

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

**POP 02/2022**

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

**Important Notice**

**Document availability:** 28<sup>th</sup> January 2022 at 12h00

**Briefing session Date:** There will be no briefing session held

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

**Closing time and date of submission:** 28<sup>th</sup> February 2022 at 10h30 (Telkom time) – no bid received after the closing date and time will be accepted or considered

**Opening of submissions:** 10h30 – bids will be opened in public in the designated boardrooms at City of Joburg Property Company (SOC) Ltd, 3<sup>rd</sup> Floor, Forum I, Braampark Office Park, 33 Hoofd street, Braamfontein

**POP NUMBER: 02/2022: REQUEST FOR PROPOSALS TO BE INCLUDED ON THE JPC PANEL FOR THE SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS AND WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS**

**NAME OF BIDDER :**

**Documents to be Submitted:** 1 original and one clearly marked electronic copy of the original document on a USB

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

**Closing Date:** 28<sup>th</sup> February 2022

**Closing Time:** 10h30 (Telkom time)

**Place:** City of Joburg Property Company (SOC) Ltd  
3<sup>rd</sup> Floor, Forum I,  
Braampark Office Park  
33 Hoofd Street, Braamfontein

## CONTENTS

INTRODUCTION.....	3
INVITATION TO BID (MBD1).....	4
TENDER ADVERT FOR BID: POP 02/2022 (JPC MBD 1) .....	6
GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS (JPC MBD3).....	9
DECLARATION OF INTEREST (MBD 4) .....	11
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1).....	15
BIDDER'S INFORMATION (JPC MBD 7.1).....	24
DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8) ....	25
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) .....	27
SCOPE OF WORK (JPC MBD 10) .....	30
BID SPECIFICATIONS (JPC MBD 11) .....	31
EVALUATION CRITERIA (JPC MBD 12) .....	36
STATEMENT OF BIDDERS EXPERIENCE (JPC MBD 13).....	41
STANDARD CONDITIONS OF SUBMISSION (JPC MBD 14).....	42
JPC STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 15) .....	46
REGISTRATION DOCUMENTS (JPC MBD 16).....	49
BIDDER'S COMPANY PROFILE (JPC MBD 17) .....	50
POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 18) .....	51
PROOF OF UP TO DATE MUNICIPAL ACCOUNT / AFFIDAVIT / PROOF OF ARRANGEMENTS TO SETTLE ARREARS (JPC MBD 19).....	52
JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 20).....	53

## INTRODUCTION

### The City of Johannesburg (CoJ)

- 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 development in Joburg is guided by the Growth and Development Strategy.

### The City of Joburg Property Company (SOC) LTD (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.

## INVITATION TO BID

(MBD1)

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD</b>					
<b>BID NUMBER:</b>	<b>POP</b> 02/2022	<b>CLOSING DATE</b>	28 February 2022		<b>CLOSING TIME</b> 10H30 (Telkom Time)
<b>DESCRIPTION</b>	<b>POP NUMBER 02/2022: REQUEST FOR PROPOSALS TO BE INCLUDED ON THE JPC PANEL FOR THE SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS AND WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS</b>				
<b>THE SUCCESSFUL BIDDERS WILL UTILISED ON THE JPC PANEL ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS FROM DATE OF APPOINTMENT</b>					
THE ORIGINAL BID RESPONSE DOCUMENT AND ONE CLEARLY MARKED ELECTRONIC COPY OF THE ORIGINAL DOCUMENT ON A USB MUST BE DEPOSITED IN THE BID BOX SITUATED AT 33 HOOFD STREET, FORUM 1, FLOOR 3, BRAAM PARK, BRAAMFONTEIN, JOHANNESBURG. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – ( NOT TO BE RE-TYPED OR AMENDED)					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
SIGNATURE OF BIDDER		.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					
<b>Municipal Entity: City of Joburg Property Company (SOC) Ltd.</b> <b>Contact Person : Supply Chain Management Unit</b> <b>Tel: 010 219 9000</b> <b>Email: tenders@jhbproperty.co.za</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–OR DOWNLOADED ONLINE (NOT TO BE RE-TYPED)**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 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](http://WWW.SARS.GOV.ZA).
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART 3 BELOW.
- 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.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

## TENDER ADVERT FOR BID: POP 02/2022

## JPC MBD 1

**CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED SERVICE PROVIDERS TO SUBMIT PROPOSALS IN ORDER TO BE CONSIDERED FOR INCLUSION ON THE JPC PANEL TO SUPPLY AND DELIVER STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS**

<b>Bid Number</b>	<b>POP 02/2022</b>
<b>Bid Description</b>	<b>REQUEST FOR PROPOSALS TO BE INCLUDED ON THE JPC PANEL FOR THE SUPPLY AND DELIVERY OF STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS</b>
<b>Briefing Session Date</b>	<b>There will be no briefing session held</b>
<b>Document Availability Date</b>	<b>28 January 2022@12h00</b>
<b>Document Cost</b>	<b>Tender document can be downloaded from E-tenders and 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>
<b>Closing Date and Time</b>	<b>28 February 2022 at 10h30 (Telkom time)</b>
<b>Compliance Requirements before an award is made to the successful Bidders</b>	<ul style="list-style-type: none"> <li>• Tax Clearance Certificate, valid on the closing date of the bid, or exemption to pay taxes as issued by the South African Revenue Services (SARS) or Valid Tax Compliant Verification PIN number issued by 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</li> <li>- Close Corporation- current copy of CK1 and/or CK2C</li> <li>- Trust- letter of appointment from the Master of the High Court of SA and deed of trust</li> </ul> </li> <li>• JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners</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</li> </ul>

	<p>date municipal account cannot be submitted / Valid lease agreement</p> <ul style="list-style-type: none"> <li>• Original B-BBEE certificate or consolidated B-BBEE certificate for JV/ Consortiums</li> <li>• <b>Signature of the following documents:</b> <ol style="list-style-type: none"> <li>1. Declaration of Interest in JPC MBD 4</li> <li>2. Bidder's Information in JPC MBD 7.1</li> <li>3. Declaration of the Bidder's Past Supply Chain Practices in MBD 8</li> <li>4. Certificate of Independent Bid Determination in MBD 9</li> </ol> </li> <li>• Proof of Central Supplier Data Base registration (CSD) valid on tender closing date.</li> </ul> <p><b><i>If the entity or any of its Directors are listed on the National Treasury register of defaulters, the bid will be rejected.</i></b></p>
<b>Evaluation Criteria</b>	<b>Functionality &amp; B-BBEE</b>
<b>Address</b>	City of Joburg Property Company SOC Ltd, 3 <sup>rd</sup> Floor, Forum I, 33 Hoofd Street, Braam Park Office Park, Braamfontein
<b>Enquiries</b>	<a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a>

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

- No late proposals will be considered. It is recommended that bids be submitted the day prior to the closing date as JPC will not approve any request for condonation of late submissions due to any unforeseeable reason resulting in such late submissions.
- 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.

Chief Executive Officer  
City of Joburg Property Company SOC Ltd  
3<sup>rd</sup> Floor, Forum I Building, Braam Park  
Office Park, 33 Hoofd Street,  
Braamfontein Johannesburg  
[www.jhbproperty.co.za](http://www.jhbproperty.co.za)

**Contact Details**  
**Supply Chain**  
**Management**  
**Department**  
**Tel: (010) 219-9000**  
**Fax: (010) 219-9400**

**BID DESCRIPTION POP NUMBER: 02/2022: REQUEST FOR PROPOSALS TO BE INCLUDED ON THE JPC PANEL FOR THE SUPPLY AND DELIVERY OF STATIONERY ON AN AS AND WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS**

**NO BRIEFING SESSION TO BE HELD**

**ONE ORIGINAL BID DOCUMENT AND ONE CLEARLY MARKED ELECTRONIC COPY OF THE ORIGINAL DOCUMENT ON A USB, SUBMISSION CANNOT BE POSTED.**

ONE ORIGINAL BID DOCUMENT AND ONE CLEARLY MARKED ELECTRONIC COPY OF THE ORIGINAL DOCUMENT ON A USB MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: **JPC'S OFFICES SITUATED AT FORUM I BUILDING, THIRD FLOOR, BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN.**

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

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

**ALL PAGES MUST BE INITIALLED.**

**ONE ORIGINAL OF THE TENDER DOCUMENT AND ONE (1) ONE CLEARLY MARKED ELECTRONIC COPY OF THE ORIGINAL DOCUMENT ON A USB MUST BE DELIVERED AND CLEARLY MARKED.**

The bid box is accessible from Monday – Friday at 08H00 – 16h00.

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

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



## GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS

## JPC MBD 3

### 1. Purpose

The purpose of this request is to invite interested service providers to submit proposals to be included in the JPC's Panel for the supply and delivery of Stationery, on an as and when required basis, on behalf of City of Joburg Property Company SOC Limited (JPC) for a period of three (03) years from the date of appointment onto the panel.

### 2. Conditions of Proposal

- 2.1 The City of Joburg Property Company (SOC) Ltd (Reg No 2000/017147/07) ("JPC"), hereby invites interested suitable qualified/experienced Bidders to submit proposals for consideration for the appointment for the work described in this POP.
- 2.2 Appointment will be made in accordance with JPC's standard conditions of contract
- 2.3 The appointment into the JPC's panel for the supply and delivery of Stationery does not guarantee that the service provider will receive actual appointment for the items as required. JPC to run a competitive process within the established panel.

### 3. Submission of Proposals

- a. The Bidder(s) must submit one (01) original and one clearly marked electronic copy of the original document on a USB.
- b. Proposals must be submitted on or before 10:30 (Telkom Time) on the closing date.
- c. Each Proposal must be clearly marked with the title of the bid as per the cover page.
- d. The completed proposal call documents must be deposited in the box made available at the JPC Offices, Third Floor, 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, THIRD FLOOR, FORUM I BUILDING, BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN.**

**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.**

The bid box is accessible from 08:00 – 16:00 hours from Monday - Friday.

### 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 advise on aspects of the proposals submitted.
  - i. JPC reserve the right to make an appointment to more than one bidder, in whole or in part.
  - j. JPC reserve the right to negotiate a final proposal with any of the Bidder(s).
  - k. JPC does not bind itself to accept any proposal submitted.
  - l. JPC may at its discretion withdraw the proposal call process at any stage during the process.

## 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.....

## 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 authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  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 state?  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 bidding for this contract?  If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"<sup>1</sup>In 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>"<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to this bid:

- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid could not be determined, therefore the highest acceptable tender will be used to determine the applicable preference point system; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Functionality ; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
FUNCTIONALITY	Bidders to be scored out of 100
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 2.1 ONLY PART OF THE PREFERENCE POINT SYSTEMS WILL BE APPLIED AS THIS IS A PANEL.

Points will be awarded for functionality and B-BBEE

## 3. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 3.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:



<b>Points for B-BBEE (Max of 20):</b>	<b>20</b>
<b>B-BBEE status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

#### 4. BID DECLARATION

- 4.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 5. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 5.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

- 6.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
<b>Black people ( As defined by the Act B-BBEE Number 46 of 2013 and any amended)</b>		

## 7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

### 7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

### 7.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

7.8 Total number of years the company/firm has been in business:.....

- 7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

## 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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, wherein the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. A person awarded a contract in relation to a designated sector, may not subcontract 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

Local content

$$LC = 1 - \frac{x}{y} \times 100$$

Where:

- x      imported content  
y      bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below, and.
- this declaration certificate is not submitted as part of the bid documentation.

## 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals:
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT).
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

## 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
  - 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate (s )of exchange against the appropriate currency in the table below:

## Currency Rates of exchange

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

### 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 Municipality / Municipal Entity):

NB 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.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that 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.
- The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be Attached

- I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- 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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).



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

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

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

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

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

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

## 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	
<b>BIDDER BANKING DETAILS</b>			
Name of bidder's Banker			
Contact details of banker			

<b>Please indicate how you became aware of the invitation to submit this Proposal</b>			
The Star		JPC Web site	
Sowetan		E- Tenders	
		JPC notice board	

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>



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

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	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? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b>	Yes	No
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>	Yes	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>

## 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.

## 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:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**<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.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## SCOPE OF WORK

## JPC MBD 10)

### 1. BACKGROUND

The City of Johannesburg Property Company JPC) is requesting proposals from competent, qualified and accredited service providers to supply and deliver Stationery for City of Joburg Property Company for a period of 3 years from the date of appointment.

### 2. PROPOSAL OBJECTIVE

The purpose of this bid is to request suitable service providers to submit proposals with regard to supply and delivery of Stationery for JPC for a period of 3 years from the date of appointment.

### 3. UTILIZATION

- a. Services will be sourced on an as and when required basis from the panel and in terms of JPC SCM Policy and guidelines
- b. Requests for quotations will be advertised on the JPC notice boards and website. The notices will remain on the JPC notice boards and website for seven days;
- c. It is the responsibility of the service provider to ensure that they check the JPC notice boards and website regularly and respond to JPC's requests for quotations as set out herein;

**The term is three (3) years, JPC will appoint maximum of five (05) highest scoring bidders for supply and delivery of Stationery for Three Years from the date of appointment.**

## BID SPECIFICATIONS

(JPC MBD 11)

JPC will require the appointed service providers to supply and deliver the following items:

### STATIONERY LIST

STATIONERY ITEMS	UNIT
Colour code labels/urgent stickers red boxes)	SET
Click ball pens- Red ( 60 in a box)	BOX
Click ball pens- blue ( 60 in a box)	BOX
Click Ball pens- Black (60 in a box)	BOX
Mechanical click pencil (12 in a box)	BOX
HB 0.5 led pencils (12 in a box)	BOX
HB pencils (12 in a box)	BOX
Highlighters ( per colour 10 in a box)	BOX
Highlighters Assorted( 6 in a pack)	PACK
Plastic Erasers( 30x20x10mm 10 in a box)	BOX
Correction fluid	EACH
Fine point correction pens (12 in a box)	BOX
Rulers 30m (12 in a pack)	PACK
Scissors (medium 12 in a box)	BOX
A4 transparent covers( 100 in a pack)	PACK
A4 clear pvc binding covers( 100 in a pack)	PACK
A3 Laminating pouch film( 100 in a box)	BOX
A4 Laminating pouch film( 100 in a box)	BOX
80 Mic laminating pouch filmfolders ( 100 in a box)	BOX
Paper binders sds 100x649 -76 ( 12 in a box)	BOX
Spiral binders 38mm ( 12 in a box)	BOX
Spiral binders 51mm ( 12 in a box)	BOX
Slip binders 10 mm ( 12 in a box)	BOX
Slip binders 6 mm ( 12 in a box)	BOX
Slip in document binders 15mm ( 12 in a box)	BOX
Slip in document binders 20mm ( 12 in a box)	BOX
Slip in document binders 30 mm ( 12 in a box)	BOX
White packaging tape (different variation)	EACH
Brown packaging tape (different variation)	EACH
Clear packaging tape (different variation)	EACH
Rubber Bands size 8 (100 in a pack)	PACK

<b>Rubber Bands size 32 (100 in a pack)</b>	<b>PACK</b>
<b>Rubber Bands size 69 (100 in a pack)</b>	<b>PACK</b>
<b>Rubber bands size 128 (100 in a pack)</b>	<b>PACK</b>
<b>Foldback clips 51 mm ( 12 in a box)</b>	<b>BOX</b>
<b>Foldback clips 41 mm ( 12 in a box)</b>	<b>BOX</b>
<b>Foldback Clips 32mm ( 12 in a box)</b>	<b>BOX</b>
<b>Foldback Clips 19mm ( 12 in a box)</b>	<b>BOX</b>
<b>paper clips 25 mm per box( 100 in a box)</b>	<b>BOX</b>
<b>paper clips 33 mm per box ( 100 in a box)</b>	<b>BOX</b>
<b>Colour drawing pins per box( 50 in a box)</b>	<b>BOX</b>
<b>Glue stick 43g</b>	<b>EACH</b>
<b>A4 Plastic Sleeves (100 in a pack)</b>	<b>PACK</b>
<b>AA long life Batteries (4 in a pack) Equivalent to Duracell</b>	<b>PACK</b>
<b>AAA long life Batteries (4 in a pack) Equivalent to Duracell</b>	<b>PACK</b>
<b>Cash box (30 x 20)</b>	<b>BOX</b>
<b>Removable self adhensive notes 50 mm</b>	<b>PACK</b>
<b>Removable self adhensive notes 126 mm</b>	<b>PACK</b>
<b>Removable self adhensive notes 76 mm</b>	<b>PACK</b>
<b>Removable self adhensive notes 38 mm</b>	<b>PACK</b>
<b>Flag tags with the word "Urgent"</b>	<b>PACK</b>
<b>Flag tags with the words "Sign here"</b>	<b>PACK</b>
<b>Flag tags 3m Assorted colours</b>	<b>PACK</b>
<b>Endorsing ink 30ml bottle (Black)</b>	<b>EACH</b>
<b>Finger cones (S, M &amp; L)</b>	<b>PACK</b>
<b>STATIONERY ITEMS</b>	<b>UNIT</b>
<b>Heavy Duty Stapler</b>	<b>EACH</b>
<b>Standard stapler</b>	<b>EACH</b>
<b>Heavy duty staples 23/10 (H/13) 10 mm (1000 staples in a box)</b>	<b>BOX</b>
<b>Staples No.26/6 (5000 staples in a box)</b>	<b>BOX</b>
<b>Staples No.56 box (5000 staples in a box)</b>	<b>BOX</b>



<b>Staples No.66/8 (5000 staples in a box)</b>	<b>BOX</b>
<b>Staple Remover</b>	<b>EACH</b>
<b>Light duty punch</b>	<b>EACH</b>
<b>Heavy duty punch</b>	<b>EACH</b>
<b>STATIONERY ITEMS</b>	<b>UNIT</b>
<b>A4 Yellow dividers 1-30 (10 in pack)</b>	<b>PACK</b>
<b>A4 Yellow dividers 1-10 (10 in pack)</b>	<b>PACK</b>
<b>PVC dividers 1-30 (packets of assorted colours)</b>	<b>PACK</b>
<b>PVC dividers 1-20 (packets of assorted colours)</b>	<b>PACK</b>
<b>PVC dividers 1-10 (packets of assorted colours)</b>	<b>PACK</b>
<b>PVC dividers Jan-Dec (packets of assorted colours)</b>	<b>PACK</b>
<b>PVC dividers plain (packets of assorted colours)</b>	<b>PACK</b>
<b>Board dividers 1-30 (packets of assorted colours)</b>	<b>PACK</b>
<b>Board dividers 1-20 (packets of assorted colours)</b>	<b>PACK</b>
<b>Board dividers 1-10 (packets of assorted colours)</b>	<b>PACK</b>
<b>Board dividers Jan-Dec (packets of assorted colours)</b>	<b>PACK</b>
<b>Board dividers plain (packets of assorted colours)</b>	<b>PACK</b>
<b>Document sorter (alphabetic)</b>	<b>EACH</b>
<b>Document sorter (numeric)</b>	<b>EACH</b>
<b>White A4 envelopes (250 in a box)</b>	<b>BOX</b>
<b>Full box of A5 white envelopes (250 in a box)</b>	<b>BOX</b>
<b>White A3 envelopes (250 in a box)</b>	<b>BOX</b>
<b>White DL standard envelopes windows (250 in a box)</b>	<b>BOX</b>
<b>A4 Plain white hard back covers-pack</b>	<b>BOX</b>
<b>A4 paper-various colours (green)</b>	<b>BOX</b>
<b>A4 paper white</b>	<b>BOX</b>
<b>A4 paper-various colours (pink)</b>	<b>BOX</b>
<b>A4 paper-various colours (blue)</b>	<b>BOX</b>
<b>A 3 Paper white</b>	<b>BOX</b>
<b>A4 paper-various colours (yellow)</b>	<b>BOX</b>
<b>White cube refills-Packs</b>	<b>EACH</b>
<b>3 tier trays set (Plastic)</b>	<b>BOX</b>
<b>Lever arch file holders- 5 Tier</b>	<b>EACH</b>
<b>White cube refills holders</b>	<b>EACH</b>

<b>A4 2 Quire/A4 manuscript book, quad &amp; margin</b>	<b>EACH</b>
<b>A4 indexed book</b>	<b>EACH</b>
<b>A5 Manuscript book</b>	<b>EACH</b>
<b>A5 Short hand note book</b>	<b>EACH</b>
<b>STATIONERY ITEMS</b>	<b>UNIT</b>
<b>Telephone message book</b>	<b>EACH</b>
<b>A4 Exam pads</b>	<b>EACH</b>
<b>Parcel Delivery Book</b>	<b>EACH</b>
<b>Pen Carbon Duplicate Book</b>	<b>EACH</b>
<b>Clamp binder file</b>	<b>EACH</b>
<b>A4 Lever Arch files PVC (All Colours)</b>	<b>EACH</b>
<b>A4 Lever Arch files Board</b>	<b>EACH</b>
<b>Yellow files custodian medium</b>	<b>EACH</b>
<b>A4 30 Pocket display files</b>	<b>EACH</b>
<b>Accessible files with steel mechanics</b>	<b>PACK</b>
<b>Suspension files (10 in a pack)</b>	<b>PACK</b>
<b>A4 folder files</b>	<b>PACK</b>
<b>Executive concertina file</b>	<b>EACH</b>
<b>Plastic enveloped shaped files (25 in a pack)</b>	<b>PACK</b>
<b>Clear self-adhesive protective film</b>	<b>EACH</b>
<b>Yellow light weight file</b>	<b>EACH</b>
<b>Numeric digital BL 600 Calculator</b>	<b>EACH</b>
<b>DVD R-printable CDS ( 10 in a Box)</b>	<b>BOX</b>
<b>CD-RW ( 10 in a Box)</b>	<b>BOX</b>
<b>CD-RW 24 speed ( 10 in a Box)</b>	<b>BOX</b>
<b>Memory stick 16 gig</b>	<b>EACH</b>
<b>Memory stick 8 gig</b>	<b>EACH</b>
<b>Memory stick 32 gig</b>	<b>EACH</b>
<b>Reorder Reference Tabs Numeric 29mm</b>	<b>PACK</b>
<b>Labelling Machine P Touch 80Tape Cassette 9mm 3/8</b>	<b>EACH</b>
<b>Labelling Machine P Touch 80</b>	<b>EACH</b>
<b>FlipChart paper (White)</b>	<b>PACK</b>

- Other items may be requested from time to time which do not appear on the list

- All items to be supplied must comply with SABS requirements (SABS approved as far as possible.
- Where items are not SABS approved, JPC reserves a right to review, accept or reject item of poor quality.

## EVALUATION CRITERIA

(JPC MBD 12)

Bids will be evaluated as follows:

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

1. Tax Clearance Certificate, valid on the closing date of the bid, or exemption to pay taxes as issued by the South African Revenue Services (SARS) or Valid Tax Compliant Verification PIN number issued by SARS;
2. Proof of registration of the Bidder as follows:
  - o Natural persons- certified copy of ID document/ passport
  - o Partnership- copy of Partnership Agreement plus IDs of all partners
  - o Company- current CM29
  - o Close Corporation- current copy of CK1 and/or CK2C
  - o Trust- letter of appointment from the Master of the High Court of SA and deed of trust ;
3. JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners;
4. 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;
5. In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement;
6. Original B-BBEE certificate or consolidated B-BBEE certificate for JV/ Consortiums
7. Signature of the following documents:
  - o Declaration of Interest in JPC MBD 4
  - o Bidder's Information in JPC MBD 7
  - o Declaration of the Bidder's Past Supply Chain Practices in MBD 8
  - o Certificate of Independent Bid Determination in MBD 9
8. Proof of Central Supplier Data Base registration (CSD) valid on tender closing date; and

## 1. EVALUATION CRITERIA FOR TECHNICALITY /FUNCTIONALITY/

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

	Evaluation Criteria	Weight	Returnable Documents
A	<b>1. Project Capability and Related Experience</b>  Experience: Previous experience in supplying and delivery of Stationery. <ul style="list-style-type: none"> <li>- Over 5 years experience in supply and delivery of stationery (<b>20</b> points)</li> <li>- Above 3 – 4 years experience in supply and delivery of stationery (<b>15</b> points)</li> <li>- Above 2 – 3 years experience in supply and delivery of stationery (<b>10</b> points)</li> <li>- 2 years experience in supply and delivery of stationery (<b>5</b> points)</li> </ul>	20	Letters of Appointment or Purchase Order and signed Delivery Note. (On a company letterhead and signed/stamped)
	<b>2. Contactable references</b> <ul style="list-style-type: none"> <li>- 5x Contactable references- 10 points</li> <li>- 4x Contactable references- 8 points</li> <li>- 3x Contactable references- 6 points</li> <li>- 2x Contactable references- 4 points</li> <li>- 1x Contactable reference- 2 points</li> </ul>	10	Letter of reference from previous client for the delivery and supply of Stationery (on Client's letterhead, signed/stamped)  As per MBD 13
B	<b>Infrastructure</b>  Proof of Company's capacity is required <ul style="list-style-type: none"> <li>a. Mode of transport to be used when delivering stationery (<b>10</b>)</li> </ul>	10	Proof of ownership by the director/s or entity or lease agreement or affidavit to access / arrangement to mode of transport to deliver the goods
C	<b>METHODOLOGY AND APPROACH</b> <ul style="list-style-type: none"> <li>a. <b>Supply and Delivery Plan on how goods will be delivered (10)</b></li> </ul> Details of a proposed methodology and approach in relation to the supply and delivery of stationery to ensure that stationery delivered is of the: <ul style="list-style-type: none"> <li>• correct quality and</li> <li>• quantity</li> </ul>	30	Provide a plan outlining how you are will be undertaking and commitment on the following:  1) <b>Demonstrate how delivery of stationery will be done and outline the resources/ labour to be utilised when</b>

	Evaluation Criteria	Weight	Returnable Documents
	<p><b>b. Timeframes &amp; key milestones for the execution of the project (10)</b></p> <ul style="list-style-type: none"> <li>Turnaround times for delivery</li> </ul> <p><b>c. Quality Assurance Plan (10 points)</b></p> <p>Details of the quality processes in place for the goods to be supplied and delivered including the goods handing procedures</p>		<p>delivering stationery.</p> <p>2) Demonstrate and commit how you will deliver with your turnaround times</p> <p>3) Processes followed for quality assurance of goods to be procured including the responsible Personnel</p> <p>4) Demonstrate and provide a commitment statement on safety handling of goods, delivery times, client satisfaction, handling of returns, and professionalism</p>
<b>D</b>	<p><b>DELIVERY TURN-AROUND TIME</b></p> <p>Bidder to submit a plan for stationary indicating the delivery turnaround time after receipt of the order:</p> <ul style="list-style-type: none"> <li>Ability to deliver goods within 24 hours from order <b>(10)</b></li> <li>Ability to deliver goods within 48 hours from order <b>(7)</b></li> <li>Ability to deliver goods within 72 hours from order <b>(4)</b></li> <li>Ability to deliver goods within provide past 72 hours from order <b>(0)</b></li> </ul>	<b>10</b>	<p>Detailed plan on delivery turn-around time , supported by a signed letter of confirmation from the bidder</p>

	Evaluation Criteria	Weight	Returnable Documents
<b>E</b>	<b>TRANSFORMATION AND EMPOWERMENT</b> (a) Local Labour (5) (b) Local Procurement (5)	<b>10</b>	<b>Empowerment plan on how the bidder is going to achieve the local labour and procurement.</b>
<b>F</b>	<b>Financial Capability</b> - R100 000 and above – <b>10</b> points - R80 000 and less than R100 000 – <b>8</b> points - R60 000 and less than R80 000 – <b>6</b> points - R40 000 and less than R60 000 – <b>4</b> points - Below R40 000 – <b>2</b> points	<b>10</b>	<ul style="list-style-type: none"> <li>• Bank Statement/ Confirmation of funding/</li> <li>• Credit agreement with an recognized Financial Institution/</li> <li>• Supplier reflecting available/ allowed credit.</li> </ul>
	<b>Total</b>	<b>100</b>	

Bidder must achieve a minimum threshold score of **70 points** on functionality to be evaluated further.

## 1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

1.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>Price</b>	<b>80</b>
<b>B-BBEE Status Level of Contribution</b>	<b>Number of Points 20</b>
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non - Contributor	0
Maximum	20
<b>Total</b>	<b>100</b>



## STATEMENT OF BIDDERS EXPERIENCE

(JPC MBD 13)

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

The Value of relevant work in stationery previously completed by the bidder is as follows:

	RELEVANT PROJECT/	VALUE OF WORK COMPLETED	PROJECT OWNER	CONTACT DETAILS OF REFERENCE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
	<b>TOTAL</b>			

## 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 clearly marked electronic copy of the original document on a USB 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, 3<sup>rd</sup> Floor  
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.

## **OPENING OF PROPOSALS**

- Proposals will be opened immediately after the closing time on the closing date at the offices of JPC at the mentioned address. The POP number, and the name of each Bidder(s) will be announced and recorded in a register.
- 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.

## **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:

3<sup>rd</sup> 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.
- 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)

## 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.

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.
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 Surrender of Service Provider's Estate***

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



## REGISTRATION DOCUMENTS

(JPC MBD 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*
- *NGO – copy of Provincial registration certificate*
- *Society Club/ Association – copy of Constitution / founding document*
- *Partnership -copy of partnership agreement plus IDs of all partners*
- *Closed Corporation - Copy of CK1 and/or CK2 and members agreement*
- *Company – current CM29,*
- *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*



## **BIDDER'S COMPANY PROFILE**

**(JPC MBD 17)**

## **POWER OF ATTORNEY OR COMPANY RESOLUTION**

**(JPC MBD 18)**

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

## **JOINT VENTURE / CONSORTIUM AGREEMENT**

**(JPC MBD 20)**