of lease agreement.

PAGE TO WHICH A VALID COID CERTIFICATE MUST BE ATTACHED:

Please attach a valid COID Certificate from department of labour to this page.

PAGE TO WHICH A BBBEE CERTIFICATE MUST BE ATTACHED:

Please attach a BBBEE Certificate to this page.

PAGE TO WHICH REFERENCE LETTERS MUST BE ATTACHED:

Please attach a reference letters to this page.

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Shareholders ID numbers:

Section 5: Business Address:

Email: **Tel:** **Fax:** **Cell:**

Section 6: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 7: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 8: Record in the service of the state

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

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

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

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

*insert separate page if necessary

Section 9: Record of spouses, children and parents in the service of the state

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

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

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

*insert separate page if necessary

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Certificate of Authority for Joint Ventures (Attach JV Agreement)

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Schedule of Proposed Sub-contractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor

Sign:

Date:

Name:

Position:

Tenderer:

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Sign:

Date:

Name:

Position:

Tenderer:

Schedule of the Tenderer's Experience

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

The following is a statement of similar work successfully executed by myself / ourselves:

Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Sign:

Date:

Name:

Position:

Tenderer:

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

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

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

GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

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

The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

Preference points for this bid shall be awarded for:

Price; and
B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.3 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "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;

2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 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.

5.5 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 bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder 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 bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not 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, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?..... %
- (ii) the name of the sub-contractor?.....
- (iii) the B-BBEE status level of the sub-contractor?.....
- (iv) whether the sub-contractor is an EME or QSE?

YES / NO (delete which is not applicable)

Specify by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulation, 2017.

Designated Group: An EME or QSE which is at least 51% Owned	EME ✓	QSE ✓
Black People		
Black People who are youth		
Black People who are woman		
Black People who are disabled		
Black People living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black People who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) I cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and
 - (e) I forward the matter for criminal prosecution

WITNESSES:

.....

.....

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

Johannesburg City Parks and Zoo

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES IS:

Total Amount Excl.Vat : R

VAT : R

Total Amount Incl.Vat : R

..... Rand (in words Inclusive of Vat);

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

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 Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

for the

Employer

.....

Johannesburg City Parks and Zoo, 40 De Korte street, Braamfontein

Name and
signature
of witness Date

.....

Schedule of Deviations

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 Subject	
Details	
.....	
.....	
.....	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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.

Johannesburg City Parks and Zoo

C1.2 Contract Data

The Conditions of Contract are the *JBCC Series 2000 Minor Works Agreement (Edition 5.1)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205 9000) the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).

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

Clause	Data
1.1 1.2	The Employer is. Name: JOHANNESBURG CITY PARKS AND ZOO The address of the Employer is: Address (physical): 40 De Korte Street, Braamfontein, Johannesburg. Address (postal): PO BOX 2824, Johannesburg, 2000 Telephone: 011-712 6600. Facsimile: 011-403 4495. Registration number: 2000/028782/08
1.1	The contract sum is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance
1.7	The governing law is the law of South Africa
3.3 31.16.2	Waver of the contractor's lien or right on continuing possession is required.
3.6	The original signed set of contract documents is to be held by the employer .
10.1.1 12.6	Contract works insurance is to be effected by the contractor.
10.1.2 11.1-3 12.6	Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risk issued by the South African Special Risk Insurance Association.
14.1	The contractor is to provide a Fixed construction guarantee 10% of the contract sum .
15.3	The period for the commencement of the works after the contractor takes possession of the site is 5 working days.
15.4 28.0	Completion of the works in 1 months is required.

22.2	The type of work and extent of work to be undertaken by direct contractors is refer to specifications.
24.3.1 30.1-3	For the works as a whole : The penalty per calendar day is 0.2% of the contract value excluding VAT
31.3	There is no latest day of the month for the month for the issue of an interim payment certificate.
31.5.3 32.13)	The contract value shall be adjusted according to CPAP . The base month for the application of CPAP is the month prior to the closing of the tender and the following alternative indices are applicable:
40	Disputes resolution shall be by adjudication or
40	Disputes determinations shall be by arbitration
	The variations to the General Conditions of Contract are: Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.
	Delete "in terms of the JBCC Payment Certificate" in the definition for Payment Certificate
	Delete clause 1.6.4
	Replace clause 3.2 with the following: 3.2 The contractor shall provide: 3.2.1 A construction guarantee where so required in the contract data. 3.2.2 An advance payment guarantee where so required in the contract data. The guarantee shall be according to the JBCC Advance Payment Guarantee form in the amount as stated in the Contract Data.
	Replace 14.1 with the following: 14.1 The Contractor shall provide the type of construction guarantee stated in the contract data.
	Replace the word " priced document " in 19.1 and 19.2 with " agreement "
	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following: The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.
	Replace 40.2 with the following: 40.2 Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be referred by the party which gave such notice to adjudication, where the adjudication will be conducted in terms of the edition of the JBCC Rules for Adjudication current at the time when the disputes was declared. Replace "an arbitrator" at the end of 40.3.3 with "either arbitration where the arbitrator is to be appointed by the body whose rules shall apply or court proceedings as stated in the contract data." Replace "arbitration" at the end of 40.3.4 with "court of law"

Johannesburg City Parks and Zoo

C1.3 Form of Guarantee

Contract No

WHEREAS The Johannesburg City Parks and Zoo (hereinafter referred to as the Employer") entered into, a Contract with:

.....
(hereinafter called "the Contactor") on the day of 20.....,
for

at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.

This guarantee shall be limited to the payment of a sum of money.

The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of
..... Rand (in words); R (in figures)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Johannesburg City Parks and Zoo

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The**

Contractor means

Agent means

Works means

Site means

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R))	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

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

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2.

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus.

All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

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

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Johannesburg City Parks and Zoo

C2: Pricing Data

C2.2: Bill of Quantities

**BOQ MUST BE COMPLETED I FULL, FAILURE TO DO SO WILL
RESULT IN YOUR BID BEING DISQUALIFIED.**

Bill of Quantities for Construction - Settlers Park		FEBRUARY - 2022		
Item	Description			
1.0	PRELIMINARIES AND GENERAL - FIXED COST ITEMS			
	PREAMBLE			
	The client reserves the right to adjust the bill to meet the budgetary requirements of the project.			
	"The JBCC Preliminaries May 2005 v 4 edition for use with the JBCC Principal Building Agreement / N/S Subcontract Agreement / Minor Works Agreement March 2014 v 6.1 edition is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause"			
	Tenderers are advised to refer to the latest edition of the "Model. Preambles for trades forming part of the bills of quantities" of the Association of SA Quantity Surveyors when pricing this bill.			
	These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract, Standard and Special Specifications and Drawings.			
	Whenever reference is made to "The Landscape Architect (LA)" or "The Client's Representative" in the Bills of Quantities, it shall be construed to mean "The Project Manager".			
	A price or rate must be inserted, in ink, against each item in the Bills of Quantities. Failure to comply will lead to disqualification.			
	No alteration shall be made to the Bills of Quantities and no extra item shall be inserted. The Bidder shall satisfy himself that the Contract Sum arrived at by pricing the quantities and items given is sufficient compensation for constructing and maintaining the whole of the works in accordance with the Contract Documents.			
	For the purpose of payment by Interim Certificate of "Lump Sum" items the Project Manager may assess the portion of the work completed on the "Lump Sum" item and allow for payment of the portion of the "Lump Sum" he deems fair and reasonable. The total of all portions allowed shall not exceed the "Lump Sum". All interim payments shall be subject to the retention stipulated in the Contract Documents.			
	During construction the unit rate established for an item in one Bill of Quantities may be used as a basis for establishing a unit rate for similar work in another Bill of Quantities which contains no such item. No additional cost will be considered for such an eventuality.			
	The Contractor will be provided by the Employer with all the land occupied by the Permanent Works. Costs for temporary access to the works or additional working space shall be paid by the Contractor.			
	It shall be the responsibility of the Contractor to arrange for the removal of, or alteration to existing services where necessitated by the Works. Costs incurred will be paid under relevant items in the Bills of Quantities.			
	Quantities for site clearance, stripping and spreading shall be based on plan area cleared or stripped.			
	The rates for excavation items shall be deemed to include inter alia for setting aside spoil for reuse in the Works or disposing to approved tips identified by the Contractor in liaison with the Local Authority, except where otherwise provided for in the Bills of Quantities.			
	Generally, excavation items are based on volumes for structures and on linear measurements for certain pipelines. The work may be covered by one or more items. The rates shall include as appropriate for:- a) Breaking through surfaces, handling different classes of material separately; excavation beyond the net plan area of the foundations, for working space and for battering or timbering etc. b) Timbering c) Dealing with water from any source whatsoever d) Backfilling as specified e) Disposal of surplus spoil			
	When the site of any particular item of the Works has been sufficiently cleared of trees, undergrowth etc. and before any excavation or filling has been carried out, the Contractor shall carry out a survey under the supervision of the Project Manager's Representative to take, record and agree upon an adequate number of original ground levels. The data so obtained shall be used as a basis for the computation of excavation and filling. If for whatever reason the Contractor commences excavation without taking levels, the Project Manager's decision on the original ground levels to be used for computation will be final.			
	The volume of fill will be measured net to the finished levels as shown on the drawings or as amended by the Project Manager.			
	The rates for concrete shall include for making and testing concrete cubes and forwarding the results to the Project Manager. Testing to be carried out by a Test Laboratory approved by the Project Manager.			
	The rates for precast concrete paving shall include for all cutting, bedding, jointing and laying to falls.			
	The rates for precast concrete edging and kerbs shall include for formwork, concrete bed and backing, all cutting, jointing and laying.			
	All formwork must be cleaned and oiled prior to use. All exposed concrete edges shall have a 20mm chamfer unless otherwise directed. The formwork rates shall also be inclusive of all necessary box outs and cut outs for individual holes up to 1 square metre. The rates for forming rebates in concrete walls etc. shall include for forming pockets for the fish tail fixing cleats where required. Deductions from formwork quantities will be made for openings more than 1 square metre in area.			
	Formwork for upper surfaces inclined at 30 degrees or less to the horizontal is not measured and the cost of any such formwork used will be deemed to be included in the relevant concrete item rate.			
	Wrought formwork where specified will be measured to 150mm below final ground levels.			

Bill of Quantities for Construction - Settlers Park		FEBRUARY - 2022		
Item	Description			
	Items required for Structural Joints and Construction Joints shown on drawings shall be paid for as per the rates in the Bills of Quantities; the rate for providing and fixing PVC water bar is deemed to be inclusive of all joints, overlaps, junctions, welding, etc. formwork not shown on drawings shall be deemed to be included in the unit rates for concrete work.			
	All rates and sums in the Bills of Quantities shall be in South African Rand.			
	All pipe diameters indicated in the Bills of Quantities and on Drawings are nominal. Fittings dimensions to suit size/type of pipes supplied by the Bidder and Bidder's rates are deemed to allow for this. No additional cost adjustment will be allowed.			
	All quantities have been measured in Metric Units.			
	The rates for metalwork shall include for bolts, nuts, washers and rag-bolts, fixing as specified or in accordance with the manufacturer's instructions and rectifying as specified any parts of the painted, coated or galvanized surface that may be damaged either before or after erection.			

Bill of Quantities for Construction - Settlers Park		FEBRUARY - 2022	
Item	Description		
DEFINITIONS OF TERMS USED IN THE BILL OF QUANTITIES			
	'Provide' - shall mean all costs to cover purchase of materials in good condition, services for transaction with the supplier, supervision, transport to site of works all charges for rental, consumptions, overheads and profits throughout the Contract. It shall also include for all maintenance, insurance and handling and storage whenever applicable.		
	'Excavate for' - shall mean handling of any material from its incumbent position intended for specified work shown in the drawings or directed by the Project Manager and backfilling and compacting part of material after laying of pipes or erection of structures, and cart away remaining to tips to be provided by the Contractor. The cost for this work shall include all survey, supervision, labour, tools, machinery, protection of work, pumping, insurances and overheads and profits.		
	'Laying' - shall cover all work necessary for placing an object or material to true line and level specified in a drawing or as directed by the Project Manager.		
	'Joining' - shall mean process of fixing specified material, pipes, fittings and specials together using appropriate tools, material, labour and machinery. It should cover for all work necessary to provide matching of opposite parts in size, shape and position indicated and clamps, seatings and holders to hold firmly.		
	'Testing' - shall mean provision of all materials, apparatus, labour, machinery, charges for the media or chemical to be used and their transport, repair of object to be tested if required, re-testing, excavation of any part for visual inspection, erection of any type all until the object has been certified as having passed the required test satisfactorily.		
	'Install' - shall include for all work requirements stipulated for "laying" and "joining". It will cover all expenses for the provision of labour, materials, removal from stores, complete erection, installation, supervision, site testing and commissioning as per the Specifications.		
	Explanation of abbreviations used in the Bills of Quantities are as follows:-		
	L.S. - Lump Sum		
	P.S. - Provisional Sum		
	E.O. - Extra Over		
	Max. - Maximum		
	Min. - Minimum		
	incl. - Included		
	Nr - Number		
	mm - Millimetre		
	m - Linear Metre		
	m ² - Square Metre		
	m ³ - Cubic Metre		
	Ha. - Hectare		
	Kg. - Kilogram		
	dia. - Diameter		
	E.C. - Epoxy Coated		
	uPVC - Plasticised Polyvinyl Chloride		
	HDPE - High Density Polyethylene		
	G.I. - Galvanized Iron		
	G.M.S. - Galvanized Mild Steel		
	PE - Polyethylene		
	Hr. - Hour		
	The unit rates for the various items listed in the BOQ shall include, except insofar as it is otherwise provided under the Contract, all labour, construction equipment, materials, erection, maintenance, supervision, insurances etc. set forth or implied in the Contract. These are all deemed to include all allowances for waste or surplus of any kind, which are not subject to measurement.		
	The rates to be indicated in the Bills of Quantity shall be excluding Government duties and taxes (including any input VAT paid on purchase of materials etc.). The duties and taxes elements shall be added to the Bill Totals in the Collection Sheet of each Bill. The total for each Bill exclusive and inclusive of duties and taxes will be carried to the Bill of Quantity Summary. The Total of Bills of Quantity Summary shall be carried to the Form of Bid.		
	Notes: All items are to include transport, labour and handling		
	All works are to be done in accordance with SABS specifications and the Environmental Management Plan or good practice		
	All listed items are to be supplied and installed with instruction from Principal agent.		
	Sample(s) of all custom items manufactured on site must be approved before installation.		
	Program / Penalties: A construction program is to be presented and approved by the client prior to the commencement. Penalties will apply at a mutually agreeable rate that must be agreed on prior to construction commencing.		

Bill of Quantities for Construction - Settlers Park		FEBRUARY - 2022		
Item	Description			
1.0	PRIME COST ITEMS			
	Attendance on nominated Sub-Contractors shall include for all or any of the following as appropriate - labour, materials and plant required for taking delivery, carting, storing, hoisting and builder's work entailed in fixing, erecting and installing as specified or in accordance with the manufacturer's instructions and all overheads and profits.			
	When, in the opinion of the Project Manager, it is reasonable to expect the Contractor to price the attendance item it will be so included in the Bills of Quantities. In all other cases it will form the subject of a Provisional Sum to be expended on a Day works basis.			
	Profit shall include for establishment charges, profit and any other costs not included in the attendance item.			
	The rates for the supply of any mechanical and electrical equipment shall include for the submission of factory test results.			
	FIXED-CHARGE ITEMS			
	All fixed charge items are to be priced in the summary below:			
	Contractual Requirements i.e. supply of a copy of current applicable JBCC Principal Agreement Contract document			
	Political riot and malicious damage insurance			
	Contractor's All Risk insurance: Projects more than R10 million			
	Public Liability to the value of R1 000 000 per claim with minimum excess of R10 000			
	Locate services (known and unknown) on site and survey positions and depths before commencing with construction in proximity of services			
	Permits and wayleaves			
	Site Establishment:			
	Operate and maintain facilities on site			
	Provision of a Risk Assessment Report			
	Compliance with the Occupational Health Safety Act i.e. provision of medical tests certificates for all site personnel, safety induction, first aid etc.			
	Provision and implementation of an Occupational Health and Safety Plan			
	Provision of Personnel Protective Clothing (PPE) for all Contractor personnel, including subcontractors, suppliers and site visitors			
	Water supplies, electric power and communications			
	Supervision for the duration of the project			
	Safety Officer for duration of the project			
	Compliance with, and record keeping as required by EPWP administration as per the tender document			
	Access control and safeguarding / securing the site			
	Offices and Storage sheds			
	Ablution and latrine facilities			
	Telephones			
	Remove Contractor's site establishment			
	Survey instruments			
	Tools and equipment			
	Protection against water			
	Other fixed-charge obligations			
1	PRELIMINARIES AND GENERAL - FIXED COST ITEMS - 2 MONTHS	ea.	2	R -

Bill of Quantities for Construction - Settlers Park					FEBRUARY - 2022	
Item	Description	Unit	Qty.	Rate	Total	
2	PRELIMINARIES AND GENERAL - PRIME COSTS, SERVICES, TIME RELATED AND DAYWORKS ITEMS					
2.1	PROVISIONAL SUM: Concrete cube tests as ordered by Landscape Architect / Engineer.	ea.	20,00		R	-
	SCHEDULED TIME-RELATED ITEMS					
2.2	Allow the PROVISIONAL AMOUNT for: Community Liaison Officer Salary	month	2,00		R	-
	DAYWORKS					
	Provide rates for labour required on an "as and when required basis". Rates are to include transport and management.					
	Labour rates will only apply for the construction utilizing material only items.					
	All prices for machinery are wet rate.					
	All day works executed on instruction of the Principal Agent only					
	LABOUR CHARGES					
2.3	Allow the PROVISIONAL AMOUNT for: Unskilled/ EPWP	month	2,00	20 000,00	R	-
2.4	PLANT CHARGES					
	Supply plant (equipment/tool), fuel, operator and operate:					
	Tipper trucks Capacity 3m³ (small)	hour	1,00		rate only	
	Tipper trucks - Capacity 5m³ (medium)	hour	1,00		rate only	
	Tipper trucks-Capacity 10m³ (large)	hour	1,00		rate only	
	Flatbed trucks-Capacity 2 ton (small)	hour	1,00		rate only	
	Flatbed trucks-Capacity 5 ton (medium)	hour	1,00		rate only	
	Flatbed trucks-Capacity 10 ton (large)	hour	1,00		rate only	
	LDV up to 1 ton	hour	1,00		rate only	
	Water tankers-Capacity 500 litre (small, towable)	hour	1,00		rate only	
	Water tankers-Capacity 8 000 litre (medium)	hour	1,00		rate only	
	Water tankers-Capacity 15 000 litre (large)	hour	1,00		rate only	
	Crawler excavators-Smaller than 93kw (small)	hour	1,00		rate only	
	Crawler excavators-Bigger than 93kw but smaller than 200kw (medium)	hour	1,00		rate only	
	Crawler excavators-Bigger than 200kw but smaller than 400kw (large)	hour	1,00		rate only	
	Tractor loader backhoe (TLB) - Smaller than 70kw	hour	1,00		rate only	
	Walk behind vibrating rollers- Model - Bomag 60 or similar (small)	hour	1,00		rate only	
	Walk behind vibrating rollers- Model - Bomag 76 or similar (medium)	hour	1,00		rate only	
	Walk behind vibrating rollers-Model - Bomag 90 or similar	hour	1,00		rate only	
	Vipac or similar Plate compactors	hour	1,00		rate only	
	Concrete mixers - Volume 100 litre wet (small, towable)	hour	1,00		rate only	
	Concrete mixers-Volume 175 litre wet (medium)	hour	1,00		rate only	
	Concrete mixers-Volume 250 litre wet (large)	hour	1,00		rate only	
	Diesel compressors including hoses and tools-Capacity smaller than 200 cfm (small)	hour	1,00		rate only	
	Diesel compressors including hoses and tools-Capacity bigger than 200 cfm smaller than 400 cfm (medium)	hour	1,00		rate only	
	Diesel compressors including hoses and tools-Capacity bigger than 400 cfm (large)	hour	1,00		rate only	
	Water pump-Capacity smaller than 400 litre/min (small)	hour	1,00		rate only	
	Water pump-Capacity bigger than 400 but smaller than 600 litre/min (medium)	hour	1,00		rate only	
	Water pump-Capacity bigger than 600 but smaller than 1 100 litre/sec (large)	hour	1,00		rate only	
	Grader (Cat 140 G or similar)	hour	1,00		rate only	
	Excavator on tracks - 20 ton (1.2 m³ bucket)	hour	1,00		rate only	
	Excavator on tracks - 60 ton (3.5 m³ bucket)	hour	1,00		rate only	
	Front end loader	hour	1,00		rate only	
	5.5 KVA grinder generator	day	1,00		rate only	
	15 KVA welder generator	day	1,00		rate only	
	Bobcat type excavator	hour	1,00		rate only	
	Skid steer loader	hour	1,00		rate only	
	D4 dozer	hour	1,00		rate only	
	Low-bed (suitable for transporting the largest piece of equipment)	hour	1,00		rate only	
	TLB - Wet Rate	hour	1,00		rate only	
	Bomag 500kg Compactor	hour	1,00		rate only	
2.0	TOTAL: - CARRIED FORWARD TO SUMMARY				R	-

Bill of Quantities for Construction - Settlers Park						FEBRUARY - 2022	
Item	Description						
3.0	SITE CLEARING AND PREPARATION						
	CONSTRUCTION NOTICE BOARD	Unit	Qty.	Rate	Total		
3.1	Supply and install construction notice boards to detail in the construction details	ea.	1,00		R		
					-		
3.2	CLEARING OF VEGETATION						
3.2.1	Settlers Park: Clearing of vegetation - protection of all areas not affected by the works in this contract including all trees to be retained	m²	2000,00		R		
					-		
3.2.2	Removal of general building rubble from site to legal dump site after verification of quantities by Landscape Architect. Cost to include dumping cost and transport. (Includes all rubble gathered to measurable heaps after grading & shaping). Truck tallies and proof of delivery required.	m3	10,00		R		
					-		
3.0	TOTAL FOR CLEARING & PREPARATION					R	
					-		
4	WATER FEATURE REFURBISHMENT						
4.1	REFURBISHMENT OF PLANT - STRUCTURE CONCRETE BASE WATERPROOFING & BRICK (1720 m2)	m2	1720,00		R		
					-		
4.1.1	Main circulation pump 11kW Emaux APS 1500, - or similar alternative inclusive of supply and installation	ea.	1,00		R		
					-		
4.1.2	Filtration pump 5.5kW Emaux APS750, or similar alternative - inclusive of supply and installation	ea.	1,00		R		
					-		
4.1.3	Main Feature pumps 5.5kW Emaux APS 750, or similar alternative - inclusive of supply and installation	ea.	4,00		R		
					-		
4.1.4	Filter MPV tops, inclusive of supply and installation	ea.	6,00		R		
					-		
4.1.5	Collins filter cap seals, inclusive of supply and installation	ea.	6,00		R		
					-		
4.1.6	Replacement 40ltr strainer, inclusive of supply and installation	ea.	1,00		R		
					-		
4.1.7	Provision for control panel , inclusive of supply and installation	SUM	1,00	55 000,00	R		
					-		
4.1.8	Provision for Soft starters, contactors etc.	ea.	1,00		R		
					-		
4.1.9	Provision for pipe work, inclusive of supply and installation	ea.	1,00		R		
					-		
4.1.10	Provision for cables, inclusive of supply and installation	ea.	1,00		R		
					-		
4.1.11	Rebuild fountain pipes and nozzles in pvc, inclusive of supply and installation	ea.	1,00		R		
					-		
4.1.12	Borehole Pump & connection accessories to pump room: Head range: 4m – 489m Flow rate: 70 l/m – 1300 l/m Minimum immersion: 1m Maximum sand content: 50g/m3	ea.	1,00		R		
					-		
4.1.13	Sundries and consumables & waterproof spot lights - 150MM MINI SIZE LED MARINE LIGHT: HX-PL150-PC-01 36PCSSMD5054 35W, or alternative equivalent	ea.	18,00		R		
					-		
4.1.14	Water Feature Specialist labour	ea.	1,00		R		
					-		
4.1.15	Profit and Attendance for Sum & priced items	%	%		R		
					-		
4.0	TOTAL: WATER FEATURE REFURBISHMENT					R	

Bill of Quantities for Construction - Settlers Park					FEBRUARY - 2022	
Item	Description					
5.0	CONCRETE SCULPTURES					
5.1	Supply custom concrete feature (1) - SETTLERS PARK STRUCTURE by 2	SUM	2,00	150 000,00	R	-
						
5.2	Supply custom concrete feature (2) - SETTLERS PARK STRUCTURE by 2	SUM	2,00	140 000,00	R	-
						
5.3	Supply custom concrete feature (3) - SETTLERS PARK STRUCTURE by 3	Rate Ony				
						
5.4	Engineering: Bending schedule Design & Structural certification (Site Monitoring Required)	SUM	1,00	15 000,00	R	-
5.5	Profit and Attendance for Sum Items	ea.	10%		R	-
5.6	Delivery of above items - to include price for hoist to place structures in place	ea.	4,00		R	-
5.7	Supply 25 Mpa concrete footing for above structures	ea.	6,00		R	-
5.0	TOTAL: CONCRETE SCULPTURES				R	-

Bill of Quantities for Construction - Settlers Park		FEBRUARY - 2022			
Item	Description				
	SUMMARY				
1.0	PRELIMINARIES AND GENERAL - FIXED COST ITEMS		R	-	
2.0	PRELIMINARIES AND GENERAL - PRIME COSTS, SERVICES, TIME RELATED AND DAYWORKS ITEMS		R	-	
3.0	SITE CLEARING AND PREPARATION		R	-	
4.0	WATER FEATURE REFURBISHMENT		R	-	
5.0	CONCRETE SCULPTURES		R	-	
6.0	SUB-TOTAL 1		R	-	
7.0	Plus Contingencies Sum 3%		R	-	
8.0	SUB-TOTAL 2		R	-	
9.0	ADD 15% VAT 15%		R	-	
10.0	TOTAL FOR THIS CONTRACT VAT INCLUSIVE		R	-	
					incl VAT

Johannesburg City Parks and Zoo

C3: Scope of Work (REFER TO BOQ ABOVE)

	ID NO: EMSPROC09/OP02	REVISION NO: 00	DATE OF NEXT REVISION: SEPTEMBER 2019
		CONTRACTOR MANAGEMENT: ENVIRONMENTAL MANAGEMENT SPECIFICATION <u>NAME OF PROJECT: CONSTRUCTION OF THE WATER FEATURE AT SETTLERS PARK</u> <u>Project Owner: Capital Infrastructure Development</u>	

Introduction

Johannesburg City Parks and JHB Zoo's (JCPZ) mandate is to ensure that the public open spaces within the City of Johannesburg are managed, maintained and conserved for the enhancement of the ecosystems and biodiversity to ensure sustenance for both the current and future generation. To ensure this, the organisation has aligned its activities to all applicable environmental legislation that govern the protection of the environment. One of the innovative tools used to achieve this alignment and to comply with legislation is the ISO 14001 Environmental Management System (EMS). All activities undertaken by the contractors working on behalf of JCPZ form part of the EMS scope and the onus is on JCPZ to ensure that these contractors are managed and that they comply with all applicable environmental legislation as well as the requirements of the organisational EMS. It is imperative that all contractors do compile an Environmental Management file as per the requirements set below:

Environmental Management Legal Requirements

It is imperious to ensure that the contractor appointed to undertake this job understands the topography of the proposed site as well as the environmental risks that could emanate on different spheres of the environment in question including any the water courses. The contractor is also expected to exercise the duty of care and apply the environmental principles as outlined in Section 2 of the National Environmental Management Act No 108 of 1996 (NEMA). The contractor is also expected to exercise the duty of care, apply the environmental principles as outlined in Section 2 of the National Environmental Management Act No 108 of 1996 (NEMA) and develop an environmental sustainability policy which clearly outlines these principles. Caution must be exercised when dealing with water related activities such as working within or in the confinement of the water bodies as there are strict legal considerations in terms of the

National Water Act 36 of 1998 and it is very important for the contractor to clearly define the methodology of obtaining water as well as the source(s) that will be used in line with the requirements of the Act. The handling and management of chemicals such as paint and thinners must be in line with the requirements of the Hazardous Chemical Substances Act No 15 of 1973 and the handling and management of general and hazardous waste must be in line with the National Environmental Management: Waste Act No 59 of 2008 (NEM: WA) Act. The contractor is further more expected to submit the environmental management file prior to the commencement of the proposed project. The format of the file should follow the pattern below and should include the following:

1. The Environmental policy

The appointed contractor should develop an environmental sustainability policy to show commitment to environmental conservation and pollution prevention. The contents of the policy should be aligned with the NEMA principles.

2. Environmental Management Appointments

Submit an organogram that outlines the roles and responsibilities; All appointments should be site specific and be done in writing and signed. Appointment letters below are compulsory and should form part of the environmental management file:

- Emergency preparedness and response personnel;
- Fire fighter;
- Environmental management Representative;
- First aid attendant;
- Incident investigator;
- Hazardous management supervisor / controller;
- Waste management Coordinator;

3. Environmental Risk Assessment

Submit a baseline Environmental Risk Assessment which clearly identifies the environmental risks and impacts as well as the mitigating factors and all spheres of the environment should be assessed. The risk assessment should include practical mitigating measures with the aim of preventing environmental pollution.

4. Environmental Site Establishment

Where applicable, the contractor will be expected to submit the environmental site establishment plan which outlines the following:

- The method statement for site clearance;

- The site layout which clearly demonstrates the location of the following: ablution facilities and waste bins;
- The Environmental compliance monitoring plan (how the contractor will monitor compliance and report the findings to the Client / SHEQ);
- The declaration of understanding the Environmental specifications by the Contractor;

5. Waste management plan to include but not be limited to the following:

The plan to include but not be limited to the following:

- Proof of registration as a waste handler with CoJ (Wastehub) for general waste and the Provincial department for hazardous waste;
- Proof that vehicles transporting waste are registered and permitted to do so (GDARD);
- Waste segregation, storage and transportation strategies in line with the requirements of the National Environmental Management: Waste Act 59 of 2008;
- Classification of waste which also include different types of waste generated;
- Transportation & disposal method (s);
- Permit / agreement from the registered landfill site;
- Proof that waste is disposed of in an Environmentally friendly manner (proof of waste manifestos);

6. Environmental Management Plan (EMP)

The EMP should be site and project specific and include but not limited to the following:

- Defined scope of work for the proposed project which includes environmental management considerations;
- Pollution prevention plan (dust suppression, soil contamination and water contamination);
- Hazardous Chemical Substances (HCS) Management Plan (inventories, Material Safety Data Sheets (MSDS) including daily management to prevent environmental pollution – where applicable;

7. Environmental Emergency & preparedness Plan

The plan should include but not limited to the following:

- Incident reporting procedure;
- Non-conformance plan;
- Fire prevention strategies;

8. Site Rehabilitation Plan (where applicable)

- 11.7 Hazardous Chemical Substances Act 15 of 1973
- 11.8 National Environmental Management: Waste Act 59 of 2008
- 11.9 National Environmental Management: Air Quality Act 39 of 2004
- 11.10 National Heritage Resources Act 25 of 1999

The following should be taken to consideration:

1. An environmental management file entailing all the requires above should be submitted and be approved by the JCPZ's SHEQ department prior to the contractor doing a site establishment;
2. No contractor shall be allowed to commence with any work before environmental induction is conducted by JCPZ's SHEQ department;
3. The contractor should ensure that the environmental management file is on site and updated on daily basis;

The environmental specialist can be contacted for further clarity:

Likopo Mashego

Environmental Specialist



(011) 683 8231



082 746 1373



lmashego@jhbcityparks.com



Physical Address: 12 Glencoe Road Springfield, Johannesburg

Johannesburg City Parks and Zoo

C4: Occupational, Health, Safety, Environment and Quality Specifications



CONTRACTOR MANAGEMENT

Doc ID.

Revision no.

Next revision Date:

TITLE: SHE SPECIFICATIONS

CONTRACTOR SHE SITE SPECIFIC SPECIFICATIONS

SETTLERS PARK – OHS
SPECIFICATIONS

Introduction

JHB City Parks and JHB Zoo (JCPZ) in its efforts to ensure optimum compliance with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations must ensure that all contractors employed by JCPZ adhere to the minimum requirements for construction works on any JCPZ premises. Contractors must comply with and be informed of the following:

Principal contractor must provide and demonstrate to the Client suitable and sufficiently documented, site specific plans based on the clients OHS specifications. Kindly contact JCPZ SHEQ personnel for clarity on any points that follow.

Furthermore, JCPZ is mandated to ensure that the public open spaces within the City of Johannesburg are managed, maintained and conserved for the enhancement of the ecosystems and biodiversity to ensure sustenance for both the current and future generations.

Kindly provide the documents that describe and/or relate to the items below that do relate to the project scope of works. Kindly follow the **safety file numerical order contained herein** as a guide when compiling your safety file with all the relevant documents outlined below.

THE CONSOLIDATED SHE FILE MUST BE HANDED OVER TO THE JCPZ SHEQ DEPARTMENT UPON COMPLETION OF THE CONSTRUCTION PROJECT.

Compulsory Section

INDEX	DESCRIPTION	INSTRUCTION
1	Site Organisational structure	Must reflect on-site team and must be aligned to legal appointments as detailed under element 12
2	Site diary Site visitor register Daily sign in register Covid-19 screening register	
3	JCPZ Health, Safety specifications and Scope of works	This document must form part of the file

4	Notifications ❖ Notification of Construction works (Annexure 2 form)	Proof of notification must be provided
5	Contractor SHEQ policy ❖ Contractor H&S Policy ❖ Contractor Covid-19 Policy All policies must be signed by an authorised person	Policies signed and dated
6	Method statements ❖ Start-up & site clearance ✦ Submit the site layout which clearly demonstrates the location of: - Site camp; - Staff accommodation - Security checkpoint; - Site Office; - Latrine facilities; - Material storage area. ✦ Machinery and tools to be used ✦ Number of on-site staff ✦ Sub contractors already chosen ❖ Construction phase ✦ Machinery and tools to be used ✦ Number of on-site staff ✦ Sub contractors already chosen ❖ Close out phase ✦ Waste removal and disposal ✦ File close out	Must reflect all processes that will be undertaken in the execution of the project Signed by authorised person before submission
7	Risk assessments: ❖ Based on scope of works. ❖ Site specific assessment (Health & Safety) ❖ Please provide proof of competence of the Risk Assessors ❖ PPE Risk matrix ❖ Covid-19 Risk Assessment	Signed by Authorised person before submission
8	Safe working procedures for significant risk bearing tasks as quantified by risk assessment ratings and must include Machinery as defined by method statement Plant use, storage and refuelling as defined by method statement	Signed by authorised person before submission All staff members must be notified of relevant SWP applicable to the work they preform

	Grinders and grinding processes as defined by method statement Plumbing and plumbing works as defined by method statement Hot works as defined by method statement Lock out as defined by method statement Ladder use and operations as defined by method statement Painting as defined by method statement Hazardous chemicals as defined by method statement Ergonomics as defined by method statement Demolitions as defined by method statement Bricklaying and building works as defined by method statement Crane operations as defined by method statement Electrical works as defined by method statement Cabelling as defined by method statement Trenching as defined by method statement Excavating as defined by method statement	Training attendance registers must be available for inspection
9	Site specific Emergency plan ❖ Incident reporting procedure (All SHE incidents) ❖ Staff emergency contact register ❖ Emergency services contact register ✦ Chemical manufacturer ✦ Poison centre number ❖ Emergency drill evaluation report (Monthly) ❖ Hazardous chemicals spillages and contact procedures ❖ Procedures for reporting and correcting defects likely to result in the release of asbestos dust; ❖ Non-conformance procedure ❖ Covid-19 infection procedure	Signed by authorised person before submission Training attendance registers must be available for inspection
10	Agreements ❖ Agreement with JCPZ ❖ Declaration of understanding SHE specifications by the Contractor ❖ Contractor management procedure ❖ 37.2 contractor agreements with sub-contractors; ❖ Contractor tool register ❖ Contractor sign in register	All agreements must be dually signed and must be available for inspection

	❖ Contractor/s letter of good standing (Compensation Commissioner)	
11	COID ❖ Letter of good standing from Compensation Commissioner ❖ Blank Annexure 1 template ❖ Blank WCL2 ❖ Incident register ❖ Incident investigation template ❖ Incident reports ❖ First aid treatment register	Copy of accident reports must be available for inspection
12	OHSACT applicable appointments OHSA 16.1 Chief Executive Officer charged with certain duties OHSA 16.2 Chief executive Officer assign duties (C-19 OHS), 2020 16.5 Compliance Officer Construction Regulations CR 8 (1) Construction Manager CR 8 (2) Assistant construction managers CR 8 (7) Construction supervisor CR 8 (5) Construction Safety Officer CR 9 (1) Competent Risk Assessor CR 9 (3) Competent Trainer / Instructor (Hazardous chemical training included) CR 10 (1) (a) Fall protection planner CR 12 (1) Temporary works designer CR 14 (1) Supervisor demolition work CR 22 (a) Crane Supervisor CR 22 (e) Crane operator DMR 19 (4) Crane Inspector CR 23 (1) (d) (i) Construction vehicles and mobile plant operator CR 23 (1) (d) (k) Construction vehicles and mobile plant inspector CR 24 (c) Electrical installations and machinery Supervisor CR 24 (d) Electrical installations and machinery Inspector CR 27 Housekeeping and general safeguarding Controller	All appointments must be dually signed

	CR 28 (a) Stacking and storage Supervisor CR 29 (h) Fire equipment Inspector CR 29 (j) Fire fighters CR 29 (l) (i) Evacuation Coordinator General Safety Regulations GSR 3 Appointment of first aid responder (1 for first 10 employees, thereafter 1 in 50) GSR 4 Flammable liquid controller GSR 9 (1) Hot works Supervisor GSR 9 (1) (a) Hot works Operator GSR 13 (a) Ladder Inspector Electrical Machinery Regulation 9 (4) Portable electrical tools Inspector General Administrative Regulations GAR 9 (2) Incident Investigator General Machinery Regulations GMR 2 Supervisor of Machinery GMR 3 (c) Machinery inspector GMR 4 (1) Machinery operator Facilities Regulations FR 2 (d) Hygiene Inspector Hazardous Chemical Substance Regulations HCSR 3 (1) Training instructor HCSR 10 (2) HCSR 1 (a) Hazardous Chemical Substance controller Electrical Installation Regulations EIR 4(2) - Accredited Person – Electrical installation works	
13	Induction syllabi and, Toolbox talks which must include: ❖ Covid-19; ❖ Fall protection; ❖ Site SHE rules; ❖ Incident reporting; ❖ Emergency preparedness and response; ❖ Hazardous chemical substance management; ❖ Health & Safety policy; ❖ Hand safety; ❖ PPE usage; ❖ Ergonomics;	Training attendance registers must be available for inspection

	❖ NIHL; ❖ Grinder safety; ❖ Electrical safety; ❖ Dust control; ❖ Fire prevention; ❖ Use of firefighting equipment; ❖ Etc.	
14	Employee information ❖ Contractor employee's ID copies ❖ Certificate of fitness ❖ Employee next of kin register	Copies must be in file on submission for file approval
15	❖ Site specific Health & Safety plan; ❖ Covid-19 SHE Management plan ❖ Monitoring plan.	All plans must be approved by an authorised person All plans must be communicated to relevant employees and attendance registers must be available for inspection All plans must be implemented.
16	Hazardous Chemical Substances (HCS) ❖ HCS Management Plan ❖ Safety Data Sheets for all chemicals and solvents ❖ List of chemicals	List must coincide with operations All plans must be communicated to relevant employees and attendance registers must be available for inspection Plan must be signed by authorised person
17	Fall prevention ❖ Site specific Fall protection plan, if applicable ❖ Fall rescue plan	Plan must be signed by authorised person Proof of competency for planner must be provided
18	❖ Excavation pan ❖ Demolition plan	All plans must be communicated to relevant employees and attendance registers must be available for inspection

		Plan must be signed by authorised person
19	Registers & tool inspections ❖ PPE issue ❖ PPE Inspection ❖ Hand tools inspection ❖ Portable Electrical tools inspection ❖ Ladder inspection register ❖ Firefighting equipment inspection ❖ Lifting machines inspection ❖ Lifting tackle inspection ❖ Construction vehicle and mobile plant inspection	Updated inspections reports must be available for inspection
20	Self-site inspections Contractor monitoring	Updated inspections reports must be available for inspection Deviations noted must be actioned by the contractor
21	Lock out procedure & register	All procedures must be communicated to relevant employees and attendance registers must be available for inspection
22	Monitoring ❖ JCPZ audit report ❖ Corrective action plan ❖ JCPZ Inspection reports	Audits by the JCPZ SHEQ Team will heed a report The contractor must develop an action plan for any audit findings raised All reports/action plans must be kept in the file
23	Licencing and competency ❖ Construction vehicle operator competency; ❖ H&S Officer competency; ❖ Risk Assessor competency; ❖ Driver's license for on-site vehicles; ❖ Electrician (Wireman's license); ❖ Registration as Electrical Contractor – Department of Labour.	Where competency is required, such competency must be provided upon file submission

24	Contractor evaluation - Approval of sub-contractor files	Evaluation reports to be kept in PC file
25	❖ Drawings and technical plans ❖ Glazing Certificate must be supplied upon glazing works completion; ❖ Electrical Compliance Certificate (CoC) upon electrical installation works completion; ❖ Waste certificate for general construction waste; ❖ Waste certificate for asbestos waste.	All files must be handed over to the SHEQ personnel member upon completion of the project.
26	Work stoppages and Occupational Health & Safety instructions	Kept in file
Additional comments / requirements:		
Contractors must ensure that the file is available on site for inspection and auditing purposes		
The SHE file must be updated weekly		
JCPZ, SHEQ must be informed of any Health, Safety of Environmental incidents		
Failure to update and implement processes and plans may result in work stoppages		

All contractor and contractor employees will be subjected to JCPZ SHEQ inspections and audits.

IMPORTANT NOTES:

1. The SHEQ file must be approved by JHB City Parks and JHB Zoo's SHEQ Department before site establishment or commencement of operations on site.
2. **The Contractor must hand over a consolidated health & safety file to JCPZ upon completion of the construction work and must, include a record of all drawings, designs, materials used and other similar information concerning the completed structure.**
3. The SHEQ file must be updated daily by the contractor.
4. Please contact your SHEQ Coordinator for any queries at the numbers provided below:

P Hilton
Health & Safety Specialist
☎ 011 683 8231
] 071 6780925
philton@jhbcityparks.com

Physical Address: 12 Glencoe Road Springfield, Johannesburg

FUNCTIONALITY ASSESSMENT TABLE:

(A bidder who obtained the minimum threshold for pre-qualification of 70 points will be considered further)

Date: _____ Evaluator Name: _____

Bidder Name: _____

Description of Evaluation and Evidence Required	Weights		Total Weight		Points
	Title	Name			No of Years
Experience and Qualifications of key personnel (Provide detailed CVs of Key Personnel and CERTIFIED copies of qualifications. *Key Personnel (CVs and qualification of Key Personnel to be attached) <i>*Key Personnel refers to person in charge of site upon Handover</i>					
Appropriate Qualifications of key site personnel Matric/NQF level 4 National Diploma/Degree or higher (Certified stamp date not more than three months from February 2022 till this tender closing date)	5/10 10/10		Scored Maximum score 10		Scored points
Number of Years in construction/landscaping works of key site personnel (Provide detailed CV/s of key site personnel corresponding with qualifications provided above) 3 to 5 years in construction/landscaping works 6 to 8 years in construction/landscaping works 9 years and above in construction/landscaping works NB: CV and qualification provided must be for the same person in order to score points	05/15 10/15 15/15		Scored Maximum score 15		Scored points
Company Experience Company Profile and all supporting documents to be attached					
Number of years of company providing construction/landscaping works. Provide company profile with Executive Summary indicating number of years and names of clients serviced in line with reference letters submitted below, company cannot score points on number of years if failed to submit supporting reference letters requested below. 3 to 5 years 6 to 8 years 9 years and above	10/20 15/20 20/20		Scored Maximum score 20		Scored points

Provide signed reference letters from your clients where you were providing construction/landscaping works with contact details in line with your Executive Summary highlighted in Company profile as above.		Scored	Maximum score	Scored points
3 to 5 reference letters	15/25		25	
6 to 8 reference letters	20/25			
9 and above reference letters	25/25			
Plant and equipment relevant to the project Provide a list of asset register relevant to this project (Including leased or/and hired equipment) and supporting documents e.g. registration certificates, lease or hire agreement etc. TLB's/Vehicles/Graders/Tipper trucks/	15/15		15	
Company Ownership (Verification should be done against the company registration documents or CSD under ownership)				
Women/Youth/People with Disability (In order to score points here, company must have at least one of the above categories as OWNERS of the company)	15/15		15	
Total Points				
Bidders that scores the minimum of 70 on functionality will be evaluated further				
Total points:				

Johannesburg City Parks and Zoo

C5: Certificate of Independent Bid Determination

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am 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; andI provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Johannesburg City Parks and Zoo

C6: Local Content

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) 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, 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

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 or 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>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by 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)

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

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 dti to verify and in consultation with the AO/AA 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 Institution):
.....

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.thdti.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 1 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.

I The local content percentage (%) 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 / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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 / Institution 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: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

C8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

**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

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.