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

**RFP 04/2023FY/JPC**

**Note:** Tender document can be downloaded from E-tenders and the JPC websites at no cost. [www.jhbproperty.co.za](http://www.jhbproperty.co.za) and [www.etenders.gov.za](http://www.etenders.gov.za)

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

**Closing date of submission: 08 June 2023 at 10:30** (Telkom Time) – at **Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level)** - no bid received after the closing date and time will be accepted or considered.

**Opening of submissions: 10h30** (Telkom Time) – All proposals are to be submitted at the JPC offices, on or before the closing date and time. The Opening Register will be uploaded on the JPC website

Compulsory Briefing session will be held on the 15 & 16 May 2023 at the following venues:

Date	Time	Venue	Address
15 May 2023	10H30 am (Telkom Time)	Rea Vaya Operational Control Centre(OCC), from OCC will proceed to Westgate Rea Vaya Station	3 John Street, Selby
16 May 2023	10H30 am (Telkom Time)	Indingilizi Interchange	Ntuli Street, Opposite Dorothy Nyembe, Dobsonville

All technical enquiries to be emailed to [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za) from 08 May 2023 until close of business 29 May 2023 and JPC to ensure that all enquiries have been responded to by no later than 02 June 2023 by 17:00.

**Document availability : 08 May 2023**

**REQUEST FOR PROPOSALS FOR A HOLISTIC (EXTENSIVE) FACILITIES MANAGEMENT SERVICES AT REA VAYA (BUS RAPID TRANSIT) SYSTEM PHASE 1A AND 1B OF THE REA VAYA STATIONS, FOR A PERIOD OF THREE (03) YEARS ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY SOC LTD (JPC).**

**NAME OF BIDDER:**

**DOCUMENTS TO BE SUBMITTED: ONE (1) ORIGINAL DOCUMENT, ONE (1) COPY OF THE ORIGINAL PLUS ONE (1)SCANNED VERSION OF THE SUBMISSION INCLUDING ALL ANNEXURES/RETURNABLES IN A USB CLEARLY MARKED IN BIDDER'S NAME**



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**Total price (Inclusive of Value Added Tax) for Phases 1A and 1B, for the duration of the contract period.**

**PHASE 1A TOTAL PRICE**

R.....

Amount in words: \_\_\_\_\_

**PHASE 1B TOTAL PRICE**

R.....

Amount in words: \_\_\_\_\_

**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 above. City of Joburg Property Company (SOC) Ltd does not take any responsibility for any bids deposited into an incorrect box.**



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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 co-ordination and oversight has allowed 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 developments 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 utilises 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 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.





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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	
CONTACT PERSON	Supply Chain Management	TELEPHONE NUMBER	
TELEPHONE NUMBER	010 219 9000	FACSIMILE NUMBER	
FACSIMILE NUMBER	010 219 9400	E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a>		



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## PART B 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 (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE 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)?  
 YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
 YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
 YES  NO

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



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**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: .....



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**TENDER ADVERT FOR BID: RFP 04/2023FY/JPC (JPC MBD 2).**

The City of Joburg Property Company (SOC) Ltd (Reg. No 2000/017147/07) (“JPC”), hereby, invites interested service providers to submit proposals for a holistic (extensive) facilities management services at Rea Vaya (Bus Rapid Transit) system Phase 1A and 1B of Rea Vaya Stations, for a period of three (03) years on behalf of City of Joburg Property Company SOC Ltd (JPC).

The contract will be effective the day of allocation of the Bid.

<b>Bid Number</b>	<b>RFP 04/2023FY/JPC</b>			
<b>Bid Description</b>	<b>REQUEST FOR PROPOSALS FOR A HOLISTIC (EXTENSIVE) FACILITIES MANAGEMENT SERVICES AT REA VAYA (BUS RAPID TRANSIT) SYSTEM PHASE 1A AND 1B OF THE REA VAYA STATIONS FOR A PERIOD OF THREE (03) YEARS ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY SOC LTD (JPC).</b>			
<b>Compulsory Briefing Session</b>	Compulsory Briefing session will be held on the 15 & 16 May 2023 as follows:			
	<b>Date</b>	<b>Time</b>	<b>Venue</b>	<b>Address</b>
	15 May 2023	10H30 am (Telkom Time)	Rea Vaya Operational Control Centre(OCC), from OCC will proceed to Westgate Rea Vaya Station	3 John Street, Selby
	16 May 2023	10H30 am (Telkom Time)	Indingilizi Interchange	Ntuli Street, Opposite Dorothy Nyembe, Dobsonville
	All technical enquiries to be emailed to <a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a> from 08 May 2023 until close of business 29 May 2023 and JPC to ensure that all enquiries have been responded to by no later than 02 June 2023 by 17:00.			
<b>Document Availability Date</b>	<b>08 May 2023</b>			
<b>Tender document</b>	The tender document can be downloaded from E-tenders or JPC website at no cost, via <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or <a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a>			
<b>Closing Date</b>	<b>08 June 2023 at 10h30 (Telkom time)</b>			
<b>Disqualifying Criteria</b>	<ul style="list-style-type: none"> <li>• CIDB Grading 6GB or above</li> <li>• Non-attendance of compulsory briefing session</li> </ul>			

	<ul style="list-style-type: none"> <li>• Non-submission of Public Interest Score (PIS) as per The Companies Act Regulations 26(2). The Public Score Calculation must be supported by the following:             <ul style="list-style-type: none"> <li>○ Audited Annual Financial Statements indicating the latest three financial periods, OR</li> <li>○ Latest unaudited annual financial statement used for the calculation of the PIS.</li> </ul> </li> </ul>
<p><b>Compliance Requirements before an award is made to the successful Bidder</b></p>	<ul style="list-style-type: none"> <li>• Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).</li> <li>• Proof of registration of the Bidder as follows:             <ul style="list-style-type: none"> <li>○ Natural persons- certified copy of ID document/ passport</li> <li>○ Partnership- copy of Partnership Agreement plus IDs of all partners</li> <li>○ Company- current CM29/COR 20.1</li> <li>○ Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1</li> <li>○ Trust- letter of appointment from the Master of the High Court of SA and deed of trust</li> <li>○ JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners</li> <li>○ Entity BBEE Certificate or JV/Consortium Consolidated BBEE Certificate or Sworn Affidavit.</li> </ul> </li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.</li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.</li> <li>• 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 acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.</li> <li>• In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate.</li> </ul>

	<ul style="list-style-type: none"> <li>• Central Supplier Database (CSD) registration valid on tender closing date.</li> <li>• Company resolution for bid signing powers</li> <li>• The following documents must be completed and duly signed:             <ul style="list-style-type: none"> <li>○ Declaration of interest in MBD 4;</li> <li>○ Declaration of the Bidder's Past Supply Chain Practices in MBD 8;</li> <li>○ Certificate of Independent Bid Determination in MBD 9; and</li> <li>○ Bidders Information in JPC MBD 7.1</li> </ul> </li> <li>• Copy of certificate of registration with the UIF</li> <li>• Copy of certificate of Registration with COIDA</li> <li>• ISO accreditation certificate</li> <li>• Bidders must submit copies of their registration/membership documents with such Institutions/Councils in maintenance services or proof that the application has been considered by the respective body.</li> <li>• If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.</li> </ul>
<p><b>Evaluation Criteria</b></p>	<p><b>Functionality, Price, and HDI using the 90/10 preference point system 90 for price and 10 HDI</b></p> $P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$
<p><b>Address</b></p>	<p>City of Joburg Property Company SOC Ltd, 3<sup>rd</sup> Floor, Forum I, A-Block reception level, 33 Hoofd Street, Braampark Office Park, Braamfontein</p>
<p><b>Enquiries</b></p>	<p><a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a></p>

**Please note the following conditions of submission:**

- Late submissions will be NOT 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.

Helen Botes  
 Chief Executive Officer  
 City of Joburg Property Company SOC Ltd  
 3<sup>rd</sup> Floor, Forum I Building, Braampark  
 Office Park, 33 Hoofd Street,  
 Braamfontein Johannesburg

**Contact Details**  
**Supply Chain Management Department**  
**Tel: (010) 219-9000**



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**ALL TECHNICAL ENQUIRIES TO BE EMAILED TO [TENDERS@JHBPROPERTY.CO.ZA](mailto:TENDERS@JHBPROPERTY.CO.ZA) FROM 08 MAY 2023 UNTIL CLOSE OF BUSINESS 29 May 2023 AND JPC TO ENSURE THAT ALL ENQUIRIES HAVE BEEN RESPONDED TO BY NO LATER THAN 02 JUNE 2023 BY 17H00.**



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**BID DOCUMENTS CANNOT BE POSTED.**

**BID DOCUMENTS TO BE SUBMITTED: 1 ORIGINAL DOCUMENT AND 1 COPY OF AN ORIGINAL DOCUMENT, PLUS 1 SCANNED VERSION OF THE SUBMISSION INCLUDING ALL ANNEXURES/RETURNABLES IN A USB CLEARLY MARKED IN BIDDER'S NAME AND DEPOSITED IN THE BID BOX SITUATED AT: JPC'S OFFICES, SITUATED AT 33 HOOFD STREET, FORUM 1, BLOCK A, 3<sup>RD</sup> FLOOR, ENTRANCE LEVEL, BRAAMPARK, BRAAMFONTEIN, JOHANNESBURG.**

**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 MUST BE INITIALED.**

**ONE (1) ORIGINAL DOCUMENT AND ONE (1) COPY OF AN ORIGINAL DOCUMENT, PLUS ONE (1) SCANNED VERSION OF THE SUBMISSION INCLUDING ALL ANNEXURES/RETURNABLES IN A USB CLEARLY MARKED IN BIDDER'S NAME.**

THE BID BOX IS ACCESSIBLE FROM MONDAY – FRIDAY AT 08H00 – 16H00.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE REPRODUCED OR AMENDED, ANY ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ANNEXURE TO THIS DOCUMENT)



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## **GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS (JPC MBD3)**

### **1. Purpose**

The purpose of this request interested service providers to submit proposals for a Holistic (extensive) Facilities Management Services at Rea Vaya (Bus Rapid Transit) system Phases 1A and 1B of the Rea Vaya Stations for a period of three (03) years on behalf of City of Joburg Property Company SOC Ltd (JPC)

### **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 RFP.
- 2.2 All submissions from interested bidders will be vetted through a compliance process to determine that all the required information is provided and correct.
- 2.3 Bidders, herein consent JPC to any investigations, JPC might deem necessary to validate in the RFP submitted
- 2.4 Appointment will be made in accordance with JPC's standard conditions of contract.
- 2.5 Bidder must submit a valid professional indemnity insurance of the bidding entity.

### **3. Submission of Proposals**

The Bidder(s) one (1) original document and one (1) copy and one (1) scanned version of the submission including all annexures/returnable in a USB clearly marked in bidder's name.

- a. Proposals must be submitted on or before 10:30 (Telkom Time) on the closing date.
- b. Each Proposal must be clearly marked with the title of the bid as per the cover page.
- c. The completed proposal call documents must be deposited in the box made available at the JPC Offices, Reception area at the entrance of A-Block, Forum I Building, Braampark Office Park, 33 Hoofd Street, Braamfontein.

### **BID DOCUMENTS CANNOT BE POSTED**

**BID DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: JPC'S OFFICE, SITUATED AT 33 HOOFD STREET, FORUM 1, BLOCK A RECEPTION AREA, 3<sup>RD</sup> FLOOR, ENTRANCE LEVEL, BRAAMPARK, BRAAMFONTEIN, JOHANNESBURG.**

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



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#### 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 a 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 agent on behalf of a 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 the request the submission of required documents within a specified time, and to appoint professionals to advice 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.
- l. JPC reserve the right to award the tender to one or more bidders.
- m. Pass-Through Costs (The successful tenderer will be expected to provide value for money with regard to the procurement of parts and equipment. Therefore, be expected to agree to provide fair and competitive prices for any items purchased and the level of quality will be stipulated for each asset. The successful bidder will take before pictures and send to the Department for approval to go ahead with the replacements).
- n. All key personnel working on the contract will be expected to provide qualifications and CV of all personnel working on this contract.



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### Enquiries

Only email enquiries will be accepted, such enquiries must be directed to:  
[tenders@jhbproperty.co.za](mailto: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 BID IS SIGNED .....



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### DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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 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.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder <sup>2</sup> )		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
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	Please provide detail	
3.7.2	Service of state organization		
3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of Director		
3.8.2	Service of State Organization		
3.9	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? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of 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 the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		

No.	Information	Please provide detail	
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the company? If yes, please furnish particulars:	Yes	No
3.12.1	Name of Director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are related to the company? If yes, please furnish particulars:	Yes	No
3.13.1	Name of Director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"1In the service of the state" means to be –</p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(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);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p>"2 Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		



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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	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY



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**PRICING SCHEDULE: PRICE OFFER (JPC MBD 5)**

NAME OF BIDDER: .....  BID NO.: .....
---

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

- The evaluation of price and HDI will be done separate for each phase.

**PHASE 1A REA VAYA STATIONS (30 STATIONS AND 1 INTERCHANGE)**

PRICING FOR PHASE 1A					
NO	DESCRIPTION	TOTAL MONTHLY FEE (R)	TOTAL ANNUAL FEE (R)	VAT (R)	TOTAL (R)
1	MAINTENANCE FEE FOR THE HOLISTIC MAINTENANCE OF THE 30 BRT STATIONS AND 1 INTERCHANGE				
<b>TOTAL</b>					

**PHASE 1B REA VAYA STATIONS (18 STATIONS AND 1 OPERATIONAL CONTROL CENTRE)**

PRICING FOR PHASE 1B					
NO	DESCRIPTION	TOTAL MONTHLY FEE (R)	TOTAL ANNUAL FEE (R)	VAT (R)	TOTAL (R)
1	MAINTENANCE FEE FOR THE HOLISTIC MAINTENANCE OF THE 18 BRT STATION AND 1 OPERATION CONTROL CENTRE				
<b>TOTAL</b>					

**NB:** Bidder's prices are going to be evaluated per phase and the annual escalation will be applied using CPIX index.



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## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

### 1. GENERAL CONDITIONS

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

- The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

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



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## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—



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- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....



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## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**



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- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.



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4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:



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Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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



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**CONTRACT FORM - PURCHASE OF GOODS/SERVICES MBD 7.1**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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



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**PART 2 (TO BE FILLED IN BY THE PURCHASER) MBD 7.1**

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....



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**BIDDER'S INFORMATION (JPC MBD 7.1)**

Name of Bidder			
ID /Passport/ Registration Number			
Nature of bidder (tick one)	Natural Person/ Sole Proprietor		
	School/NGO/Trust		
	Company/ CC/ Partnership		
	Joint Venture (JV)		
Postal Address		Tel	
		Cell	
		Email	
		Fax	

**BIDDER BANKING DETAILS**

Name of bidder's Banker	
Contact details of banker	

**Please indicate how you became aware of the invitation to submit this Proposal**

The Star		JPC Web site	
Sowetan		E- Tenders	
JPC Social Media Accounts			

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.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>



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## DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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:
  - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to 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 other 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. 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	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b></p>	Yes	No



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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.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>



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## **CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 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. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



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## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; 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<sup>3</sup> 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:



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- (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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



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## SCOPE OF WORK (JPC MBD10)

A holistic facility maintenance service, including reactive and planned (preventative) maintenance, for the 49 Rea Vaya bus stations and 1 Operational Control Centre (OCC). The services cover maintenance, repair and replacement of the structures and related services for each facility. The duration of this contract will be 3 years.

## SERVICES

The services required for this tender are as follows.

The successful tenderer will be expected to provide a holistic (extensive) facility maintenance service, including reactive and planned (preventative) maintenance, for the Rea Vaya (BRT) 49 Rea Vaya Bus stations and 1 Operational Control Centre (OCC) for a period of three (3) years from the date of appointment of the FM .

### 1. INFRASTRUCTURE

#### 1.1. BUILDING STRUCTURE AND FABRIC

The Station structure (all elements of the buildings – constructed primarily from concrete, steel and glass), inclusive of structural elements, steel and glass façade, (which includes signage and branding logos), concrete flooring, ceilings and roof structure, bus stopping guides and a platform box (access equipment), equipment room and a single toilet.

#### 1.2. MECHANICAL, ELECTRICAL AND PUBLIC HEALTH

The service element of the stations include Fire and Safety equipment, air-conditioning, security systems, utility management, security systems , external signage public address system, lighting, plumbing and water supply.

The additional service elements include the following:

- Mechanical and electrical components of glass sliding doors and roller shutter doors.
- Standby power supply

#### 1.3. STATIONS

There are forty-nine (49) Rea Vaya stations network from Braamfontein all the way to Noordegesig Extension in Soweto and Operations Control Centre (OCC). All the stations are of a 'modular' design and contain common elements for each type. **(Refer to Annexure A)**



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Below is a summary of required and **comprehensive list of sites where services will be required:**

<b>BRT STATIONS PHASE 1A</b>			
<b>BRT Section/Station module width – kerb to kerb</b>	<b>Station Code</b>	<b>Physical Location</b>	<b>Station Name</b>
5,5m	SC009	Chris Hani & Ntuli St.	Thokoza Park Station
5,5m	SC008	Chris Hani & Roodepoort Rd.	Lake View Station
5,5m	SC007	Klipspruit Valley Rd & Chris Hani	Klipspruit Valley Station
5,5m	SC005	Mooki & Sofasonke St.	Boomtown Station
5,5m	SC003&004	Mooki between Mashupa & Rathebe Street.	Orlando Police Station
5,5m	SC002	Mooki between Martha Louw & Mofokeng St	Orlando Stadium Station
<b>NASREC LINK</b>			
6,0m	SA001	Pat Mbatha & Anderson St	Westgate Station
5,0m	SA002	Pat Mbatha between Mentz & Fraser St	Mavumbi Station
5,0m	SA 003	Booyens Reserve at Pedestrian Over Bridge	Basothong Station
5,0m	SA005	Soweto Highway & Immink Rd	Diepkloof Station
5,0m	SA006	Diepkloof Overbridge & Soweto Hwy	Ghost Town
6,0m	SA004a	On Soweto H way @ Soccer City Stadium (Subway) Station	Soccer City Station
5,5m	SA004b	Nasrec (Transportation hub North side) Station	Nasrec Station
5,5m	SA004c	Nasrec (Transportation hub Southside) Station	Nasrec Station
5,0m	SA008	Soweto Hwy & Hermanus Street	Noordgesig
3,5m	CBD2A	Market & Ntemi Piliso	Chancellor House Station Eastbound
3,5m	CBD2B	Commissioner & Ntemi Piliso	Chancellor House Station Westbound
3,5m	CBD3A	Market & Rissik St	Library Gardens Station Eastbound
3,5m	CBD3B	Commissioner & Rissik St	Library Gardens Station Westbound
<b>BRT STATIONS PHASE 1A</b>			



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<b>BRT Section/Station module width – kerb to kerb</b>	<b>Station Code</b>	<b>Physical Location</b>	<b>Station Name</b>
3,5m	CBD4A	Market & Troye St	Carlton Station Eastbound
3,5m	CBD4B	Commissioner & Troye St	Carlton Station Westbound
3,5m	CBD27A	Troye & Pritchard St	Fashion Square Station Northbound
3,5m	CBD27B	Mooi & Pritchard St	Fashion Square Station Southbound
5,0m	CBD13 (prototype)	Edith Cavell & Noord St	Johannesburg Art Gallery Station
5,0m	CBD25	Edith Cavell & Kotze St	Hillbrow Bath House Station
3,5m	CBD14A	Smit & Claim St	Old Synagogue Station Eastbound
3,5m	CBD14B	Wolmarans & Claim St	Old Synagogue Station Westbound
5,5m	CBD15	Saratoga Ave between Sherwell St & Joe Slovo Dr	Doornfontein Campus Station
5,5m	CBD16	Charlton Terrace & Van Beek St	Ellis Park North Station
5,5m	CBD17	Bertrams Rd & Thames Rd	Ellis Park East Station
5.5m	NIT001	Indingilizi Interchange	Mashinini Street, Opposite Dorothy Nyembe, Dobsonville
<b>Total(Phase 1A)</b>	31		

**BRT STATIONS PHASE 1B**



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BRT Section /Station module width	Station Code	Physical Location	Station Name
<b>ICDS</b>			
3,5m	CBD24A	Loveday Street	Joburg Theatre Station
3,5m	CBD24B	Joubert Street	Constitutional Hill
3,5m	CBD21	Rissik Street at Park Rail Station	Park Station
3,5m	CBD20A	Rissik Street North of Kerk Street	Rissik
3,5m	CBD20B	Harrison Street South of Kerk Street	Harrison
3,5m	NF015	Adjacent to New Canada Railway Station	New Canada
3,5m	NF017	Station Road Noordgesig	Noordgesig Extension
5,0m	NF010	Bernard Isaacs School	West Bury
5,0m	NF012	Fulton Road	Coronation
5,0m	NF013	Maraisburg Rd	Industria
5,0m	NF014	Highgate	Bosmont
5,0m	NF003	Wits West campus - Empire Rd	Wits
5,0m	NF004	Owl St	Milpark
5,0m	NF005	SABC - Stanley Rd	SABC Medal Park
5,0m	NF006	Campus Square	UJ Campus Square
5,0m	NF007	U J Rossmore Campus - Kingsway Str	UJ Kingsway
5,0m	NF008	Empire Road After Kingsway	Helen Joseph
5,0m	NF001	Hillside Rd	Park Town
5,0m	OC001	3 John Street, Selby	Operational Control Centre
<b>Total(Phase 1B)</b>	<b>19</b>		

**NB: Activation for all Five (5) Non-Functional stations will be done once refurbishment is complete. The five stations will not be maintained by the appointed service provider until activation is done.**



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#### **1.4. BUSES**

Tenderers must note that the maintenance, repair and or replacement of the corresponding equipment on the buses that operate in conjunction with the equipment on the stations, i.e. the door reading/opening equipment/mechanisms forms part of this tender. The current bus fleet comprises of 143 buses for Rea Vaya Phase 1A and 134 for Phase 1B buses.

#### **1.5. HELP DESK SYSTEM**

The successful tenderer is expected to provide a help desk system to receive and manage reactive maintenance calls that will come directly from the REA VAYA helpdesk. This system should also provide information for management reporting.

The REA VAYA method for reporting FM calls is that the stations report all calls to the REA VAYA help desk. The reason for this is that there are a number of FM service areas where the successful bidder is not involved (such as ITS, security and cleaning) as those services are excluded from this tender – These exclusions therefore require the REA VAYA help desk to contact service providers other than the successful bidder for this tender.

However the REA VAYA help desk will be fully appraised of the roles and responsibilities of the various service providers and will re-route the calls received by the REA VAYA help desk to the correct respondents.

The REA VAYA help desk functions 24/7/365 and it would therefore be expected that the successful bidder will provide a help desk that functions on the same basis.

The successful bidder be require to compile a detailed asset/inventory list that will form the data base of the help desk system to accurately manage and inform both reactive calls and planned preventative maintenance schedules..

The successful tender must recognise that they will at times work in conjunction with other contractors

#### **1.6. BACKUP GENERATORS**

Maintenance of inverters and by ensuring three phase power supply including conversion from AC to DC. Fuelling of Stations 25 KVA generators and relocate generators where back up power is required within Rea Vaya network (The contractor to provide 3 trailers to move the generators to the other stations as and when required.

#### **1.7. METER READINGS**

The successful tenderer will be required to take water and electricity meter readings at each station on a regular monthly basis and provide these readings to REA VAYA on a defined date /day to be agreed.



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## 2. DETAILED BREAKDOWN OF WORKS.

Below is a list of schedules of work to be done, as well as the frequencies.

A - PREVENTATIVE PLANNED MAINTENANCE	
<b>SPECIFICATIONS</b>	<p><b>Planned work with scheduled start date and end date week, monthly and annually</b></p> <ul style="list-style-type: none"> <li>• Provide trained and skilled staff in achieving all contract specifications</li> <li>• Provide all project staff with appropriate Uniform and safety equipment</li> <li>• Ensure full compliance with OHS Act standards and advise accordingly</li> <li>• Adhere to internal all policies and procedures</li> <li>• Maintain a technical library on site</li> <li>• Provide a business continuity and disaster recovery management plan</li> <li>• Provide a risk assessment for all tasks</li> <li>• Prepare Helpdesk Centre procedures</li> <li>• Complete and file Job Cards for all tasks completed monthly for submissions</li> <li>• Log all FM emergency calls and escalate to appropriate service provider</li> <li>• Communicate updates to customers with appropriate information</li> <li>• Ensure the helpdesk system is operational at all times</li> </ul>

Schedule No	WORKS	DESCRIPTION	FREQUENCY	MONTHLY RATE
1	<b>Building Refurbishment Maintenance</b>	<p>To repair all elements of the buildings – constructed primarily from concrete, steel and glass), inclusive of structural elements, steel and glass façade, (which includes signage and branding logos), concrete flooring, ceilings and roof structure, bus stopping guides and a platform box (access equipment), equipment room and a single toilet:</p> <ul style="list-style-type: none"> <li>• Building fabric maintenance (Operational and repairs)</li> <li>• Building maintenance (Programmed refurbishment and repair)</li> <li>• Equipment maintenance (Operational and repair)</li> <li>• Equipment maintenance (Programmed refurbishment and repair)</li> <li>• Record and Report all water and electricity meter readings</li> </ul>	Monthly	
2	<b>Pest Control</b>	<p><b>Provide Pest Control services and inspections in line with the legislation:</b></p> <ul style="list-style-type: none"> <li>• Provide Pest control infestation and eradication programme monthly</li> <li>• Resolve and attend all pest control incidents as they are reported</li> <li>• Provide report monthly on Pest control programmes and actions</li> <li>• Ensure all chemicals are handled in compliance with OHS Act requirements</li> <li>• Maintain full record of all Pest control inspections, monitoring and treatment</li> <li>• Use environmentally friendly chemicals that have no secondary effect</li> </ul> <p><b>Additional information:</b></p> <p>The successful service provider is expected to provide a service that manages different types of pests, e.g.</p>	Monthly	

		<ul style="list-style-type: none"> <li>i. Rodents.</li> <li>ii. Cockroaches.</li> <li>iii. Crawling insects.</li> </ul> <p><b>1.1 The Contract conditions are:</b></p> <ul style="list-style-type: none"> <li>i. The request is on a once off basis.</li> <li>ii. The successful bidder shall be obliged to sign a compliance and completion certificates</li> <li>iii. The service provider must have at least three (3) years' experience in rendering pest control services.</li> </ul> <p><b>1.2 Operative Conditions.</b></p> <p>1.2.1 Description of sites: Rea Vaya Stations are utilized by Station personnel in rendering bus service to passengers</p> <p><b>1.3 Membership of the South African Pest Control Association and or Pest Control Industry Services Board.</b></p> <p><b>1.4 Operational Conditions.</b></p> <p><b>Service required</b></p> <ul style="list-style-type: none"> <li>• The rendering of Pest Control, Fumigation and Extraction including placement of Rodents baiting Stations as four (four) per station out of 49 Rea Vaya BRT Stations and Operational Control Centre (OCC)</li> <li>• Necessary initial inspections and treatments to bring under control any existing infestation by: rodents, creepy crawlies, flying insects, critters and many others.</li> </ul>		
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		<ul style="list-style-type: none"> <li>• Once off, inspection and treatment and then return for extraction and cleaning after a month</li> <li>• Necessary initial inspections and treatments to bring under control any existing infestation by: rodents, cockroaches, crawling insects, flying insects, fleas, bird control and all other vermin.</li> <li>• Apply suitable remedy by using environmentally friendly controls.</li> <li>• A once off visits to ensure that prevention of possible pest infestation.</li> <li>• Placement of monitoring devices, bait stations and visual inspection of areas and implement action. (Once off)</li> <li>• Recording of all pest and service related activities and update all reports and log sheets.</li> <li>• Place on site a comprehensive pest management file containing service and company details.</li> </ul> <p><b>Description of services</b></p> <p><b>Rodent Bait Stations:</b></p> <ul style="list-style-type: none"> <li>• Bait stations should be placed at the bottom outside the stations platform and inside the stations platform through station manhole</li> <li>• Services and maintenance on these should be performed on a once off basis.</li> </ul> <p><b>Cockroaches and Insects treatment:</b></p> <ul style="list-style-type: none"> <li>• Preventative measures should be taken to prevent insect from re-nesting and</li> <li>• Spray with South African Bureau of Standard approved organic remedy.</li> </ul> <p><b>Identification.</b></p>		
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		<ul style="list-style-type: none"> <li>• Identify all the trouble spots and make proper intervention to resolve.</li> <li>• Service reports to be handed to the client.</li> <li>• Identification to be conducted within the acceptable environmental requirements and controls.</li> </ul>		
3	<b>Fire Extinguishers</b>	Maintenance of the fire protection systems	Quarterly	
4	<b>Specialised Glass</b>	Repairs and Replacement: <ul style="list-style-type: none"> <li>• Provide the service to replace all broken stations glass facade (attend and replace unclaimed chipped glasses)</li> </ul>	Monthly	
5	<b>Specialised Stations Steel Structure Painting</b>	<ul style="list-style-type: none"> <li>• Station Frame Steel Structure, Columns and Roofing Painting of Rea Vaya steel structure (turquoise blue and orange red columns including black gutters and the white roof skirting as well as the inner roof ceiling.</li> </ul>	Monthly	
6	<b>Specialised Lethium Floor Densifying Sealing</b>	<ul style="list-style-type: none"> <li>• Resurfacing of the stations concrete floor with a clear glossy sealing silicon and patching cracked surface.</li> </ul>	Monthly	
7	<b>Specialised Window Cleaning</b>	<ul style="list-style-type: none"> <li>• Cleaning of stations glass and redo faded station artwork painting</li> </ul>	Monthly	
8	<b>Specialised roof Cleaning</b>	<ul style="list-style-type: none"> <li>• Identify rusty leaks on the station roof and repairs leaks</li> </ul>	Quarterly	



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	<b>and Minor and Major Repairs (Report Major for approval)</b>			
<b>9</b>	<b>Stations and Bus Sensors</b>	<p>Ensure bus sensor interface with the stations sensor or loop to trigger stations door opening and closure during operations</p> <ul style="list-style-type: none"> <li>• Develop a station door maintenance register and components service (status on 568 sliding station doors)</li> <li>• Maintenance and replacement of <b>277</b> bus and station door sensors (interface between bus and station sensors including loops)</li> </ul>	Monthly	
<b>10</b>	<b>Stations Doors and Roller Doors</b>	<p>Servicing of stations doors moto and greasing for ease of automatic opening and closure as well as the manual mechanism</p> <ul style="list-style-type: none"> <li>• Provide service to maintain and service all stations roller doors</li> <li>• Provide services of all mechanical related fittings and fixtures</li> <li>• Provide a scheduled for preventative maintenance a month prior</li> </ul>	Monthly	
<b>11</b>	<b>Heating and Ventilation Air Con.</b>	<p>Routine servicing of stations air conditioning system for heat and cooling filters. As well as any emergencies:</p> <ul style="list-style-type: none"> <li>• Heating Ventilation Air Conditioners (Operational and repair)</li> <li>• HVAC (Programmed refurbishment and repair) with air monitoring</li> </ul>	Monthly	
<b>B - UNPLANNED REACTIVE MAINTENANCE</b>				
		<b>The emergency response activities within 24 hours of reporting attached with a reference number from the help desk system</b>		



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<b>SPECIFICATIONS</b>		<ul style="list-style-type: none"> <li>• Provide trained and skilled staff in achieving all contract specifications</li> <li>• Provide all project staff with appropriate Uniform and safety equipment</li> <li>• Ensure full compliance with OHS Act standards and advise accordingly</li> <li>• Adhere to internal all policies and procedures</li> <li>• Maintain a technical library on site</li> <li>• Provide a business continuity and disaster recovery management plan</li> <li>• Provide a risk assessment for all tasks</li> <li>• Complete and file Job Cards for all tasks completed monthly for submissions</li> <li>• Log all FM emergency calls and escalate to appropriate service provider</li> <li>• Communicate updates to customers with appropriate information</li> <li>• Ensure the helpdesk system is operational at all times</li> </ul>		
Schedule No	WORKS	DESCRIPTION	FREQUENCY	MONTHLY RATE
1	<b>Lock Smith Services</b>	Attend to lock replacement for ticket booth and safe including other locks within the station precinct. <ul style="list-style-type: none"> <li>• Replace lost keys and locking mechanism</li> <li>• Repair drop safe gear lever and door hinges</li> </ul>	Monthly	

<p><b>2</b></p>	<p><b>Backup Power Maintenance and fuelling</b></p>	<p>Maintenance of inverters and by ensuring three phase power supply including conversion from AC to DC. Fuelling of Stations 25 Kva generators and relocate generators where back up power is required within Rea Vaya network:</p> <ul style="list-style-type: none"> <li>• Standby emergency power: back up power (daily testing and duration)</li> <li>• Provide the servicing of all backup generators at the stations</li> <li>• Provide three additional 25 KVA mobile generators for lengthy power outages</li> <li>• Provide backup power method of statement on how it will be conducted</li> <li>• Ensure planned maintenance of the stations invertors</li> <li>• Provide trained and qualified technicians to service invertors</li> <li>• Generator connector to be equal Legrand Cat 587 05 connector at all times</li> <li>• Provide a service to monitor and top up fuel, oil and water on all generators</li> <li>• Maintain and complete a comprehensive asset register for all fixed assets</li> <li>• Provide a service to monitor and replace stations under floor batteries</li> <li>• Replace all stations handrails and platforms when required</li> </ul>	<p>Monthly</p>	
<p><b>3</b></p>	<p><b>Plumbing and Electrical Emergencies</b></p>	<p>Attending blockages, leaks of Stations water and sewer supply within the station precinct and escalate eternal system water and sewer flow, leaks and blockages to responsible entities.</p> <ul style="list-style-type: none"> <li>• Provide services of all electrical fittings and fixtures (Distribution box compliance and cabling)</li> </ul>	<p>Monthly</p>	



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		<ul style="list-style-type: none"> <li>• Provide maintenance and repairs for plumbing and drainage installations</li> <li>• Scheduled planned maintenance on plumbing and drainage installations</li> <li>• Respond to all plumbing emergencies within 15 minutes</li> <li>• Provide afterhours planned maintenance service</li> </ul>		
4	<b>Stations fittings and fixtures damage</b>	<p>Attend to station fixtures accident damages, by removing damage debris or any dangerous material. Repair minor damages to stations fixture and fittings or escalate major insurance related claims attached with repair quotations:</p> <ul style="list-style-type: none"> <li>• Provide Handyman services (attending minor repairs including welding)</li> <li>• Maintain faulty Stations signage and erect (bumped and damaged)</li> <li>• Replace all stations handrails and platforms when required</li> </ul>	Monthly	
5	<b>Infestation and eradication emergencies</b>	<ul style="list-style-type: none"> <li>• Removal of trapped rats by servicing baiting boxes and attend any matters related to dead rats in the ticket booth and others</li> </ul>	Monthly	



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### 3. EXCLUSIONS FROM THIS CONTRACT

REA VAYA have elected to retain the services of a number of existing suppliers and contractors who will independently maintain and support their products and services. The elements and services that are excluded from this contract are:

- cash collections,
- security,
- cleaning ,
- station staffing
- ITS (Intelligent Transport System)
- VMS (Variable Message Signage System)
- CCTV (Closed Circuit TV [entire system])
- Control Room (Total installation)
- Communication infrastructure (Telephones/Hearing handsets)
- APTMS (Advanced public transport management equipment [hardware and software])
- AFC Automatic fare collection (ticketing system)
- Ticketing Equipment& Turnstiles
- Probe Data (Electronic computer systems)
- Automatic Voice Annunciation Equipment
- Current contracts.

### 4. PROJECT REQUIREMENTS AND DETAILS

#### 4.1 Service Level Specifications (SLs)

All documents relevant to the delivery of the service will be included as appendices of the Tender document. The Tenderer is to refer to the Service Level Specification and all other appendices for full details.



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## 4.2 Service Level Specifications

The successful Bidder will be expected to formulate the Service Level Specifications which will form part of the Service Level Agreement. The SLS will work as a guideline for response times in delivering the services required. However, these response times and the content of the SLS may be subject to change. Any proposed changes will be negotiated during the contract negotiation stage, provided tenderers comprehensively motivate such changes to the satisfaction of COJ.

## 4.3 Other relevant information

Bidder's attention is drawn to the following additional information:

Access to the Rea Vaya Stations will be granted on request (email: [stevencha@joburg.org.za](mailto:stevencha@joburg.org.za)) , for look and feel of the detailed technical specification for a typical station to view at the any of the Rea Vaya stations up until the closing date of the tender. The preferred bidder will be required to maintain all elements to this specification, using only original parts.

All schedules of work and warranties are available and will be handed to the successful bidder on contract award.

**Operating hours for the BRT stations are 5am to 22h00 daily. The recommended maintenance window is 23h00 pm to 4am daily.**

If elements of the station are damaged by 3<sup>rd</sup> parties and the CoJ proceeds with an insurance claim, the successful bidder will be required to assist with the insurance claim process and the provision of the requisite quotations for repair.

The successful bidder will be expected to manage the stations through a comprehensive computerised maintenance management system and a help desk provided by the successful bidder. Monthly reporting from this system is seen as critical by the REA VAYA.

A holistic facility maintenance service, including reactive and planned (preventative) maintenance, for the 49 Rea Vaya bus stations and 1 Operational Control Centre (OCC). The services cover maintenance, repair and replacement of the structures and related services for each facility. The duration of this contract will be 3 years.

## 5. SERVICES

The services required for this tender are as follows.

The successful tenderer will be expected to provide a holistic (extensive) facility maintenance service, including reactive and planned (preventative) maintenance, for the Rea Vaya (BRT) 49 Rea Vaya Bus stations and 1 Operational Control Centre (OCC) for a period of three (3) years from the date of appointment of the FM .

## 6. INFRASTRUCTURE

### 6.1 BUILDING STRUCTURE AND FABRIC

The Station structure (all elements of the buildings – constructed primarily from concrete, steel and glass), inclusive of structural elements, steel and glass façade, (which includes signage



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and branding logos), concrete flooring, ceilings and roof structure, bus stopping guides and a platform box (access equipment), equipment room and a single toilet.

## 6.2 MECHANICAL, ELECTRICAL AND PUBLIC HEALTH

The service element of the stations include Fire and Safety equipment, air-conditioning, security systems, utility management, security systems , external signage public address system, lighting, plumbing and water supply.

The additional service elements include the following:

- Mechanical and electrical components of glass sliding doors and roller shutter doors.
- Standby power supply

## 6.3 STATIONS

There are forty-nine (49) Rea Vaya stations and Operational Control Centre (OCC) network from Braamfontein all the way to Noordegesig Extension in Soweto and Operations Control Centre (OCC). All the stations are of a 'modular' design and contain common elements for each type.



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## **BIDS WILL BE EVALUATED AS FOLLOWS (JPC MBD 11)**

### **1. Disqualification Criteria**

- CIDB Grading 6GB or above
- Non-attendance of compulsory briefing session
- Non-submission of Public Interest Score (PIS) as per the Companies Act Regulations 26(2). The Public Score Calculation must be supported by the following:
  - Audited Annual Financial Statements indicating the latest three financial periods, OR
  - Latest unaudited annual financial statement used for the calculation of the PIS.

### **2. COMPLIANCE CRITERIA BEFORE AN AWARD IS MADE TO THE SUCCESSFUL BIDDER**

- Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).
- Proof of registration of the Bidder as follows:
  - Natural persons- certified copy of ID document/ passport
  - Partnership- copy of Partnership Agreement plus IDs of all partners
  - Company- current CM29/COR 20.1
  - Close Corporation- 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
  - JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners
  - Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or Sworn Affidavit.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.
- 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 acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.
- In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate.



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- Central Supplier Database (CSD) registration valid on tender closing date.
- Company resolution for bid signing powers
- The following documents must be completed and duly signed:
  - Declaration of interest in MBD 4;
  - Declaration of the Bidder's Past Supply Chain Practices in MBD 8;
  - Certificate of Independent Bid Determination in MBD 9; and
  - Bidders Information in JPC MBD 7.1
- Copy of certificate of registration with the UIF
- Copy of certificate of Registration with COIDA
- ISO accreditation certificate
- Bidders must submit copies of their registration/membership documents with such Institutions/Councils in maintenance services or proof that the application has been considered by the respective body.
- If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.



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## EVALUATION CRITERIA FOR FUNCTIONALITY (JPC MBD 12)

**A TWO-STAGE EVALUATION WILL BE APPLIED TO THE EVALUATION OF THE BIDS AS FOLLOWS:**

### **STAGE 1: TECHNICAL EVALUATION**

As a first stage, bids will be evaluated in order to establish whether they meet the minimum required thresholds for functionality. In this regard, Tenderers are required to achieve a functional score of not less than 70 points out of 100

NO.	FUNCTIONALITY	WEIGHT	GUIDELINES
1	<p><b>COMPANY EXPERIENCE</b></p> <p><b>1.1. Number of projects completed in Facilities Management – 15 Points</b></p> <ul style="list-style-type: none"> <li>• 10 and above projects completed (15 points)</li> <li>• 8 - 9 projects completed (12 points)</li> <li>• 6 - 7 projects completed (10 points)</li> <li>• 4 - 5 projects completed (8 points)</li> <li>• 2 - 3 projects completed (4 points)</li> <li>• 1 project completed (2 points)</li> </ul> <p><b>1.2. Accumulated Value of the Facilities Management projects completed – 15 Points</b></p> <ul style="list-style-type: none"> <li>• Accumulated Projects Value R25 Million and above, completed (15 points)</li> <li>• Accumulated Projects Value R20 Million and above, completed but less than R25 million (12 points)</li> <li>• Accumulated Projects Value R15 Million and above, completed but less than R20 million (10 points)</li> <li>• Accumulated Projects Value R10 Million and above, completed but less than R15 million (4 points)</li> <li>• Accumulated Projects Value below R10 Million completed (0 points).</li> </ul>	30	<p><b>MEANS OF VERIFICATION</b></p> <p>Bidders to submit signed reference letters on company letterhead (from the reference entity), indicating the following:</p> <ul style="list-style-type: none"> <li>• Contract value</li> <li>• Duration of the contract.</li> </ul> <p><b>NB: Reference letters not on letterheads, not signed, not reflecting contract values and duration will result in the Bidder not allocated points. This applies to both on items 1.1 and 1.2.</b></p>

2	<p><b>EXPERIENCE OF THE KEY PERSONNEL IN FACILITIES MANAGEMENT AND BUILT ENVIRONMENT.</b></p> <p><b>Years of Experience and Previous Contract Value Managed:</b></p> <p><b>2.1. Project Manager:</b></p> <p>2.1.1 Experience:</p> <ul style="list-style-type: none"> <li>• Above 10 or more years of experience ( 3 points)</li> <li>• Above 5 - 10 years of experience (2 points)</li> <li>• 1 – 5 years of experience (1 point)</li> </ul> <p>2.1.2 Value of the Contract: (Cumulative Project Value).</p> <ul style="list-style-type: none"> <li>• Projects Value R25 Million and above, completed (3 points)</li> <li>• Projects Value R15 Million and above, completed but less than R25 million (2 points)</li> <li>• Projects Value R10 Million and above, completed but less than R15 million (1 points)</li> <li>• Projects Value below R10 Million completed (0 points)</li> </ul> <p><b>2.2. Electrical Engineer</b></p> <p>2.2.1 Experience:</p> <ul style="list-style-type: none"> <li>• Above 10 or more years of experience ( 3 points)</li> <li>• Above 5 - 10 years of experience (2 points)</li> <li>• 1 – 5 years of experience (1 point)</li> </ul> <p>2.2.2 Value of the Contract: (Cumulative Project Value).</p> <ul style="list-style-type: none"> <li>• Projects Value R25 Million and</li> </ul>	30	<p><b>NB! This applies to all Key Personnel in this section (2.1, 2.2, 2.3, 2.4, and 2.5)</b></p> <p><b>Years of Experience and Previous Contract Value Managed:</b></p> <ul style="list-style-type: none"> <li>• Curriculum Vitae indicating years of experience and project values in Facilities Management and built environment.</li> <li>• Certified Copies of Certificates (Degrees/Diplomas) in the required field.</li> <li>• Certified Copies of IDs of Key Personnel.</li> <li>• Proof of current employment with the Bidding Entity or Consultants’ contract with the Bidding Entity.</li> </ul> <p><b>NB: Failure to provide certified copies of IDs, certified copies of certificates and proof of employment/contract will result in the bidder not allocated points.</b></p> <ul style="list-style-type: none"> <li>• Certified valid registration with professional bodies.</li> </ul> <p><b>NB: Failure to provide certified proof of</b></p>

	<p>above, completed (3 points)</p> <ul style="list-style-type: none"> <li>• Projects Value R15 Million and above, completed but less than R25 Million (2 points)</li> <li>• Projects Value R10 Million and above, completed but less than R15 million (1 point)</li> <li>• Projects Value below R10 Million completed (0 points)</li> </ul> <p><b>2.3. Mechanical Engineer</b></p> <p>2.3.1 Experience:</p> <ul style="list-style-type: none"> <li>• Above 10 or more years of experience ( 3 points)</li> <li>• Above 5 - 10 years of experience (2 points)</li> <li>• 1 – 5 years of experience (1 point)</li> </ul> <p>2.3.2 Value of the Contract: (Cumulative Project Value).</p> <ul style="list-style-type: none"> <li>• Projects Value R25 Million and above, completed (3 points)</li> <li>• Projects Value R15 Million and above, completed but less than R25 Million (2 points)</li> <li>• Projects Value R10 Million and above, completed but less than R15 million (1 points)</li> <li>• Projects Value below R10 Million completed (0 points)</li> </ul> <p><b>2.4. Quantity Surveyor</b></p> <p>2.4.1 Experience:</p> <ul style="list-style-type: none"> <li>• Above 10 or more years of experience ( 3 points)</li> <li>• Above 5 - 10 years of experience (2 points)</li> <li>• 1 – 5 years of experience (1 point)</li> </ul> <p>2.4.2 Value of the Contract: (Cumulative Project Value).</p>		<p><b>registration with professional bodies will result in the bidder not allocated points.</b></p> <p><b>The above applies to all Key Personnel in this section (2.1, 2.2, 2.3, 2.4, and 2.5)</b></p>
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	<ul style="list-style-type: none"> <li>• Projects Value R25 Million and above, completed (3 points)</li> <li>• Projects Value R15 Million and above, completed but less than R25 million (2 points)</li> <li>• Projects Value R10 Million and above, completed but less than R15 Million (1 points)</li> <li>• Projects Value below R10 Million completed (0 points)</li> </ul> <p><b>2.5. Civil Engineer</b></p> <p>2.5.1 Experience:</p> <ul style="list-style-type: none"> <li>• Above 10 or more years of experience ( 3 points)</li> <li>• Above 5 - 10 years of experience (2 points)</li> <li>• 1 – 5 years of experience (1 point)</li> </ul> <p>2.5.2 Value of the Contract: (Cumulative Project Value).</p> <ul style="list-style-type: none"> <li>• Projects Value R25 Million and above, completed (3 points)</li> <li>• Projects Value R15 Million and above, completed (2 points)</li> <li>• Projects Value R10 Million and above, completed (1 points)</li> <li>• Projects Value below R10 Million completed (0 points)</li> </ul>		
3	<p><b>CAPACITY TO DELIVER PROJECT</b></p> <p><b>3.1 Financial Capacity (10 points)</b></p> <ul style="list-style-type: none"> <li>• Minimum R1 Million</li> </ul> <p><b>3.2 Minimum 1 Ton Van/Bakkies (5 points)</b></p> <ul style="list-style-type: none"> <li>• Three or more 1 Ton Van/bakkies</li> </ul>	30	<p><b>Financial Capacity:</b></p> <ul style="list-style-type: none"> <li>• 3 months Bank Statement of an entity with a positive balance of 1 million rand (not older than 30 days from the date of closing of the tender)</li> <li>• Vehicles registration documents on the</li> </ul>

	<p>owned or leased ( 5 points)</p> <p><b>3.3 Equipment and Machinery (5 points)</b></p> <p>List of owned or leased equipment and machinery to be used</p> <ul style="list-style-type: none"> <li>• 1 x Scaffolding (1 point)</li> <li>• 3 x 3.5m Aluminium Stepladder (1 point)</li> <li>• 1 x Cherry picker @ 15 meters height (1 point)</li> <li>• 1 x Jet pumps(1 point)</li> <li>• 1 x Water pumps(1 point)</li> </ul> <p><b>3.4 FM Help Desk System (10 points)</b></p> <p>The REA VAYA help desk functions 24/7/365 and it would therefore be expected that the successful bidder will provide a help desk that functions on the same basis</p> <ul style="list-style-type: none"> <li>• Logging of calls</li> <li>• Categorizing and allocation of the work</li> <li>• Dispatching the maintenance team</li> <li>• Feedback and reporting</li> </ul>		<p>bidding entity name\letter from third party confirming leasing of minimum 1-Ton van/bakkies by the Bidding Entity. In case the vehicle is registered under the company director, prove of registration must be provided</p> <p><b>NB if the vehicle is owned by the director, the director must provide a letter that is leasing the vehicle to the company.</b></p> <ul style="list-style-type: none"> <li>• Letter confirming equipment and machinery owned by the bidder or letter confirming equipment and machinery to be leased by the bidder.</li> <li>• Letter from the bidder confirming that they have FM help desk system in place which covers the <b>ALL</b></li> </ul>
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	<ul style="list-style-type: none"> <li>• Call close out report( monthly, quarterly and annual report)</li> </ul>		<p>the 5 bullets listed in section 3.4</p> <p>AND</p> <ul style="list-style-type: none"> <li>• Proof of Software licence of the system/letter of confirmation from the Software Provider/Reseller.</li> </ul> <p><b>NB: Failure to provide the above will result in bidder not allocated points.</b></p>
4.	<p><b>4.1 Project Execution and Methodology.</b></p> <p>Bidder to provide a proposal outlining how they will execute and Manage this project. The proposal must cover the following topics:</p> <ul style="list-style-type: none"> <li>• Preventative Maintenance ( 2 points)</li> <li>• Resource Allocation – deployment of human resources, vehicles, machinery and equipment in relation to the number of stations( 2 points)</li> <li>• Reactive Maintenance and turnaround times in line with FM standards ( 2 points)</li> <li>• Annual Maintenance Plan over three (3) years ( 2 points)</li> <li>• Risk Management and Mitigations ( 2 points)</li> </ul>	10	Project Proposal and methodology on how Facilities Management of the BRT stations will be executed. The proposal must include and address the bullet points on section 4.1.
<b>TOTAL</b>		<b>100</b>	

**Formula for scoring the bid Price**

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

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$



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Where

Ps = Points scored for price of bid under consideration

Pt = Rand price of bid under consideration

Pmin = Rand price of the lowest acceptable bid

### **HDI POINTS FOR 90\10 PRINCIPLE**

<b>DESIGNATED GROUP</b>	<b>MEANS OF VERIFICATION (BIDDERS TO ATTACH THE FOLLOWING DOCUMENTS)</b>	<b>90/10</b>
<b>Maximum Points:</b>		<b>10</b>
<b>Business owned by 51% or more – Black People</b>	<b>CSD and ID copy of Director\’s</b>	<b>3</b>
<b>Business owned by 51% or more – Women</b>	<b>CSD and ID copy of Director\’s</b>	<b>2</b>
<b>Business owned by 51% or more – Youth</b>	<b>CSD and ID copy of Director\’s</b>	<b>2</b>
<b>Business owned by 51% or more – People with Disabilities</b>	<b>CSD and ID copy of Director\’s</b>	<b>1</b>
<b>Subcontracting to businesses owned by designated groups (up to 30%)</b>	<b>Draft subcontracting agreement</b>	<b>2</b>

**NB: REFER TO THE HDI GUIDELINE ATTACHED AS ANNEXURE B AS PROVIDED BY THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY**



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### STATEMENT OF BIDDERS EXPERIENCE (JPC MBD 13)

**NAME OF BIDDER:** .....

.....

COMPANY EXPERIENCE					
	CLIENT	NAME OF PROJECT	RESPONSIBILITIES	PERIOD	PROJECT VALUE
1.					
2.					
3.					
4.					
5.					
6.					
7.					



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<b>TOTAL</b>				
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<b>EXPERIENCE OF KEY PERSONNEL</b>					
<b>NO.</b>	<b>KEY PERSONNEL</b>	<b>NAME OF KEY PERSONNEL</b>	<b>NO. OF YEARS' EXPERIENCE</b>	<b>PROJECT VALUE</b>	<b>PROFESSIONAL REGISTRATION? YES/NO</b>
1.	PROJECT MANAGER				
2.	QUANTITY SURVEYOR				
3.	ELECTRICAL ENGINEER				
4.	CIVIL ENGINEER				
5.	MECHANICAL ENGINEER				
<b>TOTAL</b>					



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## STANDARD CONDITIONS OF SUBMISSION (JPC MBD 14)

The following conditions apply to all bids submitted:

- All bids must be submitted in compliance with the Bid Specification specified in JPC MBD 11

### **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 Proposal will be accepted. The MBDs must not be construed as an offer.
  - The Bidder(s) must submit one (1) original and one (1) copy of the of the completed Bid document.
  - 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 clearly indicated at the back of the envelope.
- The fully completed document with annexures must be submitted before the closing date specified on the front cover, and be deposited in the tender box made available by the Client Services Centre of:

The City of Joburg Property Company (SOC) Ltd  
Forum I Building, Braampark, reception area by the entrance A-Block  
33 Hoofd Street, Braamfontein

- **PROPOSALS WHICH ARE NOT SUBMITTED IN A PROPERLY SEALED AND MARKED ENVELOPE AND DEPOSITED IN THE BOX BEFORE THE CLOSING DATE, WILL NOT BE OPENED.**
- **PROPOSALS WHICH ARE NOT SUBMITTED IN THE CORRECT FORMAT WITH ANNEXURES ATTACHED, DULY COMPLETED, INITIALLED AND SIGNED, WILL NOT BE CONSIDERED.**
- 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, which the JPC base the evaluation of the Proposal on. 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.



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## **OPENING OF PROPOSALS**

- All proposals are to be submitted at the JPC offices, on or before the closing date and time. After which as a precautionary measure (as a result of the Covid – 19 pandemic) the Opening Register will be uploaded on the JPC website.
- 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 non-acceptance or variation of any of the conditions, or the inclusion of any other conditions in the Proposal Call document by the Bidder(s) will be treated as a qualified bid and will be disqualified
- 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 12.
- 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, on 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 on request of JPC.



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## **RESOLUTIONS OF DISPUTES**

- Persons or bidders who are aggrieved by decisions or actions taken in the implementation of Supply Chain Management system or in 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:

3RD Floor, Forum 1, 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 of requirements, drafting of specifications or evaluation of the Proposals.
- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving as councillors for any municipality.
- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving in National Assembly, Provincial Legislatures and National Council of Provinces.



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- 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 of 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 enquiries will be accepted, such enquiries must be directed to [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za)



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## JPC STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 15)

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 authorised 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 which 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 other 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 of by JPC in an amount and for 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.



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- 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 between JPC and the Service Provider, or failing agreement, shall be referred to dispute resolution in accordance with 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 foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason 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 recognised 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.



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- 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 dispose 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 endeavours to resolve the dispute within the time foregoing.
  - b. If the senior executives fails 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 an appropriate relief.
- 21. Sequestration or Liquidation of Service Provider:** 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 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.



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## REGISTRATION DOCUMENTS (JPC MBD 16)

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

- *Natural persons, Sole proprietors and JVs of these – copy of ID document/passport*
- *Schools – copy of Provincial School registration certificate*
- *Partnership -copy of partnership agreement plus IDs of all partners*
- *Closed Corporation - Copy of CK1 and/or CK2/COR 20.1 and members agreement*
- *Company – current CM29/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 document of all members of JV/Consortium*



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## BIDDER'S COMPANY PROFILE (JPC MBD 17)



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## POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 18)



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**PROOF OF UP TO DATE MUNICIPAL ACCOUNT / AFFIDAVIT / PROOF OF ARRANGEMENTS TO SETTLE ARREARS (JPC MBD 19)**



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## JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 20)



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## PROJECT PLAN AND DETAILED METHODOLOGY (JPC MBD 21)



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## **CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI) JPC MBD 22**

This section sets out how personal information will be collected, used and protected by the City of Joburg Property Company SOC Ltd (hereinafter referred to as “JPC”), as required by the Protection of Personal Information Act.

The use of the words “the individual” for the purposes of this document shall be a reference to any person, with reference to the bidder and its directors/shareholders/personnel, communicating with JPC and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

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

The personal information that JPC may require relates to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

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

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

- reporting initiatives to the City of Johannesburg Metropolitan Municipality;
- reporting all contracts awarded to National Treasury;
- obtaining information related to Tax Compliance information from SARS;
- verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communication in respect of the tender/quotation submitted;
- complying with the law; and/or
- for a purpose that is ancillary to the above.
- for the evaluation and adjudication of Quotations, Request for Proposals and Panel of service providers
- posting all awards for Request for Proposals and Panel on the JPC website

Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.



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### **3. How will JPC process personal information?**

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

- directly from the individual
- through the documents submitted with the tender/quotation;
- from service providers who provided services or goods to JPC;
- from JPC's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

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

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information), where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for.

In the event of another party/ies acquiring all of or a portion of JPC's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

In respect of Request for Proposals and Panel to the Bid Evaluation and Adjudication Committee members

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

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

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



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information, which may be related to police investigations, litigation or when personal information is publicly available.

- I will not hold JPC responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

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

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JPC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JPC agrees to same in writing. JPC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JPC Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JPC so that our records may be updated. JPC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JPC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to JPC,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person's information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - the disclosure is prohibited by law.

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

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

Signature:	Date:
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## ANNEXURE A: STATION QUANTITIES AND SQUARE METERS



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## ANNEXURE B: HDI SCHEDULE