



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR PROFESSIONAL SERVICES

CLOSING DATE: **30 May 2019**

CLOSING TIME: **12H00**

BID NUMBER: **Occupational Health and Safety Agent: OHSP CN001**

BID DESCRIPTION: **Panel of Occupational Health and Safety Agents**

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

Offices of the Johannesburg Development Agency, 3 Helen Joseph Street (formerly known as 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: Ms Claudia Mahlaule
Tel: 011 688 7851 Fax: 011 688 7899 E-mail: cmahlaule@jda.org.za

ANY REQUIRIES REGARDING THE PROJECT MAY BE DIRECTED TO:

Department: Developments
Contact Person: Mbali Ngaleka
Tel: 011 688 7800 Fax: 086 560 6179 E-mail: mngaleka@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.....

SIGNATURE OF BIDDER.....

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

DATE.....

To all our stakeholder

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 centralized the reporting of fraudulent and corrupt activities through the establishment of an independent fraud hotline which is managed by independent service providers.

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

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

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

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



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

Panel of Occupational Health and Safety Agents

Project Implementation 19/20, 20/21 and 21/22

REQUEST FOR PROPOSAL FOR:

Contract Number: OHSP CN001

March 2019

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COPY OF ADVERT: RE-ADVERTISEMENT

TENDERING PROCEDURES

Tender Notice and Invitation to Tender

Panel of Occupational Health and Safety Agents

Contract Number: OHSP / CN001

The JDA is requesting proposals from experienced Occupational Health and Safety Agents who will form a Panel and provide OHS services on behalf of JDA as contemplated in the Occupational Health and Safety Act, 1993 Construction Regulations 2014.

Queries relating to procurement matters may be addressed to Lerato Ntuli at tel: (011) 688 7851; fax (011) 688 7899; or e-mail: LNtuli@jda.org.za

Technical queries or queries relating to the project may be addressed to Mbali Ngaleka at (011) 688 7838; fax: (011) 688 7899; or e-mail: mngaleka@jda.org.za.

A compulsory tender briefing session with representatives of the Employer will take place at the Johannesburg Development Agency, The Bus Factory, 3 Helen Joseph Street, Newtown on 06 May 2019 starting at 10h00.

Documents may be downloaded from the JDA's website as follows: www.jda.org.za as well as on www.etenders.gov.za from 26 April 2019. Tenders must only be submitted on the tender document that is downloaded from the stipulated websites only. The retyping of the tender document is not permitted.

The closing time for receipt of tenders is 12:00pm on 30 May 2019. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

The physical address for the delivery of tender documents is Johannesburg Development Agency, Ground Floor Reception Area, The Bus Factory, 3 Helen Joseph Street (formerly President Street), Newtown 2000

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

The JDA's selection of qualifying tenders will be at the JDA's sole discretion and will be final. The JDA does not bind itself to accept any particular tender 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**

The JDA is requesting proposals from experienced Occupational Health and Safety Agents who will form a Panel and provide OHS services on behalf of JDA as contemplated in the Occupational Health and Safety Act, 1993 Construction Regulations 2014.

The JDA implements a variety of Infrastructure projects on behalf of the City of Johannesburg and or its Entities. These projects vary from Civil Engineering related works to General Building related works. OHS Agents are key to the successful implementation of all JDA project. Their main role is to ensure that all JDA projects are implemented within the latest Occupational Health and Safety Act, 1993 Construction Regulations 2014.

JDA projects are scattered throughout the City of Johannesburg, from Orange Farm to Ivory Park, so it is paramount that the successful agent must be in a position to travel to all this areas.

The Panel will be valid for three financial years 2019/20, 2020/21 and 2021/2022 and will be subject to budget and project availability.

2. **SCOPE OF WORKS: Occupational Health & Safety Agent**

The Occupational Health and Safety Agent is required to be registered with an appropriate professional body (i.e. SACPCMP), and to have the relevant professional accreditation (i.e. registered as Pr. CHSA, skills, experience and capacity to deliver the scope of work within the required time frame.

The Occupational Health and Safety Agent will be responsible for the development and monitoring of a comprehensive project specific health and safety specification on behalf of JDA.

- Assessment and analysis of potential risks attached to the project, i.e. undertake the baseline risk assessment on behalf of the JDA (as the client) in terms of Construction Regulation 5(1)(a).
- Attend professional design team meeting to inform the professional team, and in specific, the Designer of the risks to be considered during the conceptualisation of the project.
- Development of a project specific health and safety specification.
- Assist with work permit applications from Department of Labour (DoL)
- Evaluation and approval of the contractor's health and safety plan.
- Site Visits and regular monitoring audits.
- Attend one technical meeting for presentation of the audit report.
- Assist the JDA to undertake independent investigations on any accidents/incidents due to construction work undertaken.
- Conduct a final compliance audit on completion of project and submit a close out report;
- And including any other duties that may be imposed in the client as contemplated in the Occupational Health and Safety Act, 1993 Construction Regulations 2014.

2.1. Notes

2.1.1. **Appointments for the 2019/20, 2020/21 and 2021/2022 financial year will be dependent on satisfactory performance and budget availability. New contracts will be issued at the commencement of each new financial year.**

2.1.2. Tenderers are to ensure that they have adequate resources to undertake the work under stringent timeframes.

2.1.3. Tenderers 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.

2.1.4. 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.

2.1.5. Successful tenderers will be required to sign the JDA's Standard Form Agreement and appendices which are attached as Annexure G for information purposes.

2.1.6. Tenderers must note that they will be required as and when necessary to attend (a) presentations to JDA, COJ, and stakeholders; (b) design, progress / site meetings and inspections; and (c) consultations with relevant persons and authorities including site visits. This needs to be taken into consideration in the tenderer's fee proposal.

3. **DELIVERABLES**

3.1. **Occupational Health & Safety Agent (OHS)**

3.1.1 The deliverables are as contemplated in the Occupational Health and Safety Act, 1993 Construction Regulations 2014.

3.2. **Notes**

3.2.1 Successful tenderers will be remunerated in accordance with JDA's Standard Form Agreement, included under Annexure F for information purposes.

3.2.2 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

4. **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, of the company and its proposed key personnel. The proposal should **use the same item numbers as below.**

The following minimum documentation must be provided:

4.1 A valid Tax Clearance Certificate AND/OR Tax Verification pin. JDA will not award any tender to a bidder whose tax matters are not in order with the South African Revenue System.

- 4.2 Company registration documents.
- 4.3 A certified copy of the bidder's Professional Indemnity Insurance Certificate indicating the maximum value per claim in an insurance period, the applicable excess, the expiry date. A minimum cover of R1m is required for this project.
- 4.4 A copy of the bidding entity's latest municipal rates account in the name of the bidding entity or alternatively in the names of the directors / partners of the bidding entity.
- 4.5 A statement from an independent auditor / accountant regarding the tenderer's financial standing. to undertake this project any project **AND** audited financial statements for the past three years.
- 4.6 Details of directors / partners / members and shareholders.
- 4.7 Certificates of membership/s to industry bodies.
- 4.8 A corporate brochure.
- 4.9 A schedule of completed contracts of a **similar** (these include projects specifically related to Occupational Health and Safety Agents in construction related works). The following details **must** be included on the schedule:
- 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
- 4.10 A schedule of **current** contracts. The following details **must** be included on the schedule:
- Description of the project
 - Service rendered
 - Name of employer / client and their representative's contact details
 - Cost of the works
 - Fee to be obtained for services
 - Expected date of completion
- 4.11 Provide information on the individuals who will be assigned **(NOT the entire company)**. The following **must** be addressed:
- Organogram
 - Role/s and responsibility/ies on this project
 - Relevant qualifications (bidders are to include copies of the relevant qualifications)
 - Relevant registrations to professional bodies (bidders are to include copies of the relevant registrations)
 - 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]**
 - A percentage estimate of the time planned to be dedicated to this project by each person

- 4.12 The forms A to E and form G annexed, must be scrutinized, completed in full and submitted together with your quotation.
- 4.13 Tenderers are to submit 2 copies of their proposal (1 original plus 1 copy).

FAILURE TO COMPLY WITH THE REQUIREMENTS IN ITEM 4 WILL RESULT IN TENDERERS BEING 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 items 4.
- An Agreement or Heads of Terms recording the arrangement between the parties to the consortium / joint venture is to be submitted.

5. ASSESSMENT CRITERIA

Submissions will be evaluated on the criteria to follow:

- Compliance
- Technical

5.1 Compliance

Bidders will be disqualified for the following cases:

- 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
- Any bidder who did not attend the compulsory briefing session
- 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 did not comply with any other requirement as set out in the tender specifications;
- Who is in the employment of the state.

5.2 Technical

The technical assessment is based on the criteria set-out below namely (i) key returnable documents, (ii) capability of the proposed key team members (ie. experience, qualifications, and memberships to professional association and (iii) the experience of the company, and references

Note that duplication of resources/personnel on the designations indicated in the criteria will result in zero points being awarded for one criteria.

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.

- **Occupational Health and Safety Agent requires a minimum of 155 points [out of a possible 222]**

Points will only be allocated for key returnable documents submitted

The responsiveness criteria will be assessed on as per the table below for all the disciplines.

	Total Points	Criteria	Description of Criteria	Points
Key Returnables	12	Forms A to E and form G completed in full and signed	Points will only be allocated for key returnable documents submitted	12

	Total Points	Criteria	Description of Criteria	Points
B Capability of proposed key personnel	110	Project Lead: Registered Pr. CHSA with the SACPCMP/SAMTRAC. Experience of 10 years in the OHS environment	Points will only be allocated for demonstration as an a project lead and the OHS Agent. If <u>any</u> of the following information is not provided, zero points will be awarded :	70
B1 Detailed CVs indicating track record of the proposed key team members are required		OHS Safety Agent/Officer Registered Pr. CHSA/ SAMTRAC/ NOSA or application in process candidate with 5 years' experience in the OHS environment. BSc Environmental Management, similar or Health and safety Course.	<ul style="list-style-type: none"> • CV's provided must be as per the resources recorded on the organogram • CV's must clearly show similar project experience • CV's must clearly show the role executed by the resource on said similar projects • CV's must clearly show the values of said similar projects executed 	40

	Total Points	Criteria	Description of Criteria	Points
<p>C</p> <p>Company experience</p> <p>C1</p> <p>OHS experience on similar proposed scope of works. Company must have worked as an OHS Agent in accordance to the Construction regulation (as amended time to time).</p>	50	Five or more projects completed	Points will only be allocated related projects as listed in the schedule requested in item 4.9	50
		Three to four projects completed	Project information contained elsewhere in the tender submission will not be considered.	30
		One to two projects completed		10

<p>C2</p> <p>Contactable references</p>	50	Five or more satisfactory references	Points will only be allocated for references on projects listed in the scheduled as requested in Item 4.9	50
		Three to four satisfactory references	References must be on the client's letterhead or on a document stamped by the client and must confirm the project description, services rendered, values, the completion date and it must rate the service rendered in order to obtain the points.	30
		One to two satisfactory references		10

5.4 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 determine the risk exposure as excessive in instances where the value of the contracts for individual 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).

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.

Bidders may be required to attend interviews should there be a need for clarity.

Unsuccessful bidders will have the opportunity to query the award within 21 working days of the publication of the successful bidder on the JDA website.

6. CLOSING DATE, TIME AND VENUE FOR SUBMISSIONS

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

Occupational Health and Safety Agent: *Panel OHSP CN001*

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 (formerly known as President Street) Newtown** only between the hours of 08H00 and 17H00 and by 12H00 on the day of closure.

The tender closes at 12h00 on 30 May 2019.

Envelopes will be stamped on receipt. There will be a public opening of tenders.

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 within 21 working days of the publication of the successful bidder on the JDA website.

Queries can be addressed in writing to:

Mbali Ngaleka at the following e-mail address: mngaleka@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 two years and what is the estimated turnover of current commitments from 1 July 2016 to 30 June 2018 (excl. VAT):

R Year

R Year

R Year

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

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

10. Banking details

I/We hereby request and authorise 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 authorised 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

.....
.....

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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 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 Occupational Health and Safety Agent OHSP CN001

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)

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STANDARD FORM AGREEMENT FOR THE APPOINTMENT OF AGENTS

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 "Agent" means; **XXXXXXXXXX**
- 1.4 "Parties" means the Client and the Agent 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 Agent 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 Agent 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 Agent, who hereby accepts this appointment to carry out the Scope of Services set out in Appendix 2.
- 3.2 The Agent is appointed as an independent contractor and not as an employee of the Client. Save as expressly authorised in the Scope of Services the Agent 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 Agent 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 Agent 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 Agent commences to execute the Services provided for in the contract document, whichever date is the earlier.
- 4.2 The Agent 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 Agent 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 Agent. The Client may change the identity of the Client's representative by notice to the Agent;
- 6.2 timeously and accurately specify its requirements and provide information, decisions and instructions to the Agent relating to all aspects of the Project;
- 6.3 advise the Agent of the appointment of other professional service providers for the Project;
- 6.4 prior to the appointment of any contractor, advise the Agent of such appointment and which standard form of agreement the Client intends to utilise;
- 6.5 if requested to do so by the Agent, provide proof of available funding for the Project;
- 6.6 co-operate with the Agent and shall not prevent or obstruct the proper performance of the Agent in the execution of his duties;
- 6.7 instruct all other professional service providers to co-operate with the Agent and to comply with and adhere to all reasonable requests and directives issued by the Agent.

7. THE AGENT

The Agent 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 Agent's professional association throughout the duration of this Agreement;
- 7.8 advise the Client of any change in the effective control of the Agent.

8. REMUNERATION AND PAYMENT

- 8.1 The Client shall pay the Agent the professional fees calculated in accordance with the conditions and details set out in Appendix 4.
- 8.2 Should the Client instruct the Agent 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 Agent shall be paid within 28 days of the date of the Agent'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 Agent 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 Agent in respect of such Services.
- 8.6 The Agent 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 Agent. The audit shall be conducted during normal working hours at the office where the Agent's records are maintained.

9. LIABILITY

- 9.1 The Agent 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 Agent shall not however be liable to pay consequential damages to the Client unless such consequential damages are claimed as a consequence of the Agent's deliberate default, fraud, fraudulent misconduct or fraudulent misrepresentations.

- 9.2 The Agent 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 Agent to comply with his obligations in terms of this Agreement.
- 9.3 The maximum amount of compensation payable by the Agent to the Client in respect of the Agent's liability in terms of this Agreement or as a result of work executed by the Agent 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 Agent'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 Agent to the Client is approved by the Client, such approval shall not limit the professional liability of the Agent in respect thereof. The Agent 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 Agent 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 Agent during the course and scope of his appointment relating to the Project and the Scope of Services shall vest in the Client and the Agent 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 Agent 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 Agent 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 Agent 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 Agent, who shall make immediate arrangements to stop the Services and to minimise further expenditure, save that the Agent 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 Agent 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 Agent 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 Agent 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 Agent shall deliver to the Client, the originals and all copies of documents prepared by the Agent 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

- 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 Agent 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 _____ 2019

(CLIENT) who by signature hereof warrants authorisation hereto

Signed at _____ on _____ 2019

(AGENT) who by signature hereof warrants authorisation hereto

ANNEXURE G: 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