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City of Joburg Property Company (SOC) Ltd Department of Finance: Supply Chain Management Unit

POP 05/2022

Note: Tender document can be downloaded from JPC website at no cost, via <u>www.jhbproperty.co.za</u> or <u>www.etenders.gov.za</u>

Important Notice

No submission(s) transmitted by fax or other electronic means will be accepted

Closing time of submission: 06 July 2022 at 10h30 (Telkom time) – no bid received after the closing date and time will be accepted or considered.

NB: ALL BIDS WILL BE DEPOSITED AT FORUM I, BLOCK A. 3RD FLOOR, TENDER BOX, AT BRAAMPARK OFFICE PARK.

Opening of submissions:	Bids will be opened at City of Joburg Property
	Company (SOC) Ltd, Forum I, Block A, 3 rd floor,
	Braampark Office Park, 33 Hoofd street, Braamfontein

POP NUMBER: POP 05/2022 - PANEL OF SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE), AS AND WHEN REQUIRED TO CITY OF JOBURG PROPERTY COMPANY FOR A PERIOD OF 3 YEARS.

NAME OF BIDDER:

Documents to be Submitted: 1 original document and copy of the original submission in a PDF format on 1 Memory stick clearly marked.

Submissions under sealed cover must be addressed to City of Joburg Property Company (SOC) Ltd endorsed with bid number and description, and placed in the tender box no later than the date and time indicated below. City of Joburg Property Company (SOC) Ltd does not take any responsibility for any bids deposited into an incorrect box.

Closing Date: 06 July 2022

Closing Time: 10h30 (Telkom time)

Place: City of Joburg Property Company (SOC) Ltd Forum I, Block A, 3rd floor, must be dropped in the tender box Braampark Office Park, 33 Hoofd Street, Braamfontein



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INTRODUCTION

The City of Johannesburg

- a) In 2000, Johannesburg was restructured to become a single metropolitan authority and elections were held for an executive mayor and unified local government.
- b) Since then, the City has enjoyed a financial turnaround, with the creation of a credible and stable operating environment. This stability, strong centralised coordination, and an oversight hovelled the City to play a crucial role in building the economy and implementing policies and structures to support economic growth and poverty alleviation.
- c) All urban development in Joburg is guided by the Growth and Development Strategy.

The City of Joburg Property Company (JPC)

- a) The City of Joburg Property Company SOC Ltd (JPC), established in 2000, is a dynamic company mandated to manage and develop the City of Johannesburg's (CoJ) property assets for the purpose of maximising both social and commercial opportunities for the Council.
- b) Dedicated to finding solutions to the developmental challenges facing the City of Johannesburg, the JPC utilizes council-owned land assets to leverage private sector investment in public infrastructure. The JPC, on behalf of the CoJ, provides Property Asset Management, Property Management (Commercial), Property Management (Social), as well as Facilities Management and Maintenance Services; and its relevant subsidiary services.
- c) Therefore, the JPC prides itself as the arm responsible for maximising the social, economic, and financial value of the CoJ's total property portfolio and enhancing its efficient use of the property to drive investment, economic growth, and job creation. The JPC aims to achieve its objectives by focusing on the following imperatives:
 - Realising value (social, financial, and economic) for the CoJ;
 - Supporting economic development and aligning the CoJ property portfolio with CoJ priorities;
 - Increasing the effectiveness of economically viable municipalities and social use of properties; and
 - Management of risk and return with respect to the property portfolio and property transactions for the CoJ.



INVITATION TO BID (MBD1)

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD					
BID NUMBER:	POP 05 /2022	CLOSING DATE	06 July 2022	CLOSING TIME	10H30 (Telkom Time)
DESCRIPTION	POP NUMBER: POP 05 /2022 - PANEL OF SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE), AS AND WHEN REQUIRED TO CITY OF JOBURG PROPERTY COMPANY FOR A PERIOD OF 3 YEARS.				

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT FORUM I, BLOCK A, **3RD FLOOR**, BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN, JOHANNESBURG. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED OR AMENDED)

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION	Yes	B-BE STA	TUS		
CERTIFICATE [TICK APPLICABLE BOX]	🗌 No	LEVE SWC AFFI		Yes No	
[A B-BBEE STATUS LEVEL EMES & QSEs) MUST BE S POINTS FOR B-BBEE]					
SIGNATURE OF BIDDER		 DA	TE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					



TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:					
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.					
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-OR DOWNLOADED ONLINE (NOT TO BE RE-TYPED)					
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.					
2. TAX COMPLIANCE REQUIREMENTS					
2.1BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.					
2.2BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.					
2.3APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.					
2.4FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART 3 BELOW.					
2.5BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.					
2.6IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.					
2.7WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.					
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
3.5.IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.					
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.					
SIGNATURE OF BIDDER: CAPACITY UNDER WHICH THIS BID IS SIGNED: DATE:					



TENDER ADVERT FOR BID: POP 05 /2022 (JPC MBD 2)

CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED PARTIES TO SUBMIT PROPOSALS TO BE INCLUDED IN THE ESTABLISHMENT OF PANEL OF SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE), AS AND WHEN REQUIRED TO CITY OF JOBURG PROPERTY COMPANY FOR A PERIOD OF 3 YEARS.

Bid Number	POP 05 /2022				
Bid Description	PANEL OF SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE), AS AND WHEN REQUIRED TO CITY OF JOBURG PROPERTY COMPANY FOR A PERIOD OF 3 YEARS.				
No briefing Session Date	No Briefing Sessions				
Document Availability Date	30 May 2022				
Document Cost	Tender documents can be downloaded from JPC website and E-tenders website at no cost, via <u>www.jhbproperty.co.za</u> or <u>www.etenders.gov.za</u>				
Closing Date	6 July 2022 at 10h30 (Telkom time)				
Compliance Requirements before an award is made to the successful Bidder	 Valid Tax Compliant Verification PIN number issued by SARS. Proof of registration of the Bidder as follows: Natural persons- certified copy of ID document/ passport Partnership- a copy of Partnership Agreement plus IDs of all partners Company- current CM29/COR 20.1 Close Corporation- a current copy of CK1 and/or CK2C and/or COR 20.1 Trust- letter of appointment from the Master of the High Court of SA and deed of trust Entity BBBEE Certificate or Sworn Affidavit or JV/Consortium Consolidated BBBEE Certificate. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgments or arrangements have been made to settle arrears / Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgments or arrangements have been made to settle arrears / Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgments or arrangements have been made to settle arrears Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgments or arrangements have been made to settle arrears Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / 				



Evaluation Criteria	 Proof that acknowledgments or arrangements have been made to settle arrears /Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all of the above required documentation and a JV / Consortium agreement Central Supplier Database (CSD) registration document valid on the tender closing date Company resolution. The following documents should be duly completed and signed: Declaration of interest in MBD 4 Bidders Information in JPC MBD 7.1 Declaration of the Bidder's Past Supply Chain Practices in MBD 8, and Certificate of Independent Bid Determination in MBD 9, If the entity or any of its directors are listed on the National Treasury register of defaulters the bidder will be disqualified 		
	Functionality		
Submissions Address	City of Joburg Property Company SOC Ltd, Forum I, Block A, 3 rd floor, 33 Hoofd Street, Braam Park, Office Park, Braamfontein		
Inquiries	tenders@jhbproperty.co.za		

Please note the following conditions of submission:

- No late proposals will be considered.
- City of Joburg Property Company (SOC) Ltd reserves the right not to accept any proposals/accept part of the proposals, or to withdraw the call for proposals.
- 1 Original document and copy of the original submission in a PDF format on 1 Memory stick clearly marked.

Helen Botes Chief Executive Officer City of Joburg Property Company SOC Ltd Forum I, Building, Braam Park Office Park, 33 Hoofd Street, Braamfontein Johannesburg

Contact Details Supply Chain Management Department tenders@jhbproperty.co.za



www.jhbproperty.co.za



BID DESCRIPTION: POP 05 /2022 - PANEL OF SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE), AS AND WHEN REQUIRED TO CITY OF JOBURG PROPERTY COMPANY FOR A PERIOD OF 3 YEARS.

BID DOCUMENTS CAN NOT BE POSTED.

BID DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: FORUM I, BLOCK A, 3RD FLOOR, BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS.

INCOMPLETE, UNSIGNED DOCUMENTS/FORMS MAY BE REJECTED. JPC WILL NOT ACCEPT LATE RESPONSES.

ALL PAGES AS PER THIS INVITATION TO TENDER MUST BE INITIALLED.

1 Original document and copy of the original submission in a PDF format on 1 Memory stick clearly marked.

The bid box will be accessible and the closing time is (10h30).

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

THIS BID IS SUBJECT TO JPC'S STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 15) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE CONTRACT.



GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS (JPC MBD3)

1. Purpose

The purpose of this request is to obtain proposals for a request for the appointment of a panel of Service Providers for the supply and delivery of the personal protective equipment (PPE), as and when required by the City of Joburg Property Company for a period of 3 years.

2. Conditions of Proposal

- 2.1 The City of Joburg Property Company (SOC) Ltd (Reg. No 2000/017147/07) ("JPC"), hereby invites interested suitable qualified/experienced Bidders to submit proposals for consideration for the appointment for the work described in this POP.
- 2.2 Appointment will be made in accordance with JPC's standard conditions of the contract.

3. Submission of Proposals

- a. A The Bidder(s) must submit one original and copy of the original submission in a PDF format on 1 Memory stick clearly marked.
- b. Proposals must be submitted on or before 10:30 (Telkom Time) on the closing date.
- c. Each Proposal must be clearly marked with the title of the bid as per the cover page.
- d. The completed proposal call documents must be deposited in the tender box made available at Forum I, Block A, 3rd floor, Braampark Office Park, 33 Hoofd Street, Braamfontein.

BID DOCUMENTS CAN NOT BE POSTED

BID DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: FORUM I, BLOCK A, 3RD FLOOR, BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN.



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. BIDS SUBMITTED AFTER THE CLOSING DATE AND CLOSING TIME WILL NOT BE ACCEPTED FOR CONSIDERATION.

The bid box is accessible until 10:30 (Telkom Time) on the day of closing.

4. Further Conditions

- a. The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures, and performance and discharge of the obligations required in terms of this document.
- b. The Bidder(s) shall be deemed to know and understand the content of this document and submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.
- c. The information required in the Proposal must be provided accurately and honestly. Bidder(s), who fail to provide such information to the satisfaction of the JPC, will be disqualified from the proposal call process.
- d. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.
- e. JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- f. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as an agent on behalf of another person or entity or such cession or assignment is approved by JPC for justifiable reasons.
- g. The evaluation of bids will be completed by the JPC.
- h. JPC reserves the right to seek clarification or further information from Bidders and or to request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
- i. JPC reserve the right to negotiate a final proposal with any of the Bidder(s).
- j. JPC does not bind itself to accept any proposal submitted.
- k. JPC may at its discretion withdraw the proposal call process at any stage during the process.



Inquiries

Only email inquiries will be accepted, such inquiries must be directed to: tenders@jhbproperty.co.za

POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE NUMBER
CELLPHONE NUMBER	CODE NUMBER
FACSIMILE NUMBER	CODE NUMBER
E-MAIL ADDRESS	
SIGNATURE OF BIDDER	
DATE	
CAPACITY UNDER WHICH THIS BII	D IS SIGNED



DECLARATION OF INTEREST (MBD 4)

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. Given possible allegations of favoritism, 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 authorized representative declare their position in about evaluating/adjudicating authority.
- 3. To give effect to the above, the following questionnaire **MUST** be completed and submitted with the bid.

No.	Information	Plea	se provide	detail	
3.1	Full name of the bidder or his or her representative				
3.2	Identity number				
3.3	The position occupied in the company (director, trustee, shareholder ²				
3.4	Company registration number				
3.5	Tax reference number				
3.6	VAT registration number				
Note	(The names of all directors/trustees/shareholders men numbers, and state employee numbers must be indica				
3.7	Are you presently in the service of the state?		Yes	No	
	If yes, please furnish particulars :				
3.7.1	Name of director				



No.	Information	Pleas	e provide	detail		
3.7.2	Service of state organization					
3.8	Have you been in the service of the state for the	past tv	welve months?	Yes	No	
	If yes, please furnish particulars :		_			
3.8.1	Name of director					
3.8.2	Service of state organization					
3.9	Do you have any relationship (family, friend, othe of the state, and who may be involved with the e this bid?			f Yes	No	
	If yes, please furnish particulars :					
3.9.1	Name of person in the service of the state					
3.9.2	Relationship					
3.10	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 Yes No the evaluation and or adjudication of this bid?					
	If yes, please furnish particulars :					
3.10.1	Name of person in the service of the state					
3.10.2	Relationship					
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?				No	
	If yes, please furnish particulars :					
3.11.1	Name of director					
3.11.2	Service of state organization					



No.	Information				Please	Please provide detail		
3.12	Is any spouse, child, or parent of the company's director trustees, manager principal shareholders, or stakeholders in service of the state?					Yes	No	
	If yes, please furnish particulars:							
3.12.1	Name of director							
3.12.2	Name of relative							
3.12.3	Relationsh	nip						
3.13	stakeholde	ers of this	he directors, trustees, manag s company have any interest i ther or not they are bidding fo	n any	other related companies	Yes	No	
	lf yes, plea	ase furnis	sh particulars:					
3.13.1	Name of d	lirector						
3.13.2	Related company							
Note:	SCM Regula	ations:						
	"In the ser	vice of th	e state" means to be –					
	(a)	a mem	ber of –					
		(i)	any municipal council;					
		(ii)	any provincial legislature; or					
		(iii)	the national Assembly or the N	lational	Council of provinces;			
	(b)	a mem	ber of the board of directors of ar	ny muni	icipal entity;			
	(c)	an offic	ial of any municipality or municip	alentity	/;			
	 (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 mem	ber of the accounting authority of	any na	tional or provincial public ent	ity; or		
	(f)	an emp	bloyee of Parliament or a provinc	iallegis	lature.			
			ans a person who owns shares in ousiness and exercises control o			d in the mana	igement	



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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is

correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORISED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY



BIDDER'S INFORMATION (JPC MBD 7.1)

Name of Bic	lder			
ID /Passport/ Registration Number				
Nature of bio (tick one)	dder	Natural Person/ Sole Proprietor		
		School/NGO/Trust		
		Company/ CC/ Partnership		
		Joint Venture (JV)		
Postal Address			Tel	
			Cell	
			Email	
			Fax	
BIDDER BA	NKING	DETAILS		
Name of bidder's Banker				
Contact deta	ails of ba	anker		

Please indicate how you became aware of the invitation to submit this Proposal		
The Star	JPC website	
Sowetan	E- Tenders	
JPC Social Media Accounts	Business Day	

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORISED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1. This municipal bidding document must form part of all bids invited.
- 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:
 - 3.1. Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct about such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on, or failed to comply with any government, municipal, or another public sector contract during the past five years; or
 - 3.4. 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. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

ltem	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer/authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page		
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)?	Yes	No
	The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.		

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Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORISED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY



CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_

____that:

(Name of Bidder)

- 1. I have read and understood 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
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no



consultation, communication, agreement, or arrangement with any competitor regarding:

- (a) prices;
- (b) the 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 that 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, specification, 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, before the date and time of the official bid opening or of awarding of the contract.

³Joint venture or Consortium³ means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder



SCOPE OF WORK (JPC MBD 10)

1. The successful Bidder/s of POP 05 /2022 will be required to supply and deliver the described personal protective equipment (PPE) in a satisfactory manner to the JPC head office, situated at 33 Hoofd Street, Braampark Office, Braamfontein, on an as and when required basis, for a period of 3 years.

The Bidder is expected to ensure the following:

- that the order is compliant with SABS,
- provide quality PPE as per specification
- to brand the PPE as per specification, when requested on an RFQ
- to do embroidery/logo at the back/front of the PPE, when requested on an RFQ.
- to ensure that the sizes are correct
- to mitigate the risk of wrong branding/sizes

NB: Bidders will be required to comply with Local Production and Content during the RFQ stage in line with the DTI requirements on Local Production and Content

JPC PPE

NO	ITEM	DESCRIPTION	ТҮРЕ	SIZE
1.	Two-piece color combination uniform with reflectors	Versatex 65/35 poly cotton twill Navy Conti Jacket - triple stitched	Jackets	All sizes
		65/35 poly-cotton; 230gm		
		Triple-needle stitched; chest pocket on the left-hand side with press stud closure and pen division. 2 x Large front pockets, concealed durable Zip; side slits for ease of movement – bar tacks on stress points for extra strength.		
		50mm VisLite 080 yellow & silver reflective tape for increased visibility to each arm sleeve.		
2.	Two-piece color combination uniform with reflectors	Versatex 65/35 poly cotton twill Navy Conti - triple stitched.	Trouser	All sizes



		65/35 poly-cotton 230gm.		
		2 x Cargo pockets, one with cell phone division and both with loop closure on flaps / 2 back pockets one with hook and loop closure/coin pocket / triple needle stitching on all seems for extra strength / concealed YKK zip and bar tacks on stress points.		
		50mm vislite 080 yellow & silver reflective tape for increased visibility to each leg pipe.		
3.	House dust coats with reflectors	Versatex reflective work housecoat, CP77HT/20/02, Versatex 65/35 Polycotton Twill, ccolorNavy Royal	House coats	All sizes
4.	Two-piece color combination uniform	Versatex women's work skirt, Polycotton Twill, Navy Royal	Skirt	All sizes
5.	Safety boots (Men / Women) winter	Heavy wear core, safety boots A rugged hard-wearing safety boots, double density PU sole, heat resistance up to 95 degrease C, steel toe cap, padded below tongue for extra comfort, genuine leather upper, SANS/ ISO20345/ antistatic SABS approved	Safety boots	All sizes
6	Utility safety Shoes (Men) Summer	High durable double barton print buffalo leather upper, padded tongue and collar for added comfort, wide profile, carbon print steel toe cap, complying with the EN20345 standards, dual-density polyurethane sole, comfortable, slip, oil and acid resistant outer sole, anti-static insole, moisture-wicking mesh lining, black	Utility safety Shoes (Men) Summer	All sizes



		SABS approved		
7	Safety boots for women (Summer)	Single density sole/heat resistant up to 95 degrees C, steel toe cap, four pair eyelet lace-up full-grain leather upper, padded collar and tongue for extra comfort, SANS/ISO 20345 antistatic SABS approved	Safety boots for women (Summer)	All sizes
8.	Neoflex Safety shoes for women (Winter)	Single density sole/heat resistant up to 95 degrees C, steel toe cap, four pair eyelet lace-up, full-grain leather upper, padded collar and tongue for extra comfort, SANS/ISO 20345 antistatic SABS approved	Neoflex Safety shoes	All sizes
9	General Purpose Gumboots (Men)	Extra-length general-purpose gumboot offers comfort and flexibility for peak performance in hard-working, wet conditions. SABS approved	General Purpose Gumboots	All sizes
10	General Purpose Gumboots (Women)	Extra-length general-purpose gumboot offers comfort and flexibility for peak performance in hard-woworking wetonditions. SABS approved	General Purpose Gumboots	All sizes
11	100% Cotton T-Shirt	100% Cotton Pique Knit, Golfer T-Shirts, Navy	T-Shirt	All sizes
12	Raincoats, especially for Women wearing housecoats, skirts	Stay dry in an extra-length garment with the back vent, clear side panels in the hood, heat-sealed seams for improved water resistance, concealed elastic storm cuffs, stowaway hood with drawcord, two large concealed front pockets, up to knee length.	Raincoats	All sizes



13	Rain suits	Clear side panels in good, posted seams for extra strength, heat-sealed seams for improved water resistance, concealed elastic storm cuffs, stop away hood with drawcord, drawcord jacket hem, ankle poppers for adjustable trouser hem, elasticised waistband, with a durable zip.	Rain suits	All sizes
14	Freezer Jacket and trousers (Winter)	Fully waterproof outer with all seams tape-sealed, a flap behind zip forms a thermal and moisture barrier, two lower pockets and left breast pocket, detachable hood, angle cut sleeves provides a comfortable upper body fit, heavy-duty plastic moulded zip. For Cleaners exposed to cold weather conditions.	Freezer Jacket and trousers	All sizes
15	Winter Women's packable jacket	100% polyester fabric, cushioned collar for added comfort and support, lip elastic at hem and cuff, durable zip, vertical quilted side panel, quilted fabric inside pockets with bound edges.	Women's packable jacket	All sizes
16	Winter Men's packable jacket	100% polyester fabric, cushioned collar for added comfort and support, lip elastic at hem and cuff, durable zip, vertical quilted side panel, quilted fabric inside pockets with bound edges.	Men's packable jacket	All sizes



17	Windbreakers	A windbreaker, with a thin fabric jacket designed to resist wind chill and light rain, making it a lighter version of the jacket. Lightweight construction and characteristically made of synthetic material. For Cleaners exposed to cold weather conditions.	Windbreakers Jacket	All sizes
18	Winter beanies (Hats)	For Cleaners exposed to cold weather conditions	Winter beanies	One size fits all
19	Summer Strawhats / Legendary hat	100% cotton, with metal eyelets, self-color topstitching, 8cm brim with bound edge, tonal embroidery.	Summer Strawhats	One size fits all
		For Cleaners Exposed To Hot Weather Conditions		
20	Long Socks Navy anklet sock	Long ankle socks are 60% cotton and 38% polyamide and 2% elastane	Long ankle socks	All sizes
		Antibacterial treated to prevent the development of foot fungus and odour / extra fine toe seam for added comfort / reinforced heel and toe for durability/half cushioned for wearer comfort / elastic band to hug sock to foot, preventing slipping		
21	Short socks	short sock 60% cotton and 38% polyamide and 2% elastane	Short socks	All sizes
22	Versatex Hat	Versatex Hat, Polycotton, embraided, antique brass eyelets for airflow.	Versatex Hat	All sizes
23	Versatex Cap	Versatex Cap, polycotton twill,	Versatex Cap	All sizes



		Versatex 65/35 Polycotton Twill Navy blue 6-panel peak cap. Velcro adjustable strap at back		
24	Workpro shoe black	Uni-sex, soft toe casual work shoe / full-grain leather water- resistant action upper leather, breathable and abrasion- resistant Taibrelle / lightweight double density PU sole / high durability, slip and oil-resistant outsole SABS approved	Workpro shoe	All sizes
25	Lo-top shoe charcoal	Uni-sex, high-quality leather / wide profile steel toe cap / breathable and abrasion- resistant Taibrelle / lightweight double density PU sole / highly durable, slip and oil resistant outsole / SABS/ISO20345 / anti-static – for Line Managers and drivers SABS approved	Lo-top shoe	All sizes
26	Ultimate golfer	100%cotton Piquet knit, 220grms with rib collar/side slits with bar tacks / regular fit for comfort/topstitching on the armholes and shoulder seams / specialized placket/bio blast technology	Ultimate golfer	All sizes
27	Woman's golfer	100%cotton Piquet knit, 220grms self-fabric collar/side slits with bar tacks/pocket left chest / specialized and narrowed placket/ bio blast technology.	Woman's golfer	All sizes
28	Legendary long sleeve denim one pocket shirt	135grms/4.5oz 100% denim in sizes S – 5xl; navy blue in a modern fit, extra length curved hem; single chest pocket double-needle posting on the	Legendary long sleeve denim one pocket shirt	All sizes



		side seems; bar tacks on stress point for extra strength. (Issued as a uniform for all depots line managers)		
29	Legendary short sleeve denim one pocket shirt	135grms/4.5oz 100% denim in sizes S – 5xl; navy blue in a modern fit, extra length curved hem; single chest pocket double-needle posting on the side seems; bar tacks on stress point for extra strength. (Issued as a uniform for all depots line managers)	Legendary short sleeve denim one pocket shirt	All sizes
30	Blue men's work jeans	100% cotton denim, weight 12 ounces; in sizes 28 – 50; triple-needle stitching on all seams; indigo ring-spun denim; two large back pockets; concealed brass with a durable zip; industrial wash	Blue men's work jeans	All sizes
31	Anti-fog clear eye protection wear	9 base lens / hard coat / lightweight / soft nose pad / soft temple tip – issued with uniform SABS approved	Anti-fog clear eye protection wear	
32	PW leather wrist weld lined green glove	Gunn cut, wing thumb fully cotton lined, sewn with syntax thread, welted hand, and material bound cuff – suitable for welding operations. SABS approved	PW leather wrist weld lined green glove	Standard size
33	PW leather cowhide glove	Yellow, general-purpose glove wrist length – all trades	PW leather cowhide glove	Standard size
34	PW leather Nappa glove	Yellow, general-purpose glove wrist length – electricians SABS approved	PW leather Nappa glove	Standard size
35	Nitrafit wrist length green 5 pack	13-gauge polyester shell glove with nitrile coating / abrasive resistant/oil proof, anti-acid	Nitrafit wrist length green 5 pack	All sizes



36	FFP2 valve mask	and anti-alkali penetration resistant flexible for comfort – general purpose SABS approved disposable packs of 20	FFP2 valve	M & L
30	FFF2 valve mask	SABS approved	mask	
37	HPPE cut resistant 5 grey wrist length glove	13 gauge level 5 HPPE shell with black nitrile coating / smooth finish / high-grade cut resistance / elastic and comfort/oil proof and anti-alkali penetration resistance in size 9 – suitable for all trade workers/drivers	HPPE cut resistant 5 grey wrist length glove	Standard size
		SABS approved		
38	PW leather wrist weld lined green glove	Gunn cut, wing thumb fully cotton lined, sewn with syntax thread, welted hand, and material bound cuff – suitable for welding operations – standard size.	PW leather wrist weld lined green glove	Standard size
		SABS approved		
39	PW leather wrist length apron palm grey glove	double layer palm for extra protection – suitable for builders, carpenters, and general workers	PW leather wrist length apron palm grey glove	Standard size
		SABS approved		
40	PW PVC elbow red standard size glove	cotton interlocking shell with smooth PVC coating / fully coated / anti-slip, abrasion and chemical resistant/oil proof, anti-acid and anti-alkali penetration resistance – suitable for plumbers.	PW PVC elbow red standard size glove	Standard size
		SABS approved		
41	Elite Anti-Fog goggle	Robust design/ soft seal with adjustable headband/impact-	Elite Anti-Fog goggle	Standard size



		resistant – anti-fog. (Given to employees where work requires protection from glass and debris falling protecting the whole eye area)		
		SABS approved		
42	Silver indoor/outdoor eye protection wear	9 base lens / mirror finish / hard coat / lightweight / soft nose pad / soft temple tip	Silver indoor/outdoor eye protection	Standard size
		(This silver lens is a high- performance lens and protects against most commonly encountered hazards found in our work environment general safety glasses – issued with uniform)	wear	
		SABS approved		
43	Shade 3 green eye protection wear	9 base lens / hard coat / lightweight / soft nose pad / soft temple tip.	Shade 3 green eye protection	Standard size
		(This eye protection is suited for welding applications)	wear	
		SABS approved		
44	Smartfit corded earplugs single corded in	In Hear pack storage case / unique detachable cord system.	Smartfit corded earplugs	Standard size
	containers/standard, orange	(These are necessary for all trade workers; managers/staff working in environments where there are continuous noise levels above those that are acceptable)	single corded	
		Spare earplugs are to be kept in stock at all times at the various work sites		
		SABS approved		



45	Versatex 65/35	embroidered to the front with	Versatex	Standard
	Polycotton Twill soft	Joburg / JPC logo and back	65/35	issues for
	brim hat	with Facility Management –	Polycotton	males
		issued with a uniform	Twill soft brim	
			hat	
46	Reflective jackets	Reflective sleeveless jacket	Reflective	All sizes
			jackets	

2. SPECIAL CONDITIONS

- A maximum of 6 service providers will be appointed to the panel
- RFQs will be advertised on the JPC website for a minimum of 7 days, ((only service providers appointed to the panel will be allowed to submit quotations).
- The request for quotations will be sourced on an as and when required basis from the panel in terms of JPC SCM Policy guidelines
- The appointed suppliers will be required to deliver the PPE at JPC head office, 33 Hoofd Street, Braampark Office, Braamfontein.
- The RFQ request may include branding
- The delivery will be expected to be done in 1 trip.



EVALUATION CRITERIA

(JPC MBD 11)

COMPLIANCE REQUIREMENTS

Bids will be evaluated as follows:

1. COMPLIANCE REQUIREMENTS BEFORE AN AWARD IS MADE TO THE SUCCESSFUL BIDDER

- Valid Tax Compliant Verification PIN number issued by SARS.
- Proof of registration of the Bidder as follows:
 - Natural persons- certified copy of ID document/ passport
 - o Partnership- a copy of Partnership Agreement plus IDs of all partners
 - Company- current CM29/COR 20.1
 - Close Corporation- a current copy of CK1 and/or CK2C and/or COR 20.1
 - Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- Entity B-BBEE Certificate or B-BBEE Certificate issued by the Companies and Intellectual Property Commission (CIPC) or Sworn Affidavit or JV/Consortium Consolidated B-BBEE Certificate.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgments or arrangements have been made to settle arrears / Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgments or arrangements have been made to settle arrears Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgments or arrangements have been made to settle arrears /Valid Lease agreement / Affidavit stating why an up-to-date municipal account cannot be submitted
- In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement
- Central Supplier Database (CSD) registration document valid on the tender closing date
- Company resolution.
- The following documents should be duly completed and signed:
 - Declaration of interest in MBD 4
 - Bidders Information in JPC MBD 7.1
 - Declaration of the Bidder's Past Supply Chain Practices in MBD 8, and
 - Certificate of Independent Bid Determination in MBD 9,
- If the entity or any of its Directors are listed on the National Treasury register of defaulters the bidder will be disqualified



2. EVALUATION CRITERIA

TECHNICALITY / FUNCTIONALITY EVALUATION

Bids will be evaluated to establish whether they meet the minimum required thresholds for functionality. In this regard, bidders are required to achieve a functional score of not less than 70 points out of 100.

FUNCTIONALITY	WEIGHT	EVIDENCE
PROPOSED METHODOLOGY AND APPROACH		
CAPABILITY TO PROVIDE PPE	5	
 The proposed methodology and approach relevant to the scope that the tenderer intends to follow regarding the supply and delivery of PPE The bidding entity to provide the capability, backed by a letter from the bidder. Provision of a letter from the bidder containing names and contact numbers of suppliers in place for 100% of the listed items (5 points) Non-submission of the letter or submissions of a letter with less than 100% of items listed (0 points) 		Bidding entity to provide proof in the form of a letter on its letterhead containing the names and contact numbers of its suppliers in place for consideration and the items each of their suppliers will be supplying. Note all items must be supplied and listed on the letter
points)		the letter.
 PROCESSES AND QUALITY CONTROLLER Bidding entity to provide its processes, backed by required evidence, for ensuring that required PPE procured are of desired quality and specification against an order with Quality Controller assigned to the task detailed internal processes for ensuring that required PPE procured are of desired quality and specification against order and personnel to support the process (2.5) provision of detailed CV inclusive of experience of the designated Quality Controller(2.5) Non-compliance of all above (0) 	5	Bidder to provide its internal process followed for quality assurance of PPE procured against order and detailed CV with at least a minimum of 1- year experience of the bidders' Quality Controller assigned to the task.



FUNCTIONALITY	WEIGHT	EVIDENCE
 MODE OF TRANSPORTATION FOR DELIVERY Submission of a Delivery Plan (proof of the ability to deliver an initial bulk order) backed by documentation of delivery vehicle/s either owned and/or hired and, thereafter as and when required (10) No delivery plan (proof of ability to deliver an order in full) or no proof of transport or (0) 	10	JPC expects the Bidder to deliver goods ordered in one batch. The bidder, therefore, has to prove by way of a delivery plan that they can delivery plan that they can delivery of of suitable vehicle to be utilized for delivery of PPE, such as photos of delivery vehicle/s, supporting license disc/ registration papers, or letter in the event of vehicle hiring and hiring arrangement documents from the agent.
RISK AND MITIGATION FOR PPE	5	
How the bidder plans to manage and mitigate the following risks: (refer to JPC MBD 21 and complete) (5)		Bidder to complete JPC MBD 21
Handling and Resolution of returned goods due to:		
 Incorrect sizes are taken and supplied (1) 		
 Poor quality of products/goods supplied not to specifications / damaged (not SANS/SABS approved where required, non-compliance to branding/quality requirements) (1) 		
 Goods delivered not to specified color specifications (1) 		
 Risk of defaulting on delivery turnaround time as per specification (As will be supplied on RFQ)(1) 		
Risk of goods lost/damaged in transit (1)		



FUNCTIONALITY	WEIGHT	EVIDENCE
 DELIVERY TURNAROUND TIME Bidder to provide a detailed account of activities in the form of a Gantt Chart from time of Order for PPE (for approximately 1600 staff) to the time of delivery. Points will be allocated as follows: Delivery time up to 30 days from date of order and less = (10) points Delivery time from 31 to 40 days from date of order =(5) Delivery time not indicated or in excess of 40 days = (0) 	10	Bidder to provide a Gantt Chart showing activities and timelines for each activity.
 EXPERIENCE Bidder's Experience in the execution of orders for PPE 5 reference letters with a cumulative value of R 1000 000 or more = 25 4 reference letters with a cumulative value of R 800 000 to R 999 999 = 20 3 reference letters with a cumulative value of R 600 000 to R 799 999 = 15 2 reference letters with a cumulative value of R 400 000 to R 599 999 = 10 1 reference letter with a cumulative value of R 200 000 to R 399 999 = 5 No reference letter = 0 No points will be allocated if it's less than R200 000 cumulative NB: Reference letters with no contract value will not be considered for evaluations. 	25	Signed reference letters should be on the client/referee letterhead, with contract start and end date, project description, should also be signed by the relevant official and must be for the supply of PPE, as well as contact details (email and/or telephone number and contact person)
 FINANCIAL CAPABILITY The Bidder to demonstrate financial capability to provide the PPE by providing proof of the following: Proof of access to funding of R 2 000 000 or more (40) or, Proof of access to funding of R 1 500 000 to R1 999 999 (30) 	40	Provide supporting documents of proof of credit availability from the bank



FUNCTIONALITY	WEIGHT	EVIDENCE
 Proof of access to funding of R1000 000 to R1 499 000 (20) Proof of access funding of R500 000 to R 999 999 (15) Proof of funding less than R500 000 (0) Failure to provide proof of funding or provision of funding will result in the bidder scoring zero (0) 		Or Letter from the investors including investors' proof of funding from the bank in their business account Or Proof of credit availability from the bank or bidder's supplier where the PPE will be purchased from
		NB: The above-required information (i.e., bank statement, proof of credit available, or letter for funding from investors) must be valid 30 days before tender closure.
TOTAL	100	

PANEL AWARD BASIS

Only the top 6 scoring bidders over the threshold of 70 points that meet the criteria stated for Functionality will form part of the panel. Should there be a tie between bidders, the BBBEE level will be taken into account. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

As and when the services are required, JPC will advertise the request for quotations on the JPC website. The RFQ will be closed to the panel, thereafter Stage 2 of the evaluation will follow which will be based on price and B-BBEE as set out below.

STAGE 2 PRICE AND B-BBEE

Bids will be evaluated using the 80:20 principles, as per MFMA Circular No.53 of the National Treasury, which is as follows:

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (20)

B-BBEE is a deliberate socio-economic process or intervention strategy designed to redress the imbalances of the past and to facilitate the participation of Black people in the economy. JPC shall apply the provisions of the Broad-Based Black Economic Empowerment Act and its



codes of good practice as verification of the Tenderers' BEE status. Preference will be given to BBBEE Tenderers.

FORMULA FOR SCORING TENDER PRICE

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

Ps = 80 [1 - (<u>Pt - Pmin</u>)]

Where

Ps = Points scored for the price of tender under consideration

Pt = Price of tender under consideration

Pmin

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR B-BBEE STATUS LEVEL

The points allocated to a tenderer will be in accordance with the **Preferential Procurement Regulations**, **2017** published in Government Gazette.

The following table is applicable.

Price	80
B-BBEE Status Level of Contribution	Number of Points 20
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non - Contributor	0
Maximum	20
Total	100

Notes:

 "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).



- Tenderers must submit a Valid Sworn Affidavit or B-BBEE Certificate issued by the Companies and Intellectual Property Commission (CIPC) Or a Valid B-BBEE certificate substantiating their B-BBEE rating. B-BBEE Certificates are issued by either verification agencies accredited by the South African Accreditation System (SANAS).
- 3. The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- 4. A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender
- 5. Failure to submit the above will result in scoring zero (0) on B-BBEE.



STATEMENT OF BIDDERS EXPERIENCE (JPC MBD 12)

NAME OF BIDDER:	
BID NO.:	
BID NO	

CAPABILITY AND EXPERIENCE OF QUALITY CONTROLLER

The following Quality Controller(s) will be assigned to the work:

NAME	ROLE	CV ATTACHED

NB: CVs of nominated personnel must be attached substantiating, capability, qualification, experience, and suitability.



STANDARD CONDITIONS OF SUBMISSION

(JPC MBD 13)

The following conditions apply to all bids submitted:

 All bids must be submitted in compliance with the scope of work as specified in JPC MBD 10

SUBMISSION OF PROPOSALS

- Bidder(s) are invited to submit their Proposals by completing the returnable Municipal Bidding Documents (MBDs) and JPCs' MBDs contained in this document.
- In this regard:
 - No other form of the proposal will be accepted. The MBDs must not be construed as an offer.
 - The Bidder(s) are encouraged to submit one original and copy of the original submission in a PDF format on 1 Memory stick clearly marked.
 - All Proposal documentation received shall be deemed JPC property and shall not be returned or thus requested back by any Bidder.
- Proposals must be sealed, clearly marked with POP name and number, and addressed to The Chief Executive Officer, City of Joburg Property Company (SOC) Ltd
- Bidder's return address must be indicated at the back of the envelope.
- The fully completed document with annexures must be submitted on the date of closing specified on the front cover, and be deposited in the tender box which will be made available at FORUM I, Block A, 3RD Floor of: Braampark, 33 Hoofd Street, Braamfontein
- PROPOSALS THAT ARE NOT SUBMITTED IN A PROPERLY SEALED AND MARKED ENVELOPE AND DEPOSITED IN THE BOX BEFORE THE CLOSING DATE, WILL NOT BE OPENED.
- BIDDERS ARE ENCOURAGED TO SUBMIT PROPOSALS THAT ARE IN THE CORRECT FORMAT WITH ANNEXURES ATTACHED, DULY COMPLETED, INITIALLED, AND SIGNED.
- The information required in the MBDs must be provided accurately and honestly. All details provided by the Bidder(s) will be regarded as material representations, on which the JPC base the evaluation of the Proposal. Any misrepresentation will be treated as material and will result in the disqualification of the Proposal by the JPC. Bidders, who fail to provide such information to the satisfaction of the JPC, will be disqualified.



OPENING OF PROPOSALS, POP 05/2022

- Proposals will be opened immediately after the closing time on the closing date at the offices of JPC at the mentioned address. The POP number and the name of each Bidder(s) will be announced and recorded in a register.
- The bidder's return address must be clearly stipulated or indicated on the back of the envelope.

EVALUATION OF PROPOSALS

- JPC reserves the right to seek clarification or further information from Bidder(s) and to appoint professionals to advise and verify information on aspects of the Proposals submitted in a manner that the JPC or its agent deems appropriate.
- The preferred Bidder(s) may be required to make presentations to the JPC.
- The Bidder(s) shall be deemed to know and understand the content of the Proposal Call document and a submission of the MBDs will indicate the Bidder(s) unconditional acceptance of all the terms and conditions contained in the Proposal Call document.
- The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures, and performance and discharge of the obligations required in terms of the Proposal Call documents.
- The Proposal(s) will be evaluated by the JPC. JPC may accept any Proposal in whole or in part and is not bound to accept any Proposal
- Proposals will be evaluated using the evaluation criteria stated in JPC MBD 11.
- The Proposal(s) will be adjudicated by the JPC's Bid Adjudication Committee and awarded in terms of the JPC's Supply Chain Management Policy for Goods and Services.
- The JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- Any Proposal in the name of a partnership or joint venture or consortium will, upon acceptance, be deemed as joint and several agreements with all parties.
- All proposals shall remain valid for a period of **120 days** after the closing date, provided that bidders may extend the validity of the proposal at the request of JPC.



RESOLUTIONS OF DISPUTES

• Persons or bidders who are aggrieved by decisions or actions taken in the implementation of the Supply Chain Management system or the awarding of the bid, must within 20 (twenty) days of the awarding of the bid, lodge a written complaint containing the details of the dispute arising to the Chief Executive Officer of JPC at the following address or telefax number:

Forum I, Block A, 3rd Floor, Braampark, 33 Hoofd Street, Braamfontein

Fax: (010) 219 9400

- The written complaint must contain the following information:
 - The bid reference number;
 - The section of the Policy, Regulations, or Act that has been violated;
 - The details of the violation;
 - The City Department or Municipal Owned Entity involved;
 - Relief sought.
- The Chief Executive Officer may appoint an independent person, from outside or within the City or JPC, to investigate and propose a dispute resolution mechanism to address the complaint. The person so appointed will be someone who was not involved in the transaction in question.

PROHIBITIONS

- JPC will not, subject to such amendments to the Act and Regulations and any exemptions as the Minister may promulgate from time to time, award contracts to Bidder(s) who are owned directly or indirectly by the following categories of persons:-
 - defined as an employee or public servant in the service of the state working for Local, Provincial, and National Government; or
 - defined as an employee in the service of a government-owned entity including the municipal entities;
 - if the employee mentioned above is actively or inactively a director, manager, or principal shareholder of the service provider concerned (refer to GN44 in GG 28411 of 18 January 2006 for the exemption);
 - is a member of the board of directors of a municipal entity within its area of jurisdiction (refer to GN44 in GG 28411 of 18 January 2006 for the exemption);
 - who is an advisor or consultant contracted to the JPC for the purposes of assisting the JPC with defining requirements, drafting specifications, or evaluating the Proposals?
- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving as councilors for any municipality.



- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving in the National Assembly, Provincial Legislatures, and National Council of Provinces.
- Failure by the above-mentioned persons to comply with the above shall lead to cancellation of the contract.

CONSIDERATION OF PROPOSALS FROM CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE

- The JPC does not encourage awarding of contracts to close family members of employees in decision-making positions.
- The bidder must declare and state whether a spouse, child, or parent of the bidder or a director, manager, or shareholder is in the service of the City of Johannesburg Municipality, the City of Joburg Property Company, or has been in the service of the state in the previous twelve months.

GENERAL ENQUIRIES

Only email inquiries will be accepted, such inquiries must be directed to tenders@jhbproperty.co.za



JPC STANDARD CONDITIONS OF APPOINTMENT

(JPC MBD 14)

- 1. **Appointment in Force and Authorised Signatories:** This appointment is considered to have come into force immediately after all the necessary signatures have been appended.
- 2. Independent Contractor: The Service Provider is appointed as an independent contractor and no contract of agency and/or employment is created. Save as may be expressly authorized by JPC from time to time in writing, the Service Provider shall not hold itself out to be the agent of JPC and/or commit JPC to any contract or obligation of whatever nature.
- **3.** *Alterations*: Should circumstances arise that call for modifications of the appointment, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.
- **4. Assignment:** The Service Provider shall not without the prior written consent of JPC, cede or assign any of the benefits and obligations under this appointment.
- 5. **Sub-Contracts:** Any sub-contracts or modifications or termination thereof relating to the performance of the services by the Service Provider shall be made only with the prior written consent of JPC.
- 6. **Compliance with Laws, By-laws, and Ordinance:** The Service Provider shall comply strictly with every applicable law, by-law, and ordinance including every regulation, code of conduct, or another directive to which the Service Provider may be subject in its professional capacity. In this regard, the Service Provider's particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations as well as to the Financial Intelligence Centre Act (FICA).
- 7. *Insurance:* If applicable, the Service Provider shall at its own cost and expense maintain professional indemnity insurance and public liability insurance with an insurer approved by JPC in an amount and for the duration, as specified in the letter of appointment to which these general conditions of appointment relate.
- 8. **Postponement and Termination**: JPC may give written notice to the Service Provider at any time of its intention to abandon the services, in whole or in part, or to terminate this appointment. The effective termination date of this appointment shall not be less than fourteen (14) days after receipt of such notice, or such other shorter or longer periods as may be agreed between the parties. Upon receipt of such notice, the Service Provider shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum.

Upon termination of the appointment, the Service Provider shall deliver to JPC the originals of all documents in the possession of the Service Provider relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.



- **9.** *Force Majeure:* The Service Provider shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Service Provider to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.
- **10.** *Claims for Default:* Any claims for damages arising out of default and termination, shall be agreed upon between JPC and the Service Provider, or failing agreement, shall be referred to dispute resolution by clause 20.
- **11. Rights and Liabilities of Parties:** Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.
- **12.** *Confidentiality:* The Service Provider shall maintain all information relating to the appointment in the strictest confidence.
- **13.** *Indemnity:* The Service Provider indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the aforegoing any claim that may be brought or threatened against JPC by any third party) arising from or because of the failure by the Service Provider to comply with its obligation in terms hereof.
- 14. **Skill, Care, and Diligence:** The Service Provider shall exercise all reasonable skill, care, and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognized professional standards. If any documentation prepared or submitted by the Service Provider to JPC is approved by JPC such approval shall not limit the professional liability of the Service Provider in respect thereof. The Service Provider shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
- **15**. *Faithful Advisor:* The Service Provider shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
- **16.** *Indirect Payments:* The remuneration of the Service Provider charged to JPC, shall constitute his only remuneration in connection with the appointment, and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment, or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.
- **17.** *Royalties:* The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.



- 18. **Ownership of Equipment, Materials, Supplies, and Facilities:** Equipment, materials, supplies, and facilities furnished to the Service Provider by JPC or purchased by the Service Provider with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Service Provider shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and disposes of same as directed by JPC.
- **19. Copyright:** All copyright in and to all documents, plans, designs, and other material of whatever nature prepared or produced by the Service Provider in the course and scope of its appointment shall be and remain vested in JPC for which purpose the Service Provider cedes to JPC all such copyright.

20. Dispute Resolution:

- a. Any dispute arising between the Parties in respect of this appointment shall in the first instance be referred in writing to the senior executives of the Parties by either Party for resolution. The senior executives of the Parties shall meet within five (5) business days after receiving the aforesaid written referral and shall use their best endeavors to resolve the dispute within the time foregoing.
- b. If the senior executives fail to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in paragraph (a) above, then either Party shall be entitled to immediately institute legal proceedings from a competent court.
- c. Notwithstanding anything to the contrary contained in this paragraph 20, any party shall be entitled to approach a competent court for appropriate relief.

21. Sequestration or Surrender of Service Provider's Estate

In the event of an order being made for the sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making an application for the surrender of his estate, or if he shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of his creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to determine the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or other of the aforementioned events.



REGISTRATION DOCUMENTS

(JPC MBD 15)

THE FOLLOWING DOCUMENTS MUST BE ATTACHED HEREAFTER (AS MBD) AS PROOF OF REGISTRATION OF THE BIDDER:

- Natural persons, Sole proprietors, and JVs of these a copy of ID document/passport
- Schools a copy of the Provincial School registration certificate
- NPC a copy of the Provincial registration certificate
- Society Club/ Association a copy of Constitution/founding document
- Partnership -a copy of partnership agreement plus IDs of all partners
- Closed Corporation Copy of CK1 and/or CK2 and/or COR 20.1
- Company current CM29 and/or COR 20.1,
- Trust letter of appointment from the Master of the High Court of SA and deed of trust
- Joint Venture/Consortium JV/Consortium agreement plus ID documents/ company Registration documents of all members of JV/Consortium



BIDDER'S COMPANY PROFILE (JPC MBD 16)



POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 17)



PROOF OF UP TO DATE MUNICIPAL ACCOUNT / AFFIDAVIT / PROOF OF ARRANGEMENTS TO SETTLE ARREARS (JPC MBD 18)



JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 19)



RISK AND MITIGATIONS (JPC MBD 20)

PROPOSED MITIGATIONS	TIMELINES FOR RESOLUTIONS
	PROPOSED MITIGATIONS