



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR PROFESSIONAL SERVICES

CLOSING DATE: **25 JUNE 2021**

CLOSING TIME: 12H00

BID NUMBER: JDA/PCM002

BID DESCRIPTION: APPOINTMENT OF PANEL OF PROFESSIONAL REGISTERED CONSTRUCTION MENTOR CONSULTANTS

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Offices of the Johannesburg Development Agency, 3 Helen Joseph Street (Formerly President Street), the Bus Factory, Newtown, Johannesburg, 2000

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

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition below)

¹ * 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.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Procurement
Contact Person: Yandisa Dinga E-mail: ydinga@jda.org.za

ANY REQUIRIES REGARDING THE PROJECT MAY BE DIRECTED TO:

Department: Developments
Contact Person: Tanduxolo Ntoyi E-mail: tn toyi@jda.org.za

PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED. TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE TENDER DOCUMENT. FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED.

OFFER

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

BID NUMBER

POSTAL ADDRESS

STREET ADDRESS

CONTACT PERSON

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

COMPANY REGISTRATION NUMBER

NATIONAL CENTRAL SUPPLIER DATABASE NUMBER

VAT REGISTRATION NUMBER

TAX VERIFICATION PIN NUMBER

TOTAL BID PRICE Excluding Value Added Tax

TOTAL BID PRICE in words

.....

.....

..... Excluding Value Added Tax

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THIS BID IS SIGNED

DATE

SUPPLIERS DATABASE REGISTRATION

National Treasury launched the National Central Supplier Database (NCSD) with effect from 1 September 2015.

This will enable prospective suppliers to register their companies on the following website www.csd.gov.za

Transitional Period (1 September 2015 to 30 June 2016)

1. During the transitional period suppliers are requested to register on the website where all their essential information such as Tax Clearance Certificates, VAT, and Company Registration Numbers and CIPC business status will be verified.
2. When conducting business with the JDA, you will be requested to provide us with the following:
 - Supplier Number and;
 - Supplier Registration Security Code so we can print your real time information;
 - Banking details with bank Stamp and;
 - Certified BBBEE Certificate.

Once a supplier has registered on NCSD, it will no longer be a requirement to provide the JDA with an Original Tax Clearance Certificate.

After Transitional Period 1 July 2016

Effective 1 July 2016, the JDA will only award business to suppliers who are registered on NCSD and suppliers will no longer be required to provide information as stipulated above.

For more information on registration, please:

Ms. Kgadi Mphela on 011 688 7813

To all our stakeholders**RE: The channels of reporting fraudulent and Corrupt Activities**

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

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

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

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

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

- Toll free number.....0800 002 587
- Toll free Fax0800 007 788
- SMS (charged @ R1.50).....32840
- Email Address:.....anticorruption@tip-offs.com
- Web site:.....www.tip-off.com
- Free post:.....Free post, KNZ 138, Umhlanga, 4320



Let's join hands to take up the Fight against Fraud and Corruption in our society.

APPOINTMENT OF PANEL OF PROFESSIONAL REGISTERED CONSTRUCTION MENTOR CONSULTANTS

**Project Implementation
2021/23-2023/23**

REQUEST FOR PROPOSAL FOR:

1. Professional Construction Mentor

Contract Number: JDA/PCM002

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ANNEXURES

- A : Business Declaration
- B : Declaration of Interest
- C : Declaration of Past SCM Practices
- D : Particulars of Contracts Awarded by an Organ of State
- E : MBD9 Certificate of Independent Bid Determination
- F : Form of Agreement for Appointment of Consultants – For information only, NOT for completion
- G : Appendices to contract (n/a)
- H : Demo Tax Compliance Status Pin Letter
- I : Organogram
- J : Schedule of similar completed contracts
- K : Declaration on state of municipal accounts

COPY OF ADVERT**TENDERING PROCEDURES****Tender Notice and Invitation to Tender****1. Panel of Professional Construction Mentor**

Contract Number: JDA/PCM002

for the implementation of the JDA Panel of Professional Construction Mentor over three financial years 2021/22 to 2023/24

The JDA is requesting proposals from experienced companies and joint ventures to render professional Construction Mentor services required for the implementation of the *JDA Panel of Professional Construction Mentor over three financial years 2021/22 to 2023/24*.

Documents may be downloaded free of charge from 25 May 2021 on the JDA website: www.jda.org.za and e-Tender portal on www.etenders.treasury.gov.za.

SCM Queries relating to procurement matters may be addressed to Yandisa Dinga at e-mail: ydinga@jda.org.za

Technical queries or queries relating to the panel may be addressed to Tanduxolo Ntoyi, e-mail: tntoyi@jda.org.za

Bidders are welcome to submit questions, which will be answered and uploaded to the JDA website as and when queries are received. Last day for queries is 18 June 2021.

Tenders must only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted.

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

The tender closes at 12:00 on 25 June 2021.

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Offices of the Johannesburg Development Agency, 3 Helen Joseph Street (Formerly President Street), the Bus Factory, Newtown, Johannesburg, 2000

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

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

1. INTRODUCTION

1.1 JDA Background

The Johannesburg Development Agency is a City of Johannesburg owned entity and plays a critical role as an area-based agency and implementing agent for the implementation of capital expenditure for multiple city departments.

1.2 JDA's Development Outcomes

What we aim to achieve:	JDA is a city development agency of the City of Johannesburg that manages and facilitates area based developments in efficient and innovative ways to build an equitable, sustainable and resilient city.
How we operate:	Employing sustainable and resilient city strategies in strategic neighbourhoods to transform the space economy in the City Region
Guiding Principles	Strategic Mid-Term Objectives
Create great places	Restructure the city by developing defined, strategic geographic areas around the city and the movement corridors that link them. Encourage sustainable energy consumption and land-use in the city by developing strategic transit nodes and corridors.
Catalyse growth and investment	Promote economic growth by creating efficient and competitive business environments that cluster industries and functions in these areas. Turn around declining investment trends in these areas by upgrading public space, generating shared visions for future development, and encouraging urban management partnerships.
Connect people to opportunities	Develop local economic potential in marginalised areas to promote access to jobs and markets. Promote economic empowerment through the structuring and procurement of JDA developments.
Co-produce solutions	Support productive development partnerships and co-operation between all stakeholders in these areas.
<u>C</u> ontinuously improve	To strengthen and improve the JDA's corporate governance and operations to ensure that it remains an effective, efficient, sustainable and well-governed organisation

1.3 Purpose of this Request for Proposal

The JDA to achieve its area-based agency mandate, requires the services of construction mentor to assist in all pre-development work including planning, designing and implementation of its CAPEX project for the next three financial years. The aim is to allow the JDA to draw on the skills of construction mentor services to fast-track the in packaging and implementation of catalytic interventions across priority development areas of the City.

The Johannesburg Development Agency (JDA) therefore requests interested professional service providers (companies, firms and joint ventures) to apply to be appointed for a period of three financial years. Over the three-year period, deliverables will be requested through an instruction to perform work only when the services are required.

Proposals for this contract are invited by public tender.

2. PROJECT INFORMATION

2.1 Background of the Assignment

The requirements for noted discipline are to provide full scope of services for JDA CAPEX programs as and when required through a quotation basis.

2.2 General Scope of Services:

The requirement for the Professionally Registered Construction Mentor is to provide full scope of services for Johannesburg Development Agency (JDA), a Professionally Registered Mentor. The services that the Construction Mentors are to provide to the JDA's contractors the Standard Scope of Services for Construction Mentors Registered in terms of the Project and Construction Management Professions Act No. 48 of 2000. As an additional service, the Mentor is to also bring on board a contracts and cost specialist if they themselves cannot fulfil these roles

3. APPOINTMENT AND SCOPE OF SERVICES

The following steps are generally required to be performed by experienced Construction Mentor Consultants in projects, however the request for quotations submitted for each piece of work will specify the necessary requirements for that particular project so that panel members can respond in terms of pricing to those pieces of work.

The following steps are generally required to be performed by experienced Construction Mentor Consultants in projects; (please note the "Contractor refers to the SMME contracted to provide services by the main contractor)

3.1.1 Contractor Skills Assessment

Compilation of a skills assessment report on the Contractor, identifying the Contractor's strengths, shortcomings and operational systems. Determination of the level of input required for each area where a skills shortage is identified.

a. Standard Services

- I. Completion of a skills audit questionnaire with the Contractor.
- II. Determination of the level of skills that the Contractor currently has.
- III. Determination of areas for the Construction Mentor to provide advice.
- IV. Determination of the provisional estimate of time required by Construction Mentor to bring the Contractor up to the required level of skill.
- V. Define and agree preliminary scope of Construction Mentorship services.
- VI. Prepare Preliminary Construction Mentorship Programme and schedule.

b. Deliverables

- I. Preliminary scope of Construction Mentorship services
- II. Preliminary Construction Mentorship programme and schedule

3.1.2 Activity 2 - Mentor Advises Contractor (and Client) and Builds Skills

Advise the Contractor on how best to manage, co-ordinate and integrate advice given and skills transfer required within the agreed scope, time, cost and quality parameters.

a. Standard Services

- I. Review and recommend practical and cost effective alternative construction methods which will comply with the project specifications.
- II. Review tender documentation together with Contractor to establish any cost effective alternative solutions.
- III. Provide advice to the Contractor on the Health and Safety requirements during construction.
- IV. Provide advice on cost control systems as may be required by the Contractor for estimating, budgeting and cost reporting purposes.
- V. Attend the appropriate planning, co-ordination and management meetings as an observer.
- VI. Monitor skills development progress of the Contractor throughout the Construction Mentorship programme.

- VII. Provide advice and contact particulars of relevant training courses provided others that are appropriate for the Contractor's level of expertise.
- VIII. Advise the Contractor on site establishment including the provision of all. Necessary temporary services, storage facilities, security requirements and other site requirements
- IX. Advise Contractor on all matters relating to the project.

b. Deliverables

- I. Proposed Construction Method Statements drawn up by the Contractor
- II. Appropriate cost control systems implemented within the Contractor's organisation
- III. Efficient utilisation of personnel, materials and resources in the delivery of the construction works project
- IV. Personnel employed with the requisite competencies and skills for a Contractor of that size.

3.1.2 Activity 3 - Monitoring of Contractor Skills Assessment

The process of establishing and implementing effective and appropriate monitoring systems to measure the development of the Contractor's skills and capabilities.

a. Standard Services

- I. Select, recommend and agree the monitoring strategy for the Contractor.
- II. Monitor the preparation and implementation of the Health and Safety requirements the project
- III. Monitor the ability of the Contractor to manage the preparation and submission of a Tender
- IV. Monitor the ability of the Contractor to prepare and agree the Project Programme including the scheduling of sub-contractors
- V. Monitor the Contractor's ability to effectively manage the process for procurement of sub-contractors and suppliers in accordance with agreed procedures, including calling for tenders, evaluation of tenders, and award of sub-contracts and supplier agreements.

b. Deliverables

- I. Monitoring Strategy

- II. List of properly appointed sub-contractors and suppliers
- III. Schedule of Health and Safety requirements
- IV. Project programme

3.1.4 Activity 5 – Financial Controls and Management

The process of establishing and implementing effective and appropriate financial controls in order that the Contractor can efficiently manage project-level as well as company-level finances.

a. Standard Services

- I. Analyse project risks and finalise tender submissions
- II. Calculate and determine project cashflow requirements
- III. Identify and implement appropriate project cost control measures for different site Operations
- IV. Project financial reporting on a regular basis
- V. Composite control of multiple project cashflow requirements from a company perspective.
- VI. Financial controls required to balance project cashflow requirements on a continuous basis
- VII. Preparation of annual financial statement

b. Deliverables

- I. Project cash flow that relates to the construction programme, costs and revenue
- II. Risk matrix identifying the financial impacts of a project prior to tender submission
- III. Project cost control systems appropriate to the nature of the project
- IV. Regular project cost reports indicating costs, profits and reasons for any variation from the projected cash flow.
- V. Annual financial statements for the company

3.1.5 Activity 6 - The management and administration of the construction contracts and process

Including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.

c. Standard Services

- I. Assist the Contractor to plan, price, estimate and submit tender proposals.
- II. Advise the Contractor on appropriate industry associations that they should join, along with the advantages of membership.
- III. Facilitate the Contractor's compliance with statutory requirements.
- IV. Facilitate the management of the preparation and agreement of the Health and Safety Plan with the Client's Health and Safety Consultants and sub- contractors.
- V. Facilitate the establishment and maintenance of regular monitoring of all line, level and datum of the works.
- VI. Facilitate the continuous monitoring the compliance by the site management of the Health and Safety Plan.
- VII. Advise the Contractor on the provision of the necessary documentation as required by Health and Safety Consultant for the Health and Safety File.
- VIII. Advise the Contractor on the implementation of the requirements of the Environmental Management Plan.
- IX. Advise the Contractor on how to appoint subcontractors and suppliers including the finalization of all agreements.
- X. Facilitate the receipt, co-ordination, review and approval of all contract Documentation provided by the sub-contractors and suppliers for Compliance with all of the contract requirements.
- XI. Advise the Contractor on how best to monitor the ongoing projects Insurance requirements.
- XII. Advise the Contractor on how to facilitate and manage the establishment of sub-contractors on the site.
- XIII. Advise the Contractor on how to finalize and agree the Quality Assurance Plan with the design consultants and sub-contractors

- XIV. Advise the Contractor on how to continuously monitor the compliance of the quality of the works in accordance with the agreed Quality Assurance Plan.
- XV. Advise the Contractor on how to establish and co-ordinate the formal and Informal communication structure and procedures for the construction process
- XVI. Advise the Contractor on how to regularly facilitate and record the necessary construction management meetings including sub-contractors, suppliers, programme, progress and cost meetings
- XVII. Advise the Contractor on how to finalize and agree the contract programme and revisions thereof as necessary.
- XVIII. Advise the Contractor on how to prepare and finalize the detailed Construction Programme including resources planning
- XIX. Advise the Contractor on how to prepare and agree an Information Schedule for timeous implementation of construction.
- XX. Advise the Contractor on how to continuously manage the review of construction documentation and information for clarity of construction requirements.
- XXI. Advise the Contractor on how to manage and administer the distribution of Construction information to all relevant parties.
- XXII. Advise the Contractor on how to continuously monitor the construction progress
- XXIII. Advise the Contractor on how to manage the review and approval of all necessary shop details and product proprietary information by the design sub-contractors.
- XXIV. Advise the Contractor on how to review and substantiate circumstances and Entitlements that may arise from any changes required to the Contract Programme
- XXV. Advise the Contractor on how to establish procedures for, and monitor all scope and cost variations
- XXVI. Advise the Contractor on how to manage the preparation of monthly progress claims for Payment

- XXVII. Advise the Contractor on how to receive, review and substantiate any contractual claims within the prescribed period
- XXVIII. Advise the Contractor on how to regularly prepare and submit a Construction Status Report, including construction financial status report
- XXIX. Advise the Contractor on how to manage, co-ordinate and supervise all work on and off site.
- XXX. Advise the Contractor on how to manage and co-ordinate the requirements of the direct contractors if required to do so.
- XXXI. Advise the Contractor on how to manage, co-ordinate and monitor all necessary testing and commissioning.
- XXXII. Advise the Contractor on how to co-ordinate, monitor and expedite the timeous rectification of all defects for the achievement of Practical Completion.

d. Deliverables

- I. Health and Safety Plan
- II. Site establishment Plan
- III. Signed Sub-contract Agreements
- IV. Quality Assurance Plan
- V. Construction Communication Organogram
- VI. Record of Construction Meetings
- VII. Agreed Contract Programme
- VIII. Agreed Construction Documentation Schedule
- IX. Detailed Construction Programme including Resource Plan
- X. Design drawings, shop details and proprietary product information
- XI. Monthly progress payment claims
- XII. Construction Status Reports

3.1.6 Activity 7 - Project Close Out

The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project

a. Standard Services

- I. Co-ordinate, monitor and expedite the timeous rectification of all defects for the achievement of Works Completion.
- II. Manage, co-ordinate and expedite the preparation by the relevant sub-contractors of all as-built drawings and construction documentation
- III. Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees
- IV. Manage and expedite the procurement of applicable statutory compliance certificates and documentation
- V. Manage the finalization of the Health and Safety File for submission to the Health and Safety Consultant.
- VI. Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- VII. Manage, co-ordinate and expedite the preparation and agreement of the final accounts with the cost consultants and all subcontractors
- VIII. Co-ordinate, monitor and expedite the timeous rectification of all defects for the achievement of Final Completion.
- IX. Prepare and present Contract Closeout Report
- X. Advise the Contractor on how to upgrade their CIDB Contractor Grading Designation.

b. Deliverables

- I. Health and Safety File
- II. Contract Closeout Report

4. MANAGEMENT OF THIS ASSIGNMENT

Once appointed, each professional will act as an independent service provider, reporting directly to the JDA when a need arises for the particular service they have been appointed for. Service providers must supply sufficient information in the respective service categories or category applied for. Service providers that wish to be appointed as professional service providers must:

- Demonstrate the professional qualifications of principal(s)/employed staff to be appointed.
- Demonstrate the professional experience of principal(s)/employed staff to be appointed.
- Respond to this request for proposal and ensure that all forms are completed in full, together with all annexures and signed by authorised representatives.
- Ensure that all details, as required in this request for proposal and forms are complete, that the furnished information is correct and that the required returnable documents are attached to the proposal. Incomplete applications will not be considered for appointment as service providers.

3.2 Notes

- 3.2.1 **Appointments for the subsequent financial years will be dependent on satisfactory performance and budget availability. Addenda letters will be issued at the commencement of each new financial year.**
- 3.2.2 Bidders are to ensure that they have adequate resources to undertake the work under stringent timeframes.
- 3.2.3 Bidders are required to take cognisance of the role of the other professionals as described in this proposal call and work coherently with them where required.
- 3.2.4 The JDA reserves the right to ask tenderers to replace any member/s of the proposed team if they do not meet the JDA requirements.
- 3.2.5 Successful tenderers will be required to sign the JDA's Standard Form Agreement upon appointment, the appendices of which are attached as Annexure F *for information purposes*.
- 3.2.6 No tender will be awarded to a bidder whose tax matters are not in order with SARS.
- 3.2.7 No tender will be awarded to a bidder who is not registered on CSD.

5. PRICING INSTRUCTIONS

- 4.1 **Tenderers must ensure that the final TOTAL FEE (exclusive of VAT) is correctly carried to the "offer" page. The value recorded on the offer page will be regarded as the tendered**

amount to render services for the complete project period. Failing to price as required will result in the tender being disqualified.

- 4.2 Fees **must** include standard disbursements as indicated, such as typing, drawings, reproduction, copying, binding of documents, telephonic / electronic and facsimile communications, courier, local travel and accommodation, etc as indicated on the pricing table.
- 4.3 Successful tenderers will be remunerated in accordance with JDA's Standard Form Agreement, Appendix 4 which is included under Annexure F for information purposes.
- 4.4 Disputes shall be settled in good faith between parties in an effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation.

6. INDICATIVE PROGRAM

The table overleaf outlines the indicative completion dates of certain milestones for the project:

Milestone	Date
1. Tender publication	May 2021
2. Tender closure	June 2021
3. Award	July 2021
4. Issue of Instructions to Proceed with Works (IPWs) / Request for Quotations (RFQs)	August 2021 -

7. PROPOSAL CONTENT

The bidder's submission must provide the JDA with sufficient information to enable the employer to make a sound and fair evaluation of the proposal. It must clearly indicate the **relevant** previous experience, capability, and capacity of the bidding entity to undertake the project. The proposal should **use the same item numbers as below, using numbered dividers.**

The following minimum documentation must be provided:

7.1 THE "OFFER" PAGE MUST BE COMPLETED IN FULL AND SIGNED. Any bidder who fails to do so will be disqualified.

7.2 A valid BBBEE status level verification certificate substantiating the bidding entities BBBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. **IF A COPY IS SUBMITTED IT MUST BEAR AN ORIGINAL**

CERTIFICATION STAMP. FAILURE TO SUBMIT A BBBEE STATUS LEVEL CERTIFICATE WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBBEE.

An EME must submit a sworn affidavit confirming the following:

- **Annual turnover revenue of R10 million or less; and**
- **Level of black ownership**

Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE Act as amended.

7.3 Company registration documents.

7.4 A copy of the bidding entity's current municipal rates account in the name of the bidding entity or alternatively in the names of the directors / partners of the bidding entity. A lease agreement will also suffice

7.5 Audited financial statements for the past three financial years.

7.6 Details of directors / partners / members and shareholders with certified copies of their identity documents.

7.7 The bidding entity's certificates of professional membership/s to industry bodies.

7.8 A detailed approach and methodology statement. This section should show the tenderer's understanding of the process and input required towards the completion of the required services.

7.9 The forms A to E, I to K annexed, must be scrutinized, completed in full and submitted together with your quotation. Annexure F is for information purposes only.

7.10 A corporate brochure alternatively a brief summary of the entity's background.

7.11 Provide information on the individuals who will be assigned to this project (NOT the entire company). The following must be addressed :

7.12

- Organogram (annexure I)
- role/s and responsibility/ies on this project
- relevant qualifications and attach proof hereof
- number of years of relevant experience in the industry **and** in the proposed role
- detailed CV's for each member of the team noting their specific relevant project experience **[project description, role and responsibilities, project value]**
- individual memberships to professional associations and attach proof hereof

7.13 A schedule of completed contracts of a similar nature to this project ie. building projects, civil projects, and any other professional construction mentorship services were provides . The following details must be included on the schedule (annexure J) :

- Description of the project
- Service rendered
- Name of employer / client and their representative's contact details

- Cost of the works
- Fee obtained for services
- Date of completion
- Letter of reference on the client's letterhead or with the client's company stamp that confirms project scope of work, service rendered and project value. *Practical completion certificates do not constitute as references.*

Tenderers are to submit 2 copies of their proposal (1 original plus 1 copy).

FAILURE TO COMPLY WITH THE REQUIREMENTS ABOVE WILL RESULT IN TENDERERS BEING DISQUALIFIED FOR NON-COMPLIANCE OR NEGATIVELY SCORED IN THE TECHNICAL ASSESSMENT.

Note for consortium and joint ventures

- **EACH** party to a consortium and joint venture is to submit the requisite documents and / or information as requested in item 6 (ie.6.4-6.9, 6.11-6.12, and 6.14)
- An Agreement or Heads of Terms recording the arrangement between the parties to the consortium / joint venture is to be submitted.
- A lead consultant is to be appointed and noted in the submission.
- A trust, consortium or joint venture will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecard as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate tender.

Failure to comply with these conditions may invalidate your offer.

8. ASSESSMENT CRITERIA

Submissions (responses to item 6 above) will be evaluated on the criteria to follow:

- Compliance
- Technical

8.1 Compliance

Bidders will be disqualified in the following instances;

- If any of its directors are listed on the register of defaulters;
- In the case of a bidder who during the last five years has been terminated on previous contracts with the JDA;
- Who did not complete, in full, the tender offer page (ie. priced, all registration numbers provided and signed);
- Who's tender document has been completed in pencil;
- Who's tender document has been faxed;

- Who's tender document has been received after the closing time;
- Who's tender document has not been deposited in the tender box at the time of closing;
- Who is in the employment of the state.

8.2 Technical

The technical assessment is based on the criteria set-out below namely (i) capability of the proposed key team members (i.e. experience, qualifications, and memberships to professional associations per Item 6.13 above) and (ii) the experience of the company (i.e. building and civil projects, and references per Item 6.14 above).

Tenderers will have to submit compliant documents and score a minimum number of points in the technical evaluation in order to be considered further in the evaluation process.

Tenderers will have to submit compliant documents and score a minimum of **112 points (70%) out of possible 160 points** in the technical evaluation to be considered further in the evaluation process.

	Total Points	Criteria	Description of Criteria	Points
<p>A.1</p> <p>Capability of proposed key personnel</p> <p>Detailed CVs indicating track record of the proposed personnel.</p>	A total of 75 points is achievable.	<p>Lead</p> <p>The proposed lead must demonstrate a minimum of 10 years of experience as a construction mentor on built environment projects (building, civil and structural) and must have registration as a Pr. C Mentor.</p>	<p>If <u>any</u> of the following information is not provided per resource, zero points will be awarded:</p> <p>CVs provided must be as per the resources recorded on the organogram; the organogram should match the resources on our Evaluation Criteria.</p> <p>CV's must clearly show the role executed by the proposed resource on said similar projects.</p> <p>CV's must clearly show project experience.</p> <p>CV's must clearly show the project values.</p> <p>The proposed lead resource must have professional registration as a Pr. C.</p>	75

			Mentor with SACPCMP. Must attach certified copies of qualifications and professional registration.	
A.2 Capability of proposed key personnel Detailed CVs indicating track record of the proposed personnel.	A total of 35 points is achievable.	Site based Mentor: The incumbent must demonstrate a minimum of 5 years of experience as a construction mentor on built environment projects (building, civil and structural) and must have a qualification in the built environment.	If <u>any</u> of the following information is not provided, zero points will be awarded: <ul style="list-style-type: none"> • CV's provided must be as per the resources recorded on the organogram • CV's must clearly show building project experience • CV's must clearly show the role executed by the resource on said building projects • CV's must clearly show the values of said building projects. Must attach certified copies of qualifications.	35

	Total Points	Criteria	Description of Criteria	Points
--	--------------	----------	-------------------------	--------

B Company Experience and contactable references for projects	A maximum of 40 points is achievable for Company experience and contactable references on building, civil and structural projects	Three and above	Points will only be allocated for completed projects and reference (where mentoring was provided in built environment projects) letters on similar building, civil and structural projects as listed. References <u>must</u> be on the client's letterhead or on a document stamped by the client and <u>must</u> confirm the project description, services rendered, and values to obtain the points. If <u>any</u> of the required information does not appear in the reference, zero points will be awarded.	40
		One to Two projects		10

8.3 Price and Empowerment

Having completed a technical evaluation, the procedure for the evaluation of technically qualifying tenders is Method 2 (Price and Preferences). The Preference Point System assigns a score to each tenderer based on the tender price and on the tenderer's BBBEE status. These scores are combined to determine an overall score for the tender. The tender with the highest score will be considered for acceptance.

The Preference Point System will be applied as follows:

- For tenders up to R50 million
 - 80 points are assigned to price
 - Up to 20 points are assigned to BBBEE status per the table under item 7.3.1
- Points scored will be rounded off to the nearest 2 decimal places

8.3.1 Points awarded for BBBEE status level

Points will be awarded for empowerment (BBBEE), in accordance with the Preferential Procurement Regulations 2017 published in Government Gazette No. 40553 dated 20 January 2017. The table overleaf is applicable in this regard:

B-BBEE Status Level	Number of Points
---------------------	------------------

Of Contributor	Tenders up to R50 million
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

Notes:

- 8.3.1.1 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act (Act No.53 of 2003).
- 8.3.1.2 Tenderers must submit their original and valid B-BBEE status level verification certificate substantiating their B-BBEE rating. Certificates issued by either verification agencies accredited by the South African Accreditation System (SANAS) is acceptable. **IF A COPY IS SUBMITTED IT MUST BEAR AN ORIGINAL CERTIFICATION STAMP. FAILURE TO SUBMIT A BBEE STATUS LEVEL CERTIFICATE WILL RESULT IN THE BIDDER SCORING ZERO (0) POINTS FOR BBEE.**
- 8.3.1.3 An EME must submit a sworn affidavit confirming the following:
- Annual Turnover Revenue of R10 million or less; and
 - Level of Black ownership
 - Any misrepresentation in terms of bullet point above constitutes a criminal offence as set out in the B-BBEE Act as amended.
- 8.3.1.4 The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and are in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- 8.3.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 8.3.1.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 8.3.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for.
- 8.3.1.8 A person awarded a contract will not be permitted to sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.
- 8.3.1.9 No tender will be awarded to a bidder whose tax matters are not in order with SARS.
- 8.3.1.10 No tender will be awarded to a bidder who is not registered on CSD.

8.3.2 Formula for scoring tender price

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

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

Where

P_s = Points scored for comparative price of tender under consideration

P_t = Comparative price of tender under consideration

P_{\min} = Comparative price of lowest acceptable tender

X = **Points** assigned to price

7.3.3 The total preference points for a tender are calculated with the formula

$$PP = P_s + P_{bee}, \text{ where}$$

PP is the total number of preference points scored by the tenderer

P_s is the points scored for the comparative price of the tenderer, and

P_{bee} is the number of points awarded to the tenderer based on his certified B-BBEE status level

9. RISK TOLERANCE

The JDA has adopted a Risk Tolerance Framework (RTF) which enjoins the JDA to consider its risk exposure to contractors / service providers in terms of the number of contracts awarded to a single contractor / service provider in a particular year.

In terms of the Risk Tolerance Framework, the JDA determines the risk exposure as excessive in instances where the value of the contracts for **individual** professional service providers (eg. project managers / engineers / quantity surveyors / consultants) is either:

1. The greater of R8 million or four contracts / projects in the current financial year or
2. The greater of R12 million or six contracts / projects over two financial years (current year and previous financial year)

And in instances where the value of contracts for **multi-disciplinary** professional service providers (eg. where more than one discipline / service is provided by the same bidder) is either:

3. The greater of R12 million or six contracts / projects in the current financial year or
4. The greater of R20 million or nine contracts / projects over two financial years (current year and previous financial year)

A risk analysis shall be undertaken on the bidder with the highest number of points obtained, to determine whether the tenderer does not exceed the JDA's risk framework criteria as stated above. In other words, whether it falls within the ambit of the Risk Tolerance Framework as acceptable.

JDA reserves the right to award a contract to a bidder who has exceeded the threshold as stated above.

10. CLOSING DATE, TIME AND VENUE FOR SUBMISSIONS

The completed tender document shall be placed in a sealed envelope. The words:

PANEL OF PROFESSIONAL CONSTRUCTION MENTOR CONSULTANTS

: JDA/PCM002 - must be written / typed clearly on the envelope.

must be written / typed clearly on the envelope.

The envelope must be deposited in the tender box at the **Johannesburg Development Agency, Ground Floor, The Bus Factory, 3 Helen Joseph Street (Formerly President Street), Newtown** only between the hours of 08H00 and 17H00.

PLEASE TAKE CAREFUL NOTE Tender closing is 25 JUNE 2021

Bids will be stamped on receipt. There will be a public opening of tenders from 12:00.

NO LATE / TELEPHONIC / FAXED / POSTAL TENDERS WILL BE ACCEPTED OR CONSIDERED.

The Johannesburg Development Agency's selection of qualifying tenders shall be in the Johannesburg Development Agency's sole discretion and shall be final. The Johannesburg Development Agency does not bind itself to accept any particular tender and no correspondence will be entered into.

Unsuccessful bidders will have the opportunity to query the award or decision within fourteen (14) calendar days from the day of notification.

The tender offer validity period for this tender is 90 days.

Queries can be addressed in writing to:

Tanduxolo Ntoyi

E-mail: tntoyi@jda.org.za

ANNEXURE A : BUSINESS DECLARATION**Tender/RFP Number** :**Tender/RFP Description** :**Name of Company** :**Contact Person** :**Postal Address** :**Physical Address** :**Telephone Number** :**Fax Number** :**Cell Number** :**E-mail Address** :**Company/enterprise Income****Tax Reference Number** :

(Insert personal income tax number if a one person business and personal income tax numbers of all partners if a partnership)

VAT Registration Number :**Company Registration Number** :**1. Type of firm**

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Public company
- ☐ Private company

(Tick one box)

2. Principal business activities

.....

.....

.....

3. Total number of years company has been in business:**4. Detail all trade associations/professional bodies in which you have membership**

.....

.....

.....

5. Did the firm exist under a previous name?

- ☐ Yes
☐ No

(Tick one box)

If yes, what was its previous name?

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

Full Time :

Part Time :

7. In the case of a firm which renders services for different disciplines, how many permanent staff members are employed by the firm in the discipline for which you are tendering:

Full Time :

Part Time :

8. What is the enterprise's annual turnover for the last three years and what is the estimated turnover of current commitments from 1 July 2020 to 30 June 2021 (excl. VAT):

R Year

R Year

R Year

R Year

9. List all contracts which your company is engaged in and have not yet completed:

CONTRACT DESCRIPTION	LOCATION	COMPANY/ EMPLOYER	PROJECT VALUE	ESTIMATED FEES	EXPECTED COMPLETION (MONTH & YEAR)

10. Banking details

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

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

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

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

BANK :

BRANCH :

BRANCH CODE :

ACCOUNT NUMBER :

ACCOUNT HOLDER :

TYPE OF ACCOUNT :

CONTACT PERSON :

CONTACT NUMBER :

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

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

SIGNATURE :

NAME IN FULL :

CAPACITY :

DULY AUTHORIZED TO SIGN ON BEHALF OF:

DATE :

COMPANY STAMP

ANNEXURE B: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the company (director, trustees, shareholder**)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state* YES / NO
If yes, furnish particulars
.....
.....
 - 3.9 Have you been in the service of the state for the past twelve months? YES / NO
If yes, furnish particulars
.....
.....
 - 3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be

involved with the evaluation and or adjudication of this bid?

YES / NO

If yes, furnish particulars

.....

.....

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

If yes, furnish particulars

.....

.....

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

If yes, furnish particulars

.....

.....

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

If yes, furnish particulars

.....

.....

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

If yes, furnish particulars

.....

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**.....
Signature.....
Position.....
Name of Bidder.....
Date

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

** "Stakeholder" means a person who owns shares in the company and is actively involved in the management of the company or business

and exercises control over the company.

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

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder, or any of its directors owe any municipal taxes and rates or municipal charges to the municipality/municipal entities or to any other municipality/municipal entity, that is in arrears for more than three (3) months?	Yes <input checked="" type="checkbox"/>	No <input checked="" 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 checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Position

.....
Name of Bidder

.....
Date

ANNEXURE D : PARTICULARS OF CONTRACTS AWARDED BY AN ORGAN OF STATE* DURING THE LAST 5 YEARS**

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

[illegible]

11. ANNEXURE D: PARTICULARS OF CONTRACTS AWARDED BY AN ORGAN OF STATE* DURING THE LAST 5 YEARS cont.**

EMPLOYER	CONSULTING ENGINEER	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

***** Organ of State means-**

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

.....
Signature

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

.....
Position

.....
Name of Bidder

.....
Date

ANNEXURE E : CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

for
Panel for Construction Mentor Consultants

in response to the invitation for the bid made by:

Johannesburg Development Agency

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

I certify, on behalf of:

_____ that:
(Name of Bidder)

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

-
- (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Position

.....
Name of Bidder

.....
Date

ANNEXURE F : FORM OF AGREEMENT (for information only)**CONTENTS**

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TIME SCHEDULE**APPENDIX 4**
REMUNERATION AND PAYMENT

STANDARD FORM AGREEMENT FOR THE APPOINTMENT OF CONSULTANTS

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this clause, bear the meanings ascribed to them:

- 1.1 "Agreement" means this Agreement together with all of the other documents referred to in this Agreement and all of its appendices;
- 1.2 "Client" means Johannesburg Development Agency (Proprietary) Limited, a company duly registered in accordance with the company laws of the Republic of South Africa, having registration number 2001/005101/07;
- 1.3 "Consultant" means; **XXXXXXXXXX**
- 1.4 "Parties" means the Client and the Consultant and the term "Party" shall have a corresponding meaning as and where applicable;
- 1.5 "Project" means the project so named and described in Appendix 1;
- 1.6 "Scope of Services" means the professional services to be rendered for and on behalf of the Client by the Consultant as set out in Appendix 2 ;
- 1.7 "Services" means the professional services to which reference is made in the Scope of Services;
- 1.8 "Time Schedule" means the time period stated in Appendix 3 for achieving interim milestones and the completion of the Scope of Services.

2. INTRODUCTION

- 2.1 The Client wishes to execute the Project described in Appendix 1.
- 2.2 The Client has agreed to appoint the Consultant in order to execute the Scope of Services set out in Appendix 2.
- 2.3 The Parties wish to record the terms of their Agreement in writing.

3. APPOINTMENT

- 3.1 The Client hereby appoints the Consultant, who hereby accepts this appointment to carry out the Scope of Services set out in Appendix 2.
- 3.2 The Consultant is appointed as an independent contractor and not as an employee of the Client. Save as expressly authorised in the Scope of Services the Consultant shall have no authority to hold himself out to be the agent of the Client and/or to commit the Client to any contract or obligation of whatsoever nature, save as expressly set out in this Agreement.

- 3.3 The Consultant may not conclude any subcontract for the performance of all or part of the Services without the prior written consent of the Client.
- 3.4 The Consultant shall not incur any disbursements which exceed (or which together with the disbursements previously made exceed) the amount, if any, specified in the contract document without the prior written consent of the Client.

4. DURATION OF THIS AGREEMENT

- 4.1 Subject to the provisions of clause 14 below, this Agreement shall take effect on the date of signature hereof or the date upon which the Consultant commences to execute the Services provided for in the contract document, whichever date is the earlier.
- 4.2 The Consultant shall proceed in accordance with the Time Schedule set out in the contract document subject to any extensions agreed upon between the Parties in accordance with the provisions of this Agreement.

5. SCOPE OF SERVICES

The Consultant shall execute the Services in accordance with the provisions of Appendix 2 within the Time Schedule set out in Appendix 3.

6. THE CLIENT

The Client shall:-

- 6.1 designate a Client's representative who shall be named and who shall be available at all reasonable times to liaise with the Consultant. The Client may change the identity of the Client's representative by notice to the Consultant;
- 6.2 timeously and accurately specify its requirements and provide information, decisions and instructions to the Consultant relating to all aspects of the Project;
- 6.3 advise the Consultant of the appointment of other professional service providers for the Project;
- 6.4 prior to the appointment of any contractor, advise the Consultant of such appointment and which standard form of agreement the Client intends to utilise;
- 6.5 if requested to do so by the Consultant, provide proof of available funding for the Project;
- 6.6 co-operate with the Consultant and shall not prevent or obstruct the proper performance of the Consultant in the execution of his duties;
- 6.7 instruct all other professional service providers to co-operate with the Consultant and to comply with and adhere to all reasonable requests and directives issued by the Consultant.

7. THE CONSULTANT

The Consultant shall:-

- 7.1 execute the Services accurately and timeously in accordance with the Scope of Services;
- 7.2 exercise reasonable professional skill, care and diligence in the performance of the Services;
- 7.3 attend meetings as and when required by the Client and shall provide the Client with any information which may pertain to the Scope of Services;
- 7.4 give his decision in writing on all matters properly referred to him by the Client within a reasonable time period so as not to delay the timeous completion of the Scope of Services;
- 7.5 if authorised to certify, determine or exercise discretion between the Client and any third party, not as an arbitrator but as an independent professional exercising his judgement with reasonable skill, care and diligence;
- 7.6 designate an official or individual to be his representative and shall designate an individual to liaise with the Client's representative;
- 7.7 maintain registration with the Consultant's professional association throughout the duration of this Agreement;
- 7.8 advise the Client of any change in the effective control of the Consultant.

8. REMUNERATION AND PAYMENT

- 8.1 The Client shall pay the Consultant the professional fees calculated in accordance with the conditions and details set out in Appendix 4.
- 8.2 Should the Client instruct the Consultant to execute additional services, remuneration in respect of such additional services shall be agreed upon in writing between the Parties.
- 8.3 All amounts due to the Consultant shall be paid within 28 days of the date of the Consultant's invoice, unless otherwise stated in Appendix 4.
- 8.4 Payment shall be made in accordance with the procedures set out in Appendix 4.
- 8.5 The Consultant shall not commence any additional Services and/or any Services other than those specified in Appendix 2 until such time as the Client has given its written approval to commence with such Services and the Parties have agreed in writing upon the payment to be made to the Consultant in respect of such Services.
- 8.6 The Consultant shall maintain up to date records which clearly identify all relevant information, the time spent and expenses incurred in executing the Services and shall make these records available to the Client on reasonable request. The Client shall be entitled to nominate a firm of auditors to audit any amount claimed by the Consultant. The audit shall be conducted during normal working hours at the office where the Consultant's records are maintained.

9. LIABILITY

- 9.1 The Consultant shall be liable to pay damages to the Client arising out of or in connection with a breach of his obligations in terms of this Agreement. The Consultant shall not however be liable to pay consequential damages to the Client unless such consequential damages are claimed as a consequence of the Consultant's deliberate default, fraud, fraudulent misconduct or fraudulent misrepresentations.

- 9.2 The Consultant hereby indemnifies the Client and holds the Client harmless against any loss or damage that may be suffered by the Client arising from or by reason of the failure of the Consultant to comply with his obligations in terms of this Agreement.
- 9.3 The maximum amount of compensation payable by the Consultant to the Client in respect of the Consultant's liability in terms of this Agreement or as a result of work executed by the Consultant in terms of this Agreement is limited to the amount becoming available under the professional indemnity insurance stated in Appendix 1. Notwithstanding the foregoing, the Consultant's liability to the Client shall be unlimited in cases of deliberate default, fraud, fraudulent misconduct or fraudulent misrepresentations.
- 9.4 If and to the extent that any design plan/s or other documentation prepared or submitted by the Consultant to the Client is approved by the Client, such approval shall not limit the professional liability of the Consultant in respect thereof. The Consultant shall remain professionally liable in respect of such designs, plans and/or other documentation notwithstanding any approval which may have been granted by the Client.

10. PROFESSIONAL INDEMNITY INSURANCE

- 10.1 The Consultant shall at his own cost and expense maintain professional indemnity insurance to the limit of cover so stated in Appendix 1 and shall issue to the Client a certificate to that effect from the underwriting company or broker.
- 10.2 The professional indemnity insurance shall remain in effect for a period of not less than 5 years after the termination of this Agreement, whether by reason of the completion of the Project or for any other reason whatsoever.

11. CONFIDENTIALITY

- 11.1 The Parties agree that the terms of this Agreement and all confidential and proprietary information of the Parties communicated to them in connection with this Agreement will be received in strict confidence and be used only for the purposes of this Agreement. Each Party will use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information. No such information will be disclosed by the recipient Party, its agents, representatives or employees without the prior written consent of the other Party.
- 11.2 For the purpose of this Agreement "confidential and proprietary information" shall mean any information and data of a confidential nature, including, but not limited to, technical, research, development, manufacturing, operation, performance, cost or process information and know-how, samples, models, apparatus, if any, and all data bearing media containing information such as techniques, which are made available by either Party to the other pursuant to this Agreement.
- 11.3 These provisions do not apply to information which is:
- 11.3.1 publicly known or becomes publicly known through no unauthorised act of the recipient Party;
 - 11.3.2 rightfully received by the recipient Party from a third party;
 - 11.3.3 independently developed by the recipient Party without use of the other Party's information;
 - 11.3.4 disclosed by the other Party to a third party without similar restrictions;

- 11.3.5 required to be disclosed pursuant to a requirement of a governmental agency or any applicable law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or
- 11.3.6 publicly disclosed with the other Party's written consent in terms of clause 11.1 above.
- 11.4 All media releases, public announcements and public disclosures by any Party or their respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional marketing material, will be co-ordinated with and approved by each Party prior to the release thereof. The foregoing will not apply to any announcement intended solely for internal distribution by any Party or to any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the Party in question.
- 11.5 The obligations under this clause 11 shall survive the termination of this Agreement.

12. COPYRIGHT

- 12.1 Copyright in all documents, drawings and other material of whatsoever nature prepared or produced by the Consultant during the course and scope of his appointment relating to the Project and the Scope of Services shall vest in the Client and the Consultant hereby undertakes in favour of the Client to take whatever action may be necessary in order to transfer ownership of the copyright in all such material to the Client.
- 12.2 Upon termination of this Agreement, the Consultant shall deliver to the Client the originals of all plans, designs and other documents in its possession relating to and/or in connection with the Project.

13. CONFLICT OF INTEREST AND CORRUPTION

- 13.1 The Consultant shall disclose in writing to the Client any interest or involvement in the Project other than his professional interest in terms of this Agreement.
- 13.2 The Client shall be entitled to terminate this Agreement with immediate effect if the Consultant is guilty of:-
 - 13.2.1 offering, giving, receiving or soliciting anything of value with a view to influencing unlawfully the behaviour or action of anyone, directly or indirectly, in the execution of the Project;
 - 13.2.2 misinterpretation of facts in order to influence a selection process or the execution of any contract, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

14. TERMINATION AND SUSPENSION

- 14.1 The Client may terminate this Agreement or suspend or terminate all or part of this Agreement for any reason whatsoever and in its absolute discretion by giving 30 days' notice in writing to the Consultant, who shall make immediate arrangements to stop the Services and to minimise further expenditure, save that the Consultant shall remain entitled to payment of such fees or other consideration as may be due to him in respect of work done prior to the termination of his appointment. The Consultant shall not be entitled to payment of any compensation arising from or in connection with the termination of his appointment in terms of this clause.

- 14.2 The Consultant may terminate this Agreement by giving 30 days' notice in writing to the Client if:-
- 14.2.1 payment has not been made of any invoice issued by the Consultant within 30 days of the due date for payment;
 - 14.2.2 the services have been suspended by the Client for a period in excess of 6 months.
- 14.3 On termination of this Agreement, the Consultant shall deliver to the Client, the originals and all copies of documents prepared by the Consultant for the purposes of executing the Project.

15. DISPUTES AND ARBITRATION

- 15.1 If any dispute arises out of or in connection with this Agreement, representatives of the Parties with authority to settle the dispute will, within 14 days of a written request from one Party to the other, meet in good faith in an effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with clause 15.2.
- 15.2 Unless otherwise agreed between the Parties or stated in Appendix 1, the Parties shall attempt to agree upon a neutral mediator from a panel list held by the independent mediation centre named in Appendix 1. Should the Parties be unable to agree within 14 days of a notice from one Party to the other requesting mediation then either Party may request that a mediator be appointed by the Association of Arbitrators of Southern Africa. The appointment by the President shall be binding on the Parties unless they agree to another named mediator at any time.
- 15.3 When the mediator has been appointed on his terms and conditions of engagement, either Party can initiate the mediation by giving the other Party a notice in writing requesting a start to the mediation. The mediation will start not later than 21 days after the date of the notice.
- 15.4 The mediation shall be conducted in accordance with the procedure required by the appointed mediator unless stipulated otherwise in Appendix 1. If the procedures are stated in Appendix 1, then the appointed mediator shall be required to follow those procedures but shall at any time be able to propose to the Parties for their joint approval any alternative procedure.
- 15.5 All negotiations or discussions carried out in the mediation shall be conducted in confidence and are not to be referred to in any concurrent or subsequent proceedings, unless they conclude with a written legally binding agreement. If the Parties accept the mediator's recommendations, or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once signed by the designated representatives, shall be binding on the Parties.
- 15.6 If no agreement is reached, either Party may invite the mediator to provide to both Parties a non-binding opinion in writing on the dispute. Such opinion shall not be used in evidence in any concurrent or subsequent proceedings, without the prior written consent of both Parties.
- 15.7 The Parties will bear their own costs of preparing and submitting evidence to the mediator. The costs of the mediation and of the mediator's services shall be borne equally between the Parties unless otherwise agreed and recorded in accordance with clause 15.4
- 15.8 No Party may commence an arbitration of any dispute relating to this Agreement until it has attempted to settle the dispute with the other Party by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided, however,

that either Party may commence arbitration if the dispute has not been settled within 90 days of the giving of the notice under clause 15.3.

- 15.9 If the mediation fails then the Parties will attempt jointly to make a written record of those matters (if any) relating to the dispute which have been agreed to by them, for submission in any later arbitration. The mediator's role will cease, at the latest, upon the commencement of any arbitration. The mediator will not be available to appear as a witness in the arbitration, nor to provide any additional evidence obtained during the mediation.
- 15.10 Unless stated otherwise in Appendix 1, any arbitration arising out of or in connection with this Agreement shall be undertaken in accordance with the Rules of the Association of Arbitrators of Southern Africa by one or more arbitrators appointed in accordance with the said Rules.

16. NOTICES AND LEGAL PROCESS

- 16.1 Each Party chooses as its address for all purposes under this Agreement ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("notice"), as follows :

CLIENT	JOHANNESBURG DEVELOPMENT AGENCY (PTY) LTD THE BUS FACTORY 3 HELEN JOSEPH STREET NEWTOWN JOHANNESBURG FAX : 011 688 7899
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CONSULTANT	XXXXXXXXXXXXXXXXXXXX
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XXXXXXXXXXXXXXXXXXXX

- 16.2 Any notice required or permitted under this Agreement shall be valid and effective only if in writing.
- 16.3 Any Party may by notice to the other Party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the Party who last receives the notice.
- 16.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery.

- 16.5 Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

17. INTERPRETATION

- 17.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.
- 17.2 Unless the context clearly indicates a contrary intention, any word connoting:
- 17.2.1 any gender includes the other two genders;
 - 17.2.2 the singular includes the plural and vice versa;
 - 17.2.3 natural persons includes artificial persons and vice versa;
 - 17.2.4 insolvency includes provisional or final sequestration, liquidation or judicial management.
- 17.3 A reference to a Business Day is a reference to any day excluding Saturday, Sunday and a public holiday in the Republic of South Africa.
- 17.4 When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.
- 17.5 A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 17.6 The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.
- 17.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 17.8 The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.
- 17.9 Where any term is defined within the context of any particular clause in this Agreement, then, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause.

18. GENERAL AND MISCELLANEOUS

18.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

18.2 NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

18.3 WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

18.4 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

18.5 APPROVALS AND CONSENTS

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

18.6 NON-ASSIGNMENT

The Consultant shall not cede or assign its rights or obligations in terms of this Agreement to any third party without the prior written consent of the Client.

19. GOVERNING LAW

The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of South Africa.

Signed at _____ on _____ 2021

(CLIENT) who by signature hereof warrants authorisation hereto

Signed at _____ on _____ 2021

(CONSULTANT) who by signature hereof warrants authorisation hereto

ANNEXURE G: APPENDICES TO CONTRACT

N/A

ANNEXURE H: DEMO TAX COMPLIANCE STATUS PIN LETTER**TAX COMPLIANCE STATUS**
PIN Issued

Enquiries should be addressed to SARS:

Contact DetailSARS
Alberton
1528Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za**Details**

Taxpayer Reference Number:

Case Number:

Issue Date:

2016/10/25

Always quote this reference
number when contacting SARS

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	
Trading Name	
Tax Reference Number(s)	
Purpose of Request	Good Standing
Request Reference Number	
PIN	
PIN Expiry Date	25/10/2017

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

2016-12-5 2013.01.01 TCR00_RO

Name	29404291
Tax reference No.	2016
Form ID	01/01
Content Version	v2013.01.01

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May 2021

ANNEXURE I : ORGANOGRAM

The tenderer shall list below the key personnel proposed for this project in the discipline and designation being tendered for.

DESIGNATION	NAME AND NATIONALITY	SUMMARY OF QUALIFICATIONS & EXPERIENCE
Site Based Professional Construction Mentor (Pr C. Mentor or Construction Mentor) Resource 1		
Site Based Professional Construction Mentor (Pr C. Mentor or Construction Mentor) Resource 2		
Site Based Professional Construction Mentor (Pr C. Mentor or Construction Mentor) Resource 3		

NOTE: Detailed Curriculum Vitae (CV's) of the above proposed candidate must be provided. Said CV's MUST indicate the name and description of the project, role played in the project, project value, and the start and end dates of the project. In addition proof of relevant qualifications and of memberships to relevant professional associations must also be provided for the above proposed candidates.

.....
Signature

.....
Position

.....
Name of Bidder

.....
Date

ANNEXURE J : SCHEDULE OF COMPLETED CONTRACTS

The tenderer shall list below a **maximum of 5 projects completed in the past 5 years of a similar nature and scale** to this project ie. building projects

CLIENT Company name and contact person's name, tel, cell & e-mail address	PROJECT Name and description	SERVICE RENDERED	CONSTRUCTION VALUE	COMPLETION DATE

NOTE: Contactable references for the above listed projects must be provided. Said references MUST be on the client's letter head or on a document stamped and signed by client and must confirm the name of the project, description of the project, description of the service rendered, the value of the project, the completion date, and it must rate the service rendered.

.....
Signature

.....
Position

.....
Name of Bidder Date

.....

ANNEXURE K: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

- A Any bid will be rejected if:
Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.
- B Bid Information
- i. Name of bidder:
- ii. Registration Number:
- iii. Municipality where business is situated
.....
- iv. Municipal account number for rates:
- v. Municipal account number for water and electricity:
- vi. Names of all directors, their ID numbers and municipal account number.
1.
2.
3.

4.

5.

6.

7.

C Documents to be attached.

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

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

.....

.....

Signature

Date