



**TENDER NO: PMO-CP-015-2024/2025**

TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH A CIDB GRADING OF 4SI OR HIGHER FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF ELEVATORS AT THE JOBURG MARKET MAIN BUILDING

Name of Tendering Entity	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel: .....  Fax:.....  Cell: .....  Email: .....
CIDB Grading & CRN No	

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## THE TENDER

### PART T1: TENDERING PROCEDURES

#### T1.1 TENDER NOTICE AND INVITATION TO TENDER

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

RFB No.	Service Description	Evaluation criteria	Compulsory briefing session	Closing Date
<b>PMO-CP-015-2024/2025</b>	Appointment of a service provider with a CIDB Grading of 4SI or higher for the Supply, Installation and Commissioning of Elevators at the Joburg Market Main Building	80/20 80 points for price and 20 points for Specific Goals	<b>14/04/2025 at 11H00</b> at Joburg Market (Opportunity Centre)  <b>4 Fortune Street City Deep, Johannesburg</b>	<b>06/05/2025 at 11H00 Ground Floor</b>

The bid document can be downloaded for **free** on the National Treasury website at [www.etenders.gov.za](http://www.etenders.gov.za) or the Joburg Market website [www.joburgmarket.co.za](http://www.joburgmarket.co.za)

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

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

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

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

Joburg Market is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission and to re-advertise if it so wishes. Service providers will be adjudicated in terms of the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, Preferential Procurement Regulations 2022, MFMA, Act 56 of 2003, as well as the Broad Based Black Economic Empowerment Act, Act 53 of 2003 and/or the White Paper on Reconstruction and Development, Notice No. 1954 of 1994.

**TENDER COVER**

NOTE: DOCUMENTS MAY BE DOWNLOADED FROM THE JOBURG MARKET WEBSITE AND ETENDER PORTAL AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS. WITHOUT LIMITATION, JOBURG MARKET TAKES NO RESPONSIBILITY FOR ANY DELAYS IN ANY COURIER OR POSTAL SYSTEM OR ANY LOGISTICAL DELAYS WITHIN THE PREMISES OF JOBURG MARKET. JOBURG MARKET LIKEWISE TAKES NO RESPONSIBILITY FOR TENDER OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER DOCUMENT. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE TENDER BOX BEFORE TENDER CLOSURE.

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT

Any documents required that are not submitted in the tender box at the deadline will be considered late. The tenderer accepts that JOBURG MARKET will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

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

NAME OF CONTACT PERSON: .....  
SIGNATURE OF BIDDER: .....  
CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
DATE: .....



**In recent months, numerous companies have suffered substantial financial losses as a result of fraudulent requests for "COLD DRINK," purportedly originating from government departments.**

**These fraudsters are presently contacting service providers under the guise of Joburg Market officials, soliciting payments in exchange for appointment opportunities. Typically, these attempts occur shortly after the publication of tender closing registers on the website.**

**It's important to note that Joburg Market officials will never contact service providers to solicit any form of compensation for tender awards.**

**If you receive such a solicitation, please report it immediately to [tenders@joburgmarket.co.za](mailto:tenders@joburgmarket.co.za)**

**To mitigate the risk of falling victim to these scams, companies are strongly advised to verify the authenticity of any awards by contacting Joburg Market directly using the landline contact details provided on the official website.**

**Service providers are cautioned against participating in such activities, as Joburg Market will not assume liability for any resulting losses.**

## ACKNOWLEDGEMENT OF BID CONDITIONS

### Acknowledgement of Bid Conditions

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Joburg Market (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
  - (a) the offer herein shall remain binding upon me/us and open for acceptance by Joburg Market (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid or agreed validity period;
  - (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
  - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Joburg Market ( SOC ) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Joburg Market ( SOC ) Ltd and I/we will then pay to Joburg Market ( SOC ) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Joburg Market ( SOC ) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any Joburg Market (SOC) Ltd may sustain by reason of my/our default;
  - (d) if my/our bid is accepted the acceptance may be communicated to me/us by electronic mail (email), faxed letter or by order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

Details of my / our offer are / are as follows:

6. We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as specified.

7. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
8. We understand that Joburg Market is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.
9. Should my/our tender be successful, it be understood that a contract will come into existence for the duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

## **INSTRUCTIONS TO BIDDERS**

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Joburg Market (SOC) Ltd and deposited in the BID BOX situated at the entrance: Admin Building, 04 Fortune road, City Deep, Johannesburg.

It is the responsibility of the bidder to ensure that their /his / her bid document is submitted in a sealed envelope and placed in the Bid Box in good time so as not to miss the official deadline of **11:00am on the closing date**.

Bid documents submitted via courier services will be acceptable provided that the bidder instructs such courier company or its representative to deposit the documents in the bid box.

Documents should under no circumstances be handed to an employee of Joburg Market as it may not be held accountable in the event of any loss thereafter.

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account.

Bid documents received from non-attended bidders of a compulsory briefing session will be disqualified.

Tenderers are to allow for sufficient time to access Joburg Market offices in Admin Building and deposit their bid document in the Joburg Market tender box situated at reception before tender closing time.

Tenderers are to note that the Joburg Market offices are open 24 hours, seven (7) days a week.

1. Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded.
2. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
3. Bids received after the closing time and date will not be accepted
4. All bid documents must be in sealed envelopes and deposited in the Official Bid Box
5. Bids should be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein and should be bound in such a way that pages will not go missing.
6. It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
7. Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and specific goals. In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councillor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.
8. Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.
9. Tenderer's authorized signatory to sign or initial next to the price alteration.
10. The evaluation on price alteration will be conducted as follows:
  - 10.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
    - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.
    - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
  - 10.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
    - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
    - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
    - (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.
  - 10.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:
    - (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.
11. The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.
12. The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Joburg Market. Acceptance of the correction to the arithmetic error must be in writing.
13. Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.
14. Joburg Market reserves the right to enter into mandated negotiations to achieve cost effectiveness with any one or more selected tenderers
- ~~15. Notwithstanding compliance regarding any requirements of the tender, Joburg Market will perform a risk~~

analysis in respect of the following:

- a) Reasonableness of the financial offer
- b) Reasonableness of unit rates and prices
- c) The tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial ratios and industry norms. The following ratios will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

The conclusions drawn from this risk analysis will be used by Joburg Market in determining whether to accept the bid offer or to reject the bid offer.

16. Joburg Market Reservations:

Joburg Market reserves the right to award contracts and tenders at its discretion on the basis of the following

- a) In whole or in part.
- b) To more than one tenderer.
- c) To the highest points scoring bidder.
- d) To the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- e) To a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) of the PPPFA) (where applicable).
- f) Not to consider any bid with justifiable reasons.
- g) Not to consider any bid with justifiable reasons.

Bidder /s: .....

Street Address: .....

.....

Postal Address: .....

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

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOBURG MARKET					
<b>BID NUMBER:</b>	PMO-CP-015-2024/2025	<b>CLOSING DATE:</b>	06 May 2025	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	Appointment of a service provider with a CIDB grading of 4SI or higher for the supply, installation and commissioning of elevators at the Joburg Market main building				
<b>COMPULSORY BRIEFING SESSION</b>	<b>Date: 14 April 2025 at 11H00</b> <b>Venue: Joburg Market, Main Building (Opportunity Centre)</b> <span style="color: red;">Please report to the area on time.</span>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7).</b>					

<b>Attention: Head of Supply Chain Management</b>					
<p><b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR (right hand side of the entrance just before the security desk), Joburg Market Main Building by the closing date and time as per Joburg Market’s clock. All Suppliers are encouraged to make their submission before the closing time.</b></p> <p><b>4 Fortune Road City Deep Johannesburg</b></p> <p><b>Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.</b></p> <p><b>The bid box is open 24 hours a day, 7 days a week.</b></p>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		<b>OR</b>	CSD No: <span style="padding: 0 10px;"></span>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>SIGNATURE OF BIDDER</b>			<b>DATE</b>		
.....					
<b>BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>					
DEPARTMENT			<b>SUPPLY CHAIN MANAGEMENT</b>		
CONTACT PERSON			<a href="mailto:tenders@joburgmarket.co.za">tenders@joburgmarket.co.za</a>		

**All enquiries must be send 72 hours before the closing time -week day**

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p><b>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.</b></p>

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## T1.2 TENDER DATA

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender (Annex C as published/ amended by CIDB in August 2020) contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
C.1.1	The employer is the <b>Joburg Market</b>
C.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1 - Agreements and Contract data</b></p> <p>C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Construction guarantee</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Instructions C2.2 – Bill of Quantities</p> <p><b>Part C3 - Scope of Works</b> C3.1 – Description of the works C3.2 – Construction</p> <p>C3.3 - Annexures</p> <p><b>Part C4 - Site Information</b></p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer:</p> <p>Name: SCM Representative Address: 04 Fortune Road City Deep E-mail: <a href="mailto:tenders@joburgmarket.co.za">tenders@joburgmarket.co.za</a></p>

C.1.5	<b>Cancellation and Re-Invitation of Tenders</b>
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	<b>Procurement procedures</b>
C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	<b>Competitive negotiation procedure</b>
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
C.1.6.2.2	All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.  Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
<b>C.2</b>	<b>Tenderer's obligations</b>
C.2.1	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a <b><u>4SI or higher</u></b> class of construction works. Tenderers, whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. <b>Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</b></p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p>
	<p>Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b><u>4SI or higher</u></b> class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>

C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> <li>(a) Availability of resources</li> <li>(b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (see further requirements under C.3.1.4)</li> <li>(c) Previous experience on contracts of a similar value and nature</li> <li>(d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project</li> </ul>
C.2.2	<b>Cost of Tendering</b>
C.2.2.1	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer
C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p>A compulsory clarification meeting with representatives of the Employer will take place at <b><u>Joburg Market on 14 April 2025 at 11H00</u></b></p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register</p>
C.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least three (3) working days before the closing time stated in the tender data.</p>
C.2.9	<p><b>Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>

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

C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	<b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information, requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	<b>Closing time</b> The closing time for submission of tender offers is <b>06 May 2025 at 11H00</b> The <b>Joburg Market</b> is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is <b>120 days</b> from the closing date.
C.2.17	<b>Clarification of tender offer after submission</b> Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	<b>Inspections, tests and analysis</b> Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	<b>Submit securities, bonds and policies</b> If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2.
C2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C2.25	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person -

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

	<ul style="list-style-type: none"> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ul> </li> </ul>
C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
C.3.11	<p><b>Functionality, Price and Preference</b></p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.</p>
C.3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the bidder has not: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>d) Has completed the Compulsory Enterprise Questionnaire, MBD 1, 4, 6.1, 7.1, 8 and 9 and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process</li> </ul> <p>Has submitted the documentation listed in T2.21 and T2.22</p>
C.3.18	<p><b>The number of paper copies of the signed contract to be provided by the employer is ONE.</b></p>

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

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

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

## **T2.2 RETURNABLE SCHEDULES**

Insert all the Forms required and re-number the

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>): .....

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. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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: .....



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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 The maximum points for this tender are allocated as follows;

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ

of state in response to an invitation for the origination of income-generating contracts through any

method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) & \mathbf{or} & Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

The specific goals allocated points in terms of this tender	Means of verification <u>Evidence must be provided to claim points</u>	Number of points allocated (80/20 system)	Number of points allocated (80/20 system) <b>(To be completed by the tenderer)</b>
Business owned by 51% or more - <b>Black People</b>	<ul style="list-style-type: none"> <li>• CSD</li> <li>• B-BBEE Certificate/Sworn Affidavit under Oath</li> <li>• ID copy of owner/s of the business</li> </ul>	5	
Business owned by 51% or more by – <b>Black Youth</b>	<ul style="list-style-type: none"> <li>• CSD</li> <li>• B-BBEE Certificate/Sworn Affidavit under Oath</li> <li>• ID copy of owner/s of the business</li> </ul>	5	
Enterprises located within the City of Johannesburg Metropolitan Municipality	<ul style="list-style-type: none"> <li>• CSD</li> <li>• Proof of municipal account / Lease Agreement</li> </ul>	10	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p>
--

**9. AUTHORITY FOR SIGNATORY**

Signatories for close corporations and companies shall confirm their authority **by signing or attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

“ By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_\_

Mr \_\_\_\_\_ has been duly authorized to sign all documents in connection with the Tender for Contract \_\_\_\_\_

No \_\_\_\_\_ and any Contract, which may arise there from on behalf of \_\_\_\_\_

Signed on behalf of the company: \_\_\_\_\_

In his capacity as: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of signatory: \_\_\_\_\_

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE (S) OF BIDDER (S)**

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACT FORM - PURCHASING OF GOODS/SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

**PROOF OF REGISTRATION WITH CIDB**

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

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
<b>Combined CIDB Grading for Joint Venture / Consortium:</b>			

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

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

Person authorized to sign the bid:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<ul style="list-style-type: none"> <li>• 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?</li> </ul> <hr/> <ul style="list-style-type: none"> <li>• (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). <b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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
6. include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
7. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
8. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

\_\_\_\_\_  
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.
9. 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.
10. 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.

**<sup>3</sup> 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**

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

This section sets out how personal information will be collected, used and protected by Joburg Market hereinafter referred to as “JM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with JM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

### **1. What is personal information?**

The personal information that JM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

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

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

- Reporting initiatives to the City of Johannesburg Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- For a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

### **3. How will Joburg Market process personal information?**

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

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

#### **4. To whom will personal information be disclosed?**

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (trans border flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of JM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

#### **5. Consent and Permission to process personal information:**

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

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

#### **6. Rights regarding the processing of personal information:**

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JM agrees to same in writing. JM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JM Information Officer/SCM

- A copy of the full JM policy is available
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JM so that our records may be updated. JM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to JM,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person's information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - the disclosure is prohibited by law.

**7. Queries relating to breach of personal information:**

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

<p><b>Name:</b> _____</p> <p><b>Signature:</b> _____</p>	<p><b>Date:</b></p>
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**GENERAL CONDITIONS OF CONTRACT**

LEGISLATIVE FRAMEWORK .....

1. Principal Framework.....  
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Municipal Finance Management Act.....  
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INTERPRETATION AND DEFINITIONS .....

2. Interpretation.....  
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10. Payment and Pricing .....

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12. Performance Review and Contractual Penalties.....

13. Inspections, Tests and Analyses .....

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23. Dispute Resolution .....

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Arbitration.....

24. Notices and *Domicilia*.....

25. Counterparts .....

26. Legal Advice and Costs.....

27. General .....

## LEGISLATIVE FRAMEWORK

### 1. Principal Framework

The information contained under this heading summarises certain of the principal statutory provisions applicable

to the transaction concluded between the Parties. It is included for information purposes only and should not be regarded as legal advice, it being incumbent upon the Contractor to familiarize itself with the legislative framework. These provisions apply at law and the Parties are not competent to exclude the operation thereof by mutual agreement. As such, no agreement, transaction or series of transactions concluded outside of or in contravention of the legislative framework and the procedures provided for therein shall be binding on the Parties notwithstanding the capacity or office held or undertakings given, in writing or otherwise, by the persons contracting on behalf of either Party.

#### Municipal Entity

- 1.1 Joburg Market is a municipal entity contemplated in section 1, read with sections 86B (1)(a)(i) and 86D(1)(a), of the Municipal Systems Act (32 of 2000), (“MSA”). It was established as such by the Greater Johannesburg Metropolitan Council (predecessor to the City of Johannesburg Metropolitan Municipality or “COJ”) who procured, by virtue of the provisions of section 17D of the Promotion of Local Government Affairs Act (91 of 1983) the formation, registration and incorporation of its fresh produce market as the Joburg Market (SOC) Limited in terms of the Companies Act, with the COJ as its sole shareholder. Upon the foregoing and as required by the MSA, Joburg Market entered into a Service Delivery Agreement with the COJ in terms of which Joburg Market was appointed as an external mechanism for the delivery of a municipal service with the mandate to manage and operate the business of the fresh produce market and its assets.

#### Organ of State

- 1.2 As a municipal entity Joburg Market is an “organ of state” as defined in section 239 of the Constitution of South Africa (108 of 1996) read with section 1 of the Institution of Legal Proceedings Against Organs of State Act (40 of 2002).

#### Municipal Finance Management Act

- 1.3 Contracting with Joburg Market is subject, amongst others, to the Municipal Finance Management Act (56 of 2003) (“MFMA”), the MFMA Supply Chain Management Regulations (GN 868 in GG 27636 of 30 May 2005) (“SCM Regulations”) and, specifically, Joburg Market’s Supply Chain Management Policy made in terms of section 111 of the MFMA and regulation 2 of the SCM Regulations (collectively referred to as the “SCM Regulatory Framework”). In terms of the irregular expenditure provisions of the SCM Regulatory Framework, Joburg Market is prohibited from making any payment in relation to goods or services unlawfully or irregularly procured and/or rendered, notwithstanding that value might have been received.

#### Consumer Protection

- 1.4 The Consumer Protection Act (68 of 2008) does not, in terms of section 5(2)(a), apply to any transaction in terms of which goods or services are supplied to the State. However, section 5(5) stipulates that notwithstanding the foregoing exemption, those goods, and the importer or producer, distributor and retailer of those goods are nevertheless subject to, amongst others, the provisions of section 61. Section 61 sets out the liability of the producer and/or supplier for any harm caused wholly or partly as a consequence of a product failure, defect or hazard in any goods, irrespective of whether the harm resulted from any negligence on the part of the producer, importer, distributor or retailer, as the case may be. In terms of subsections 61(5)(c) and (d), harm for which the Contractor may be held liable includes any loss of, or physical damage to, any property of Joburg Market irrespective of whether it is movable or immovable including economic loss occasioned by such harm.

- 1.5 In terms of section 4(1)(b)(iii) of the Competition Act (89 of 1998) an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if bidders was involved in collusive bidding (or bid rigging). If bidders, based on reasonable grounds or evidence obtained by Joburg Market, have engaged such restrictive practices, Joburg Market may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties. If a bidders are found guilty by the Competition Commission Joburg Market may, in addition and without prejudice to any other remedy provided for in this Agreement or at law, invalidate the bid and/or terminate this Agreement in whole or part, and/or restrict the bidders from conducting business with the public sector for a period not exceeding ten (10) years.

#### Tender Defaulters

- 1.6 Where Joburg Market terminates this Agreement in whole or in part, it may decide to impose a restriction penalty on the Contractor by prohibiting the Contractor from doing business with the public sector for a period not exceeding 10 years. If Joburg Market intends imposing a restriction on a Contractor or any person associated with the Contractor, the Contractor will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Contractor fail to respond within the stipulated fourteen (14) days, Joburg Market might regard the intended penalty as not objected against and may impose it. Any restriction imposed on any person by the Accounting Officer of Joburg Market will, at the discretion of the Accounting Officer, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises, exercised or may exercise control over the enterprise of the first-mentioned person.
- 1.7 If a restriction is imposed, Joburg Market must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 1.7.1 the name and address of the Contractor and/or person restricted by Joburg Market;
  - 1.7.2 the date of commencement of the restriction;
  - 1.7.3 the period of restriction; and
  - 1.7.4 the reasons for the restriction.
- 1.8 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

#### Corrupt Activities

- 1.9 If a court of law convicts a person of an offence under sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act (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.

## INTERPRETATION AND DEFINITIONS

### 2. Interpretation

This Agreement shall be governed and interpreted in accordance with the laws of the RSA; and

- 2.1 headings shall be read for the purpose of reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement.
- 2.2 words importing any gender include the others; the singular include the plural and vice versa and natural persons include created entities, other legal *personae* (corporate or unincorporate) and the state and vice versa.
- 2.3 all provisions of this Agreement are severable from each other and any provision which is or

- may become unenforceable shall be ineffective to the extent of such unenforceability and shall be treated as if not written and severed without invalidating the remaining provisions of this Agreement (or affecting the validity or enforceability of such provision in any other jurisdiction); the Parties who declare their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof and that this Agreement should be implemented or continue to be implemented, having regard to each Party's rationale and purpose in entering into this Agreement.
- 2.4 when any number of days is prescribed, these shall business days (unless days are described as calendar days in which event Saturdays, Sundays and public holiday's shall be included) reckoned exclusively of the first and inclusively of the last day.
- 2.5 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time thereafter.
- 2.6 the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- 2.7 the rule of construction that a contract shall be interpreted against the Party principally responsible for the drafting or preparation of the contract, shall not apply.
- 2.8 any annexures, schedules, and/or documents ("appendices") referred to in this Agreement shall be deemed to be incorporated in and form an integral part hereof; in the event of a conflict between any appendices and this Agreement, the provisions of this Agreement shall prevail.
- 2.9 the termination of this Agreement shall not affect those of the provisions which provide that they shall operate after termination or which of necessity must continue to have effect thereafter notwithstanding that specific clauses do not expressly provide for such continuation.
- 2.10 any substantive provision imposing rights or obligations on a Party, notwithstanding that it is only in a definition clause, shall have effect as if it were a substantive provision in the body of this Agreement.
- 2.11 information supplied in the bidding documents shall be construed as material representations made by the Contractor, which induced Joburg Market to enter into this Agreement.
- 3. Definitions**
- Unless clearly inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings in this Agreement:
- 3.1 "Agreement" means this Agreement entered into between Joburg Market and the Contractor including the appendices and all documents included therein by reference.
- 3.2 "Annexure A" means the Contractor's tender to supply the Product or render the Services or works to Joburg Market in terms of the scope of work and on the terms and conditions, pricing and payment terms set out therein.
- 3.3 "Annexure B" means a copy of Joburg Market Supply Chain Management Policy in terms of which this Agreement and the bid was specified, evaluated, adjudicated and awarded.
- 3.4 "Annexure C" means, if applicable to the subject matter of this Agreement and the Contractor's obligations in terms thereof, the Contractor's Personnel Schedule.
- 3.5 "Annexure D" means, if applicable to services rendered at Joburg Market's premises by the Contractor, the Occupational Health and Safety Act Agreement entered into between the Parties in terms of section 37(2) of that Act.
- 3.6 "Annexure E" means, if applicable in terms of the scope of work, the Contractor's Project Plan delivered to Joburg Market within the time specified therefore.
- 3.7 "Annexure F" means, if applicable to the Product or the subject matter of this Agreement and read conjunctively with the Contractor's obligations in terms of the Consumer Protection Act, the express warranties provided by the Contractor in relation to the Product.

- 3.8 “Annexure G” means a copy of the regulation 36 deviation approved by the Accounting Officer (Chief Executive Officer) of Joburg Market in the event that in the procurement of this Agreement the official procurement processes was dispensed with based on an exceptional circumstance allowed by the SCM Regulatory Framework.
- 3.9 “Closing Time” means the date and hour specified in the bidding documents for the receipt of bids.
- 3.10 “Commencement Date” means, notwithstanding the Signature Date, the date specified in the Contract Schedule.
- 3.11 “Confidential Information” means including this Agreement, Joburg Market's trade secrets, processes, techniques, methods, designs, products and organisational and other structures employed in its business, the contractual and financial arrangements with its suppliers, customers, employees, clients and other business associates, its financial details including its results, details of the prospective and existing clients, customers and employees, its business strategies, general modus operandi, client information including its customer lists and customer contact details, price lists, employee remuneration and salary packages, medical and/or patient information, computer programs and information systems, policies and procedures, diagnostic tools, data, diagrams, reports including incidents, incident reports, electronic and other visual and audio recordings, related statistics, specifications, charts, studies and Intellectual Property, know-how, trade and any other similar information all of which is, by its nature, confidential and/or proprietary to Joburg Market and its business.
- 3.12 “Contractor” means the incorporated entity, consortium, and partnership or individual who is the service provider, supplier or seller in terms of this Agreement, identified as such in the Contract Schedule; howsoever the Contractor may be legally constituted or formed.
- 3.13 “Contract Period” means the period set out in the Contract Schedule.
- 3.14 “Contract Price” means the price payable to the Contractor under this Agreement for the full and proper performance of its contractual obligations specified in the Contract Schedule.
- 3.15 “Corrupt Practice” means the offering, giving, receiving, or soliciting of a thing of value to influence the action of a public official in the procurement process or in the execution of this Agreement.
- 3.16 “Countervailing Duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 3.17 “Country of Origin” means the place where the Product was mined, grown or produced or from which the services are supplied.
- 3.18 “CPI” means the headline consumer price index (for all urban areas) annual inflation rate, or such amended or replacement index, as published monthly by Statistics South Africa in Statistical Release P0141, available from <<http://www.statssa.gov.za>>.
- 3.19 “Default Interest” means interest chargeable in terms of this Agreement to unpaid amounts or outstanding obligations which interest shall be calculated, from the due date until date of payment, on a daily balance and compounded monthly in arrear at an annual rate of two percent (2%) above the prevailing, variable prime rate publicly quoted by ABSA Bank Limited from time to time.
- 3.20 “Delivery” means delivery of the Product (and a reference to the rendering any service or executing any works) inclusive of necessary clearing, documentation, carriage (through whatsoever mode), insurance, licensing, unloading, installation and commissioning in operational working order at the store, site or premises of Joburg Market (which shall, unless the contrary is agreed in writing, be performed, conducted and/or delivered in accordance with Joburg Market's usual policies and procedures), the Contractor bearing all the risks and charges in the Product until completion of delivery is confirmed in writing by Joburg Market.
- 3.21 “Delivery Period” means that period agreed in writing between the Parties in relation to Delivery of the Product or parts thereof by the Contractor, any delay in which shall be deemed a breach of this Agreement and entitle Joburg Market to exercise its remedies in terms of this

- Agreement or at law.
- 3.22 “Dumping” means a private enterprise resident outside of the RSA market 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.
- 3.23 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of this Agreement to the detriment of any bidder or Joburg Market, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 3.24 “Intellectual Property” means collectively, patents, copyright, trademarks, logos, style names, slogans, designs, models, methodologies, inventions, software object code or programme interface and/or structure, and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for their protection) which are used or held, whether or not currently, in connection with Joburg Market’s business and includes the Confidential Information and, “know-how” being ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes and methods used in connection with Joburg Market’s business, and, all available information regarding marketing and promotion of the goods and services of Joburg Market, and, all and any modifications or improvements to any of them.
- 3.25 “Joburg Market” means Joburg Market (SOC) Limited (trading as Joburg Market), a corporatized municipal entity incorporated in terms of the laws of the RSA under registration number 2000/023383/07 and with VAT registration number 4840195038, with its *domicilium citandi et executandi* situated at The Office of the CEO, 3<sup>rd</sup> Floor, Main Building, Joburg Market, 4 Fortune Road (off Heidelberg Road), City Deep, 2049, Johannesburg.
- 3.26 “Imported Content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the RSA place of entry as well as transportation and handling charges to the factory in the RSA where the Product covered by the bid will be manufactured.
- 3.27 “Local Content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 3.28 “Order” means an official written order or requisition issued for the supply of the Product.
- 3.29 “Parties” mean the Contractor and Joburg Market and “Party” shall mean that one of them be indicated by the context.
- 3.30 “Product” means, depending on the subject matter of this Agreement, either or both of:
- 3.30.1 “Goods” e.g. plant, equipment, machinery, manufactured items and/or other materials or combined works that the Contractor is required to supply to Joburg Market including (where usually, logically or of right or common practice) ancillary services such as installation, commissioning, provision of technical assistance, after sales support, warranty services etc. and/or
- 3.30.2 “Services” e.g. those functional, consulting and/or professional services or combined works the Contractor as service provider is required to render to Joburg Market including (where usually, logically or of right or common practice) ancillary goods such as spare parts, packing, documents, manuals, reports etc.).
- 3.31 “RSA” means the Republic of South Africa as defined in section 1 of the Constitution of the Republic of South Africa (108 of 1996).
- 3.32 “Signature Date” means the date of the on which this Agreement, or any other document in relation thereto, is signed by the Party signing it last in time on the last date in time.
- 3.33 “VAT” means Value-Added Tax defined and levied in terms of the Value-Added Tax Act (89 of 1991) and unless stated to the contrary, all amounts quoted in this Agreement are quoted

## TERMS AND CONDITIONS OF SUPPLY AND/OR SERVICE

### 4. Relationship between the Parties

- 4.1 The Contractor shall fulfil its obligations in terms of this Agreement as an independent contractor to Joburg Market and not as an employee, labour broker, agent, partner (whether in consortium or joint venture) of Joburg Market; and, neither it nor any of its employees shall hold itself/themselves out as being the same.
- 4.2 In addition, save as set out herein, neither Party shall be entitled to bind the other Party to any representation, obligation or promise of any nature whatsoever, pledge the credit of the other or incur any liability on behalf of the other Party or purport to do so.

### 5. Good Faith and Commitment to Ethical Conduct

- 5.1 The Parties commit to ethical business conduct and undertake to exercise and display the utmost good faith to one another in giving effect to the terms of this Agreement.
- 5.2 Without limiting the generality of the foregoing the Parties undertake not to accept, offer, induce, permit or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as a bribe or an attempt to otherwise exert undue influence over the recipient.
- 5.3 The Parties will use their best endeavours to prevent their officers, employees, agents and contractors from doing any of the foregoing; or, to otherwise act in a manner which a reasonable and informed person would regard as unethical or do anything which could reasonably be expected to damage or diminish the reputation or business image of the other.

### 6. Commencement, Duration and Renewal

- 6.1 This Agreement shall commence on the Commencement Date and endure for the Contract Period, delimited in terms of time and/or the expenditure of a particular amount, as set out in the Contract Schedule.
- 6.2 In the event that the Contractor's obligations is to be performed in terms of a project plan or in phased or other manner, the same shall be set out in a separate annexure.
- 6.3 Unless provision is made for renewal in the Contract Schedule, this Agreement shall terminate on the expiry of the Contract Period unless terminated earlier in terms of this Agreement or at law. Any renewal shall be conditional upon the subject matter of this Agreement being susceptible for renewal and, the proper performance by the Contractor of its obligations during the initial Contract Period.
- 6.4 However, notwithstanding anything to the contrary contained in this Agreement or any terms contained in any document produced whether in relation to this Agreement or otherwise by Joburg Market or the Contractor, any renewal of this Agreement shall at all times:
  - 6.4.1 remain within the discretion and at the option of Joburg Market,
  - 6.4.2 be express and in writing, and
  - 6.4.3 executed no sooner than three (3) months before and no later than the termination date.

### 7. Product Scope / Scope of Work

The relevant part of Annexure A shall apply in relation to the description, quality and quantity of the Product (goods, services, works or any combination thereof) to be delivered to Joburg Market in terms of this Agreement.

- 7.1 The Product shall conform to the standards, specifications and/or scope of work set out in the bidding documents and, where applicable, be packed in a manner designed to prevent damage or deterioration during transit to its final destination / Joburg Market, which packing, marking, case size, weights and documentation both inside and outside the packaging shall:
  - 7.1.1 be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
  - 7.1.2 take into consideration, where appropriate, the location of the Product's final destination and

the absence of heavy handling facilities at all points in transit.

- 7.1.3 comply strictly with such special requirements expressly provided for in the bidding documents and in any subsequent instructions ordered by Joburg Market.

#### Incidental Product / Services

- 7.2 The bid documents may require that the Contractor provide any or all of the following incidental Product (services, goods or works including materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor or its principal):
  - 7.2.1 performance or supervision of on-site assembly and/or commissioning of the Product.
  - 7.2.2 furnishing of tools required for assembly and/or maintenance of the Product.
  - 7.2.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the Product.
  - 7.2.4 performance or supervision or maintenance and/or repair of the Product, for a period agreed by the Parties, provided that this shall not relieve the Contractor of any warranty obligations under this Agreement.
  - 7.2.5 training of Joburg Market's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Product.
  - 7.2.6 such spare parts as Joburg Market may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under this Agreement and advance notification to the discontinuation of any particular model of Product, spare parts etc. in sufficient time to permit Joburg Market to procure needed requirements.
- 7.3 Prices charged by the Contractor for incidental Product and/or services, if not included in the Contract Price, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

#### 8. Product Guarantee

- 8.1 The Contractor warrants that the Product shall be fit for the intended purpose of use and free of defect, arising from design, materials, or workmanship (except when the design and/or material is required by Joburg Market's specifications) or from any act or omission of the Contractor and that it is new, unused, of the most recent or current model, and incorporates all recent improvements in design and materials unless provided otherwise in the bid documents.
- 8.2 Unless a more favourable Product warranty is offered by the Contractor or warranty terms are expressly agreed between the Parties (refer annexures and Contract Schedule), this warranty shall remain valid for twelve (12) months after the Product have been delivered to Joburg Market or, for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.
- 8.3 Joburg Market shall notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, within the reasonable period specified therein and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to Joburg Market. If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in the notice, Joburg Market may proceed to take such remedial action as may be necessary at the Contractor's risk and expense and without prejudice to any other rights, which Joburg Market may have against the Contractor.

#### 9. Contractor Personnel

The Contractor shall employ and provide all qualified and experienced personnel required to perform the Services and shall take all measures necessary and shall provide all materials and equipment necessary to enable personnel to perform their duties in an efficient, workmanlike and professional manner.

## Personnel Schedule

- 9.1 If required in terms of this Agreement, the Contractor shall provide key persons or named personnel listed (including titles, job descriptions, qualifications and estimated periods of engagement) in a Personnel Schedule who will perform specific duties for periods of time indicated therein in the delivery of the Product; and shall forward same to Joburg Market for approval within ten (10) days of the Signature Date or the Commencement Date (whichever is the earlier).
- 9.2 If at any time, a key person cannot be made available, the Contractor may engage a replacement who is equally or better qualified to perform the stated duty. Where the fees for the Product are time-based, the fee payable for a person provided as a replacement to a named key person shall not exceed that which would have been payable to the person replaced and the Contractor shall bear all additional costs arising out of or incidental to replacement of personnel.
- 9.3 Where the Contractor proposes to utilise a person not listed in the Personnel Schedule, it shall submit the name, relevant qualifications and experience of the proposed replacement person to Joburg Market for approval. Should Joburg Market not object in writing within ten (10) days of receipt of such notification, the replacement shall be deemed to have been approved by Joburg Market.

## 10. Payment and Pricing

- The Contract Price shall be fixed and not vary from the Contractor's tendered prices with the exception of variations allowed in the tender document.
- 10.1 The method and conditions of payment (in South African Rand) to be made to the Contractor under this Agreement shall be specified in relevant part of Annexure A. Unless specified to the contrary in Annexure A, payment shall be made thirty (30) days from the end of the month in which the relevant invoice is received.
- 10.2 Notwithstanding the foregoing, payment shall at all times remain subject to such deductions / penalties as may be allowed in terms of this Agreement and the Contractor upon fulfilment of its obligations furnishing Joburg Market with a valid tax invoice accompanied by a copy of the delivery note, completion certificate or such other document as may be prescribed or customary given the subject matter of the Product delivered.

## Increases

- 10.3 The Contractor shall not be entitled to increase its rates or prices to Joburg Market; however, in the event of an annual or multi-year agreement, the Contractor shall be entitled, on the anniversary of the Commencement Date, to increase its rate and/or prices to Joburg Market by an amount not exceeding CPI.

## Taxes and Duties

- 10.4 The Contractor shall be entirely liable for all taxes, stamp duties, license fees, and other such levies imposed in relation to the Product / this Agreement, whether levied in the RSA or abroad, until the Product is delivered to Joburg Market.

## Withholding and Set-Off

- 10.5 The Contractor shall not be entitled because of any (improvement) lien, set-off, counter-claim, abatement or other similar deduction to withhold delivery or hand-over of any of the Product under any circumstances including when same is disputed.

## 11. Performance Security

If specified in the bid documents, Joburg Market may within thirty (30) days of the Signature Date, require the Contractor to furnish Joburg Market with performance security in the amount

- specified in the bid documents (refer Contract Schedule), the furnishing of which shall be a resolute condition to the continued operation of this Agreement.
- 11.1 The performance security shall be denominated in South African Rand and shall be a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the RSA.
- 11.2 The bank guarantee shall be payable to Joburg Market on demand, in whole or in part, as either contractual penalties or, as compensation for any loss resulting from the Contractor's failure to comply with its obligations under this Agreement.
- 11.3 The performance security will be discharged by Joburg Market and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's obligations under this Agreement, including any warranty obligations, unless otherwise specified.
12. Performance Review and Contractual Penalties
- The Contractor's performance of its obligations in terms of this Agreement may be monitored and evaluated by Joburg Market in terms of its performance measurement criteria and contract management systems from time to time against the requirements of this Agreement. In the event that the Contractor's performance is at any time, in Joburg Market's reasonable opinion:
- 12.1 not carried out in accordance with this Agreement and/or any instruction to rectify any performance shortcoming, whether or not the obligation arose as a result of a breach of this Agreement or a performance evaluation, or
- 12.2 of a quality not in conformance with the specifications that places the objectives of this Agreement or Joburg Market's public service delivery mandate at undue risk, or
- 12.3 represents a performance shortcoming or delay or a series or trend of such shortcomings or delays which is likely to continue or recur,
- Joburg Market shall at its discretion and with reservation of Joburg Market's rights in terms of this Agreement and its remedies at law to:
- 12.4 suspend the Contractor and at the Contractor's cost take or cause corrective action and/or take over the rendering of the services / supply of the goods in whole or in part (itself or through another party) to the extent and for the time deemed necessary to remedy or rectify the performance shortcomings or delays, or
- without prejudice to claim damages in lieu of the following and/or Joburg Market's right to terminate this Agreement, to deduct from any payments due and payable to the Contractor:
- 12.5 a contractual penalty, calculated on the delivered price or Contract Price of the delayed goods or underperformed services, per instance, in an amount equal to the Default Interest pro-rated per day of delay or as a percentage of underperformance, and/or
- 12.6 calculated as the reasonable cost of repair or replacement, any damage to Joburg Market's property, plant, equipment and/or infrastructure attributable to the wilful or negligent actions and/or omissions of the Contractor.
13. Inspections, Tests and Analyses
- 13.1 All pre-bidding testing will be for the account of the bidder / Contractor. If it is a bid condition that Product to be produced or rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Contractor shall be open, at all reasonable hours, for inspection by a representative or nominee of Joburg Market.
- 13.2 If there are no inspection requirements indicated in the bidding documents but during the Contract Period Joburg Market in its discretion decide that inspections shall be carried out, the Contractor shall make the necessary arrangements, including payment arrangements with the testing and/or certification authority concerned. If the results of the foregoing inspections, tests and/or analyses reflects that the Product is:
- 13.2.1 in good order and/or complies with the bid requirements, the cost of the inspections, tests and analyses shall be defrayed by Joburg Market, or
- 13.2.2 defective and/or does not comply with the bid requirements, tests and analyses shall be defrayed by the Contractor.

- 13.3 Joburg Market shall, irrespective of whether defective and/or non-compliant Product was previously accepted by it, be entitled to reject the same based on the inspections, tests and/or analyses result.
- 13.4 Any Product may on or after (subject to the Product guarantee) Delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of this Agreement. Such rejected Product shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at its own cost and forthwith substitute them with Product which do comply with the requirements of this Agreement. Failing such removal, the rejected Product shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute supplies forthwith, Joburg Market may, without giving the Contractor further opportunity to substitute the rejected Product, purchase such Product as may be necessary at the expense of the Contractor.
- 13.5 Joburg Market's right (whether personally or through a third party) to test, inspect, analyse or certify the Product and the remedies set out above, shall be without prejudice to Joburg Market's right to terminate this Agreement for breach, impose contractual penalties or to claim damages in lieu of the penalty.
14. Limited Exclusivity  
The appointment of the Contractor by Joburg Market is on an exclusive basis and Joburg Market shall for the duration of this Agreement obtain all of the Product listed in the scope of work from the Contractor, subject thereto that:
- 14.1 the Contractor is not in default of its obligations in terms of this Agreement, failing which the exclusivity afforded to the Contractor shall end and Joburg Market shall be free to conclude contractual arrangements with third parties.
- 14.2 no provision in this Agreement shall prohibit the procurement of similar Product from a national department, provincial department, or a local authority; or, outside of this Agreement in small quantities or to have minor essential Product executed if an emergency arises which in Joburg Market sole discretion cannot timeously be delivered / rendered by the Contractor.
15. Intellectual and Property Rights
- 15.1 In respect of the Product any of the same that are either transferred or rendered to Joburg Market under this Agreement, including without limitation the items listed in the scope of work (if any) or any part of them, the Contractor warrants, to the best of its knowledge, that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Joburg Market it will have full and unrestricted rights to sell and transfer the Product. For the avoidance of doubt, it is recorded that any Intellectual Property Rights created prior to the Commencement Date or the Signature Date (whichever is the earlier), shall vest exclusively with the Party who created same and this Agreement does not transfer to the receiving Party title to any Intellectual Property Rights so vested.
- 15.2 The Contractor hereby indemnifies Joburg Market against losses arising directly out of any claim brought by a third party that operation, possession or use of the Product in accordance with the terms of this Agreement infringes an RSA patent or copyright or is subject to claims of misappropriation of trade secrets protected by RSA law. Where any Product become the subject of any such claims, the Contractor may, in consultation with Joburg Market, choose to either at the Contractor's cost to:
- 15.2.1 obtain the right of use of the Product if commercially practicable, or
- 15.2.2 replace or modify the Product to avoid the claim of infringement, or
- 15.2.3 require that Joburg Market cease use of the item of Product and return it to the Contractor / supplier, in which case the Contractor shall refund Joburg Market the consideration paid by

Joburg Market for that item of Product and any additional costs incurred by Joburg Market in relation to such return including the costs of obtaining reasonably similar replacement Product.

- 15.3 This indemnity shall not apply if such claim is made by a parent, subsidiary or affiliate of Joburg Market or Joburg Market's holding company, or results from any modification, alteration, repair or addition made by Joburg Market to the Product to the extent that if it were removed, the infringement or violation would cease, or arises out of the use by Joburg Market of the Product in combination with any other product, service or materials.
16. Confidentiality, Non-Disclosure and Use of Contract Documents
- 16.1 All of Joburg Market's Confidential Information, Intellectual Property and know-how received by or exchanged with the Contractor, shall be kept confidential and not disclosed by the Contractor to any person other than a person employed by the Contractor in the performance of this Agreement. Disclosure to employed persons shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance and the Contractor shall take all reasonable steps to minimise the risk of disclosure.
- 16.2 Notwithstanding the foregoing, the Contractor may disclose Confidential Information to its own professional advisers and, if required to do so by law or any applicable regulatory requirement or requested to do so by any regulatory body to whose jurisdiction the Contractor is subject or with whose instruction it is customary to comply.
- 16.3 All documents produced in the course of this Agreement or in relation thereto, shall remain or become, as the case may be, the property of Joburg Market and Joburg Market shall be entitled to require the return (all copies) to Joburg Market on completion of the Contractor's performance
- 16.4 The Contractor's confidentiality and non-disclosure obligations shall endure indefinitely beyond the termination of this Agreement until such Confidential Information enters the public domain.
17. Restraint
- 17.1 The Contractor undertakes in favour of Joburg Market that it shall not during the currency of this Agreement nor for a period of one year after its termination (for whatsoever reason) in any manner entice away, offer employment to or employ whether directly or indirectly, alone or jointly any of Joburg Market's employees in any capacity including that of advisor, agent, consultant, director, employee, financier, manager, member of a close corporation, member of a voluntary association, partner, proprietor, or trustee unless the express, prior written consent of Joburg Market is obtained thereto.
18. Cession and Assignment
- 18.1 The Contractor shall not without Joburg Market's prior written consent being obtained, which consent shall not unreasonably be withheld, be entitled to cede, assign, transfer, make over or otherwise part with or encumber its rights and/or obligations under this Agreement. When requesting such consent, or at any time thereafter, the Contractor shall notify Joburg Market in writing of all subcontracts awarded under this Agreement. Such notification shall not relieve the Contractor from its liability or obligation under this Agreement.
19. National Industrial Participation (NIP) Programme
- 19.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
20. Indemnity and Insurance
- 20.1 The Contractor hereby indemnifies Joburg Market and agrees to keep it indemnified and hold it harmless against any loss or claim, including claims for damage to equipment or property or, personal injury resultant disability or, loss of profit, income or opportunity, howsoever caused and whether general or special, direct or consequential (collectively "any loss"), either on or

- about the premises of Joburg Market, including by or in relation to third parties arising out of this Agreement or the Product delivered, rendered or manufactured pursuant thereto.
- 20.2 The Contractor shall maintain a paid up policy of public liability insurance suited to the risks inherent to its business and the possible exposures it may encounter in the execution of this Agreement. The Contractor shall be obliged to notify Joburg Market of any claims made against the said policy.
21. Impossibility of Performance
- 21.1 No Party shall be responsible to the other for its failure to perform or any delay in performing any obligation under this Agreement in the event and to the extent that such failure or delay is caused by impossibility of performance ("Force Majeure"). For the purposes of this Agreement, Force Majeure shall mean any circumstance which is beyond the reasonable control of the Party giving notice of Force Majeure ("the affected Party"), which may include but will not be limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockage, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightening or other adverse weather condition, epidemic, quarantine, accident, acts or restraints of government imposition, or restriction of or embargoes in imports or exports.
- 21.2 Notwithstanding the foregoing, the following shall in no circumstances be treated as an event of Force Majeure:
- 21.2.1 a labour dispute, strike or lockout that could have been averted had the Contractor reasonably acceded to the demands made of it.
- 21.2.2 economic distress and/or inability to meet a payment because of a lack of funds or exchange rate fluctuation.
- 21.2.3 breakdown or damage to Contractor equipment and/or other machinery.
- 21.3 The affected Party shall give notice to the Party not so affected ("the other Party") immediately upon the occurrence of an event of Force Majeure. If the event that the Force Majeure is of such a nature that it will:
- 21.3.1 result in impossibility of performance of an obligation going to the root of the agreement, the other Party shall be entitled on receipt of notice of the Force Majeure event to terminate this Agreement upon notice to the Affected Party but shall not be entitled to recover any damages, which it may suffer as a result of premature termination.
- 21.3.2 not result in impossibility of performance of the obligation in question but will delay its performance, the affected Party shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both Parties, provided that if any Force Majeure event persists for a period in excess of three Months the other Party shall be entitled to terminate this Agreement forthwith but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.
22. Breach and Early Termination
- 22.1 Should a Party breach any of its obligations in terms of this Agreement and fail to remedy such breach within ten (10) days from receipt of a written notification calling upon such Party to do so, the aggrieved Party shall, without prejudice to any other right or remedies which it may have, be entitled to cancel this Agreement without further notice being required.
- 22.2 Notwithstanding the foregoing and in addition to any other recourse Joburg Market may have, Joburg Market shall be entitled (without prior notice to remedy any particular breach having been given or being required) to cancel this Agreement forthwith on written notice should any of the following events occur:
- 22.2.1 The Contractor and/or its officials, employees and/or representatives commit any crime of

which dishonesty is an element against Joburg Market or maliciously destroys the property of Joburg Market or take any violent, abusive, coercive or threatening action against any person whilst on the Property or in relation to customers, Contractors or suppliers of Joburg Market or collude in such conduct.

- 22.2.2 The Contractor repudiates this Agreement by acting, or omitting to act, in a manner that reasonably demonstrates to Joburg Market the Contractor's intention not to be bound by this Agreement.
- 22.2.3 Any composition, compromise or arrangement with the creditors of the Contractor and/or procedure taken in relation to the suspension of payments, moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation by way of arrangement or otherwise of the Contractor including the appointment of a liquidator, administrator, judicial manager other than where such action is dismissed, withdrawn or discharged within ten (10) days of being brought or, if demonstrated to the satisfaction of Joburg Market, within that ten-day period, that such action is frivolous or vexatious and is being contested by the Contractor.
- 22.2.4 The Contractor suspends or ceases to carry on, or threatens to suspend or cease to carry on, all or a material part of its business activities or, whether or not it has acted as aforesaid, abandons any works at Joburg Market's premises or the particular site of work.

## 23. Dispute Resolution

Save in respect of those provisions of this Agreement which provide for their own remedies or disputes which would be incompatible with arbitration, any dispute which arises and cannot be resolved by the operational personnel of the Parties shall be resolved through a process of alternative dispute resolution in accordance with the procedure set out below:

### Mediation

- 23.1 In the event that the operational personnel of the Parties, acting within the scope of their (delegated) authority, are unable to resolve a dispute, that dispute shall be referred to a joint committee comprising of the Chief Executive Officer of each of the Parties (or their suitably authorised alternate or nominee) who will use their reasonable commercial endeavours to resolve the dispute within twenty (20) days of the dispute having been referred to them; however, should the joint committee be unable to resolve a dispute within that time period, any Party shall have the right to demand that the dispute be referred for determination by an arbitrator agreed on by the Parties.

### Prescription

- 23.2 The Parties agree that upon the failure to reach a mediated resolution that a written demand given by either Party to submit such a dispute in terms of this clause to arbitration is to be deemed a legal process for interrupting extinctive prescription in terms of the Prescription Act (68 of 1969).

### Arbitrator

- 23.3 The arbitrator shall be, if the matter in dispute is principally:
- 23.3.1 an accounting matter - independent auditors agreed between the Parties or, failing such agreement within five (5) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the president for the time being of the South African Institute of Chartered Accountants (or its successor body), whereupon the Parties shall forthwith appoint such person as the arbitrator,
- 23.3.2 any other matter - an impartial attorney or advocate of not less than ten (10) years' standing agreed between the Parties or, failing such agreement within five (5) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the president for the time being of the Law Society of the Northern Provinces (or its successor body), whereupon the Parties shall forthwith appoint such person as the arbitrator,

- 23.4 Should the Parties to the dispute fail to agree whether the dispute is principally an accounting or any other matter within five (5) business days after the arbitration was demanded, the matter shall be deemed to be any other matter and the provisions in relation to “any other matter” shall apply.
- 23.5 Should any person appointed to do so fail or refuse to nominate an arbitrator, either Party may approach any court having jurisdiction to make such appointment and, to the extent necessary, such court is expressly empowered to do so.
- 23.6 The arbitrator shall:
- 23.6.1 have power to open up, and review any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision or notice had been issued.
- 23.6.2 be obliged to give his award in writing fully supported by reasons and shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.

#### Arbitration

- 23.7 The arbitration shall be conducted in accordance with, save as set out herein, the Commercial Rules of the Arbitration Foundation of Southern Africa:
- 23.7.1 held with only the Parties and their representatives present thereat at Johannesburg unless mutual agreement on an alternative place is reached between the Parties; and
- 23.7.2 where possible, be concluded in twenty (20) days after it has been demanded and the Parties shall use their reasonable commercial endeavours to procure the expeditious completion of the arbitration.
- 23.8 The evidence, representations, transcript and information generally made available during the course of the arbitration and/or arbitrator’s award constitute Confidential Information and shall be treated as such.
- 23.9 The costs of the arbitrator and the incidental costs of the arbitration shall be borne equally by the Parties to the dispute subject thereto that the arbitrator shall be competent to make any interim and/or final order as to the costs, or parts thereof, as he deems appropriate.
- 23.10 The award of the arbitrator shall be final and binding on the Parties and any Party shall be entitled to apply to a competent court to have the award made an order of court.
- 23.11 Nothing under this heading shall prevent any Party from seeking urgent relief in the High Court of South Africa.

#### 24. Notices and Domicilia

- 24.1 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. The addresses of the Parties set out in the Contract Schedule shall be the Parties’ chosen as its *domicilium citandi et executandi*.
- 24.2 A Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address provided that the change shall become effective on the tenth day from the deemed receipt of the notice by the other Party.
- 24.3 Any notice to a Party, and it shall be competent to give notice by fax and email, unless the contrary is proved, deemed to have been received if delivered by:
- 24.3.1 registered post to the Party’s postal address, on the tenth (10th) Day after posting;
- 24.3.2 hand to a responsible person during ordinary business hours at the Party’s physical address, on the date of delivery; or
- 24.3.3 fax to its usual fax number, on the date of dispatch.
- 24.3.4 email to its usual email address, on the date of dispatch.
- 24.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi* or its usual fax number or email address.

25. Counterparts

25.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute the same agreement as at the Signature Date of the Party last signing one of the counterparts.

26. Legal Advice and Costs

26.1 The Parties acknowledge that the provisions of this Agreement are fair and reasonable in the circumstances and in accordance with the Party's intentions and they had been free to secure legal and professional advice as to the nature and effect of the provisions of this Agreement and that it had either taken such advice or dispensed with the necessity of doing so and, each Party will bear its own costs incidental to the negotiation and preparation of this Agreement

26.2 In the event of a dispute arising between the Parties, the guilty Party shall be liable to the innocent Party for any costs, including attorney and client costs, the cost of expert witnesses, advocates costs as on brief and any other professional costs incurred by a Party arising out of the breach by a guilty Party of any of the provisions of this Agreement.

27. General

27.1 This Agreement constitutes the whole agreement between the Parties and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

27.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement or other document executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties.

27.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

27.4 The Parties are in express agreement that it is not the intention of any Party to violate any public policy, statutory or common law, and that if any sentence, paragraph, clause or combination of the same is in violation of the law of the RSA, such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and this Agreement shall remain binding upon the Parties hereto.

I \_\_\_\_\_ (full name) the undersigned hereby certify that I've read the content of the general conditions of contract and accept the conditions herein.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

**OHS ACT DECLARATION AND SUBMISSION**

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

1. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
  - i) Section 8: General duties of Employers to their employees
  - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
  - iii) Section 13: Duty to Inform
  - iv) Section 37: Acts or omissions by employees or mandatories
  - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
2. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
3. Bid document Volume 5: Johannesburg Roads Agency's Specification for Occupational Health and Safety, including all the Annexures.
4. Bid document Volume 3: Project Specification PD: Supplement to Volume 5: Specification for Occupational Health and Safety.
5. Bid document Volume 3: C1.7 Agreement in terms of Occupational Health and Safety Act.

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**Offer**

The employer, Joburg Market, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A SERVICE PROVIDER WITH A CIDB GRADING OF 4SI OR HIGHER FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF ELEVATORS AT THE JOBURG MARKET MAIN BUILDING**

The tenderer, \_\_\_\_\_, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

Rand .....  
.....(in words);

R..... (in figures)

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer**

(Name and .....

address of organization/)

.....

Name and signature of witness ..... Date .....

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1: Agreements and contract data (which includes this agreement) Part C2: Pricing data

Part C3:  
Scope of work

Part C4:

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the Employer**

Name and .....

Signature of witness ..... Date .....

**Schedule of**

**Deviations**

**Notes:**

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

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

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

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

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**CONFIRMATION OF RECEIPT**

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

The .....[day]

of .....[month]

20 ..... [year]

at .....[place]

For the Contractor: .....

Signature

.....

Name

.....

Capacity

Signature and name of witness: .....

Signature

.....

Name

## C1.2 CONTRACT DATA

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER WITH A CIDB GRADING OF 4SI OR HIGHER FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF ELEVATORS AT THE JOBURG MARKET MAIN BUILDING</b>
<b>CONTRACT NO:</b>	<b>PMO-CP-015-2024/2025</b>
<b>C.1.2 Contract Data</b>	
<p>The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a>.</p> <p>The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p>	
<b>Part 1: Data provided by the Employer</b>	
<b>Clause</b>	<b>Data</b>
1.1.1.13	<p><b>Clause 1.1.1.13: Defects Liability Period</b></p> <p>The Defects Liability Period is <b>6 months</b>, measured from the date of the Certificate of Completion</p>
1.1.1.14	<p><b>Clause 1.1.1.14: Due Completion Date</b></p> <p>The time for achieving Practical Completion is 4 months after the Commencement Date</p>
1.1.1.15	The name of the Employer is <b>Joburg Market</b> represented by Then Supply Chain Department and/or such persons or person duly authorised to be the Employer in writing.
1.1.1.26	The Pricing Strategy is a bill of quantities
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p><b>Delivery Address:</b>  <b>Attention:</b> Supply Chain Management  <b>Joburg Market 04</b>  <b>Fortune road</b>  <b>City deep</b>  <b>2049</b></p>
2.4.1	<p>"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> <li>• The form of offer and acceptance</li> <li>• Contract forms</li> </ul>

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

	<p>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p>
5.3.1	<p><b>Clause 5.3.1: Commencement of the Works</b></p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>a) Health and Safety Plan (Refer to Clause 4.3)</li> <li>b) Initial programme (Refer to Clause 5.6)</li> <li>c) Security (Refer to Clause 6.2)</li> <li>d) Insurance (Refer to Clause 8.6)</li> <li>e) Cash flow projection</li> </ul>
5.3.2	<p><b>Clause 5.3.2: Timeframe to deliver documentation</b></p> <p>The time to submit the documentation required before commencement with Works execution is <b>fourteen (14) days.</b></p>
5.4.4	<p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”</p>
5.8.1	<p><b>Clause 5.8.1: Non-Working Times</b></p> <p>The non-working days are Saturdays and Sundays. The special non-working days are:</p> <ul style="list-style-type: none"> <li>1. All gazetted public holidays falling outside the year end break.</li> <li>2. The year-end break commencing on 13 December and ending on 10 January.</li> </ul>
5.12.2.	<p><b>Clause 5.12.2.: Some reasons for extension of time Clause</b></p> <p><b>5.12.2.2: Abnormal climatic conditions.</b></p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the</p>

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

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

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

**C1.3 CONSTRUCTION GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address:

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means:

"Site" means: .....

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

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

Amount in words: .....

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

Amount in words:

"Expire Date" means:

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date .....

Guarantor's signatory: (1) .....

Capacity.....

Guarantor's signatory: (2) .....

**PART C2: PRICING DATA AND BILL OF QUANTITIES**

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## C2.1 PRICING INSTRUCTIONS

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

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

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

## C2. 2 BILL OF QUANTITIES

- The project cost must be inclusive of all chargeable costs to Joburg Market. Joburg Market will not pay any amount outside of the quoted amount or any third party costs.

### NEW ELEVATORS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SHE file	No	1		
2	Preliminary and generals (site establishment, office overheads etc.)	Sum	1		
3	Removal of existing elevators	No	2		
4	Supply, installation and commissioning of elevators as per the specification	No	2		
5	Water leak detection and provide report and a proposed solution with an amount for such included in this pricing	sum	1		
<b>SUB - TOTAL</b>					R
<b>CONTINGENCY @ 15%</b>					R
<b>SUB-TOTAL INCLUDING CONTINGENCY</b>					R
<b>VAT @ 15%</b>					R
<b>GRAND TOTAL</b>					R

## SERVICE AND MAINTENANCE PLAN

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Servicing on a monthly basis	No	12		
2	Call out fee	Sum	1		
3	Issuing of annexure B as per SANS 50081-1	No	1		
<b>Sub - Total</b>					
<b>VAT @ 15%</b>					
<b>Grand Total</b>					

<b>Total for New Elevators</b>	R
<b>Total for Service and Maintenance Plan</b>	R
<b>Tender value including VAT @ 15%</b>	R

**Please take note of the following:**

**The successful bidder is required to supply the Joburg Market with tax invoices for the supply of materials used for repairs, where a markup of up to 15% will be allowed on such purchases.**

Servicing and Maintenance for the 2<sup>nd</sup> and 3<sup>rd</sup> year will be based on the prevailing Consumer Price Index

Issuing of annexure B as per SANS 50081-1 for the 2<sup>nd</sup> and 3<sup>rd</sup> year will be based on the prevailing Consumer Price Index

## PART C3: SCOPE OF WORK

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### **Status**

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

### C3.1 DESCRIPTION OF WORKS

Appointment of a service provider with a CIDB grading of 4SI for the for the supply, installation and commissioning of elevators at the Joburg Market main building

#### C3.1.1 EMPLOYER'S OBJECTIVES

Joburg Market (JM) has an administration building. This building has six (06) floors excluding the ground and mezzanine floors. The building has two elevators that are used to move people and goods between the floors. The existing elevators have reached their life span and are required to be replaced.

#### C3.1. OVERVIEW OF THE WORKS

**Within this context, the *successful bidder* will provide will be responsible for the following:**

- Removal and disposal of existing elevators
- Supply and installation of new elevators
- Supply and install all other related works that will ensure that the elevators are functioning
- Conducting of water leak detection in the lift shaft, submit a report with solution/s and costing thereof
- Testing and commissioning of the elevators
- Provide relevant certification of compliance
- Provide a warranty and guarantee as per lift specifications including a 36 month maintenance and service plan
- The service provider will be responsible for all aspects of the projects, all associated costs; and there will be no variations on the bid price submitted
- The installation of all electrical equipment shall comply with the requirements of the SANS 10142-1 and a Certificate of Compliance shall be issued therefor
- All work to be compliant with OHS act 85 of 1993 (lift, escalator and passenger conveyor regulations)
- The Contractor shall inspect and verify that the existing power feeder system is compatible with the equipment offered and any changes or upgrading of the electrical supply shall be brought to the attention of the Joburg Market Representative/Agent
- Material and equipment damaged in transit and before commissioning and issuing of the certificate of completion, shall be at the cost of the contractor

#### **Elevator specification**

- Type: Passenger elevator with machine room-less
- Dimension: must be equal to the main elevator of the existing elevator
- Item Name: Mega-MRL 1000/1.5 – JX (VVVF) or equivalent
- Capacity : 1000Kg
- Speed : 1m/s
- Floor/stops/openings : 14/ 14/ 14
- Person : 13 to 19
- Car Finished: Hairline stainless steel
- Car door finish: Hairline stainless steel
- Door finish : Hairline stainless steel
- System : Monarch or equivalent
- Type of opening : side opening 2 doors
- Drive system: AC gearless closed load digital VVVF
- Power Supply: 400V AC/ 50Hz
- Power supply for lights: 220V AC/ 50Hz
- Standard : EN81
- Packing : Plywood cases & Bundles

## PART C3.2: SITE INFORMATION

### C4.1 LOCATION FOR THE WORKS

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

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

## EVALUATION REQUIREMENTS

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

### 1. ADMINISTRATIVE REQUIREMENTS (RETURNABLES)

- a) Completed and signed MBD 1, 4, 6.1, 7.1, 8 and 9
- b) General Condition of Contract (GCC) must be signed
- c) All pages of the document must be initialled
- d) Consent and acknowledgments form in terms of the Protection of **Personal Information Act (Act 04 of 2013) as amended**
- e) Rates and taxes account not older than three months or signed lease agreement
- f) Proof of JV bank account (if applicable)
- g) Copies of share certificates (if applicable)

### MANDATORY REQUIREMENTS

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

- a) Registration on the National Treasury Central Database illustrating required compliance 1, 2 and 3 below
  - Or**
  - 1. Submission of a compliant Good Standing TCS, or a Tender TCS or alternatively supply the unique pin number to access the Tax compliance status
  - 2. Proof of company registration documents.
  - 3. I.D. copies for directors/shareholders
- b) **Attendance of the compulsory briefing session**
- c) **Post briefing session inspection of the power and lift shaft (must be undertaken prior to the tender closing)**
- d) **CIDB Grading of 4SI or higher**
- e) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- f) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- g) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required.
- h) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required

## EVALUATION CRITERIA

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

### Functionality

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

Minimum Required Score for functionality is: **80 points out of 100 points and any bidder scoring less than 80 points will not be considered for further evaluation.**

CRITERION	WEIGHTING
<b>Bidders experience in the supply, installation and commissioning of building elevators</b>  <b>References <b>must</b> contain the following information</b> <ul style="list-style-type: none"> <li>• Name of the organization and contact person</li> <li>• Description of the services provided</li> <li>• Telephone number / email address</li> <li>• Project date</li> <li>• Project value</li> <li>• Signature of contact person</li> </ul>	100
<b>TOTAL</b>	<b>100</b>

**Bidder/s** that qualified pre-evaluation in terms of the functionality cut-off points of 80 points will then be evaluated in terms **80/20 preference point system.**

DESCRIPTION	COMPLIANCE TO TENDER SPECIFICATION	POINTS	MAXIMUM POINTS
<b>Bidders experience in the supply, installation and commissioning of building elevators</b>  <b>Reference letter on client letterhead <b>must</b> contain all of the following information:</b> <ul style="list-style-type: none"> <li>• Name of the organization and contact person</li> <li>• Description of the services provided</li> <li>• Telephone number / email address</li> <li>• Project date</li> <li>• Project value</li> <li>• Signature of contact person</li> </ul>	<b>Six (06) reference letters</b> expressing that the bidder has experience in the supply, installation and commissioning of elevators	100	100
	<b>Five (05) reference letters</b> expressing that the bidder has experience in the supply, installation and commissioning of elevators	90	
	<b>Four (04) reference letters</b> expressing that the bidder has experience in the supply, installation and commissioning of elevators	80	
	Less than four (04) letters/ Submission not relevant/ Non- submission	0	

**Bidder/s** that qualified pre-evaluation in terms of the functionality cut-off points of 80 points will then be evaluated in terms 80/20 preference point system.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and specific goals as per the PPPFA Act, No.5 of 2022 and its associated Regulations issued by the National Treasury.

## SPECIAL TENDER CONDITIONS,

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Joburg Market (SOC) LTD reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen.
4. **All bid prices must be in RSA currency and inclusive of VAT.** All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. The lowest or any bid will not necessarily be accepted and Joburg Market reserves the right to accept the entire or any portion of a bid.
6. Bids are to remain valid for a period of **one hundred and twenty (120) days** from the date they are lodged.
7. Tax clearance certificates, Master Registration Number or pin issued by SARS will be accepted. Tax clearance certificates must be valid on the official closing date of the bid.
8. In bids were Consortia / Joint Ventures / Sub-contractors are involved, **each party must submit a separate** Tax Clearance Certificate.
9. The following information / documentation must be attached to every bid document:
  - **Registration on the Central Supplier Database.**
  - **Valid Tax Compliance Status Certificate, Master Registration Number or pin/access**
  - **Proof of applicable company registration documents with proof of shareholding**
  - **Completed and signed MBD 1, 4, 6.1, 7.1, 8 and 9**
  - **B-BBEE Verification Certificate or Sworn Affidavit, or any proof as per claimed Specific Goal; in order for claimed points to be awarded. However QSE and GENERIC SUPPLIERS in the Construction Sector, must submit B-BBEE Certificates issued by SANAS accredited Verification Agencies**
  - **Municipal Rates and Taxes account, not older than 3 months**
  - **JV agreement for Joint Venture companies**
10. Any other relevant information related to this BID/PROPOSAL
11. Bids will be opened immediately after the closing date and time in a venue to be indicated. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
12. The supply chain management policy of Joburg Market allow persons aggrieved by decisions or actions taken by the Entity in the implementation of its Supply Chain Management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the entity against the decision or action.
13. Bids will be received until **11H00 on 06/05/2025**, and must be enclosed in sealed envelopes, bearing the bid reference number and due date
14. Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will be returned unopened to the bidder and will not be accepted for consideration
15. Bidders must note that Joburg Market may on request order more than what is stipulated in the Specification / pricing schedule
16. Queries in relation to this bid should be lodged at [tenders@joburgmarket.co.za](mailto:tenders@joburgmarket.co.za) at least three (3) working days before the closing date, which is on **01 May 2025**