

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

RFP 24/2023FY/JPC

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

Important Notice

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: 20 June 2023

(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, 3rd Floor, Forum I, Braampark Office Park, 33 Hoofd street, Braamfontein

RFP 24/2023FY/JPC: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS 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

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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.

PART A
INVITATION TO BID

(MBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)							
BID NUMBER:		CLOSING DATE:		CLOSING TIME:			
DESCRIPTION							
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS							
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:			
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]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R		
SIGNATURE OF BIDDER		DATE				
CAPACITY UNDER WHICH THIS BID IS SIGNED							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT			CONTACT PERSON				
CONTACT PERSON			TELEPHONE NUMBER				
TELEPHONE NUMBER			FACSIMILE NUMBER				
FACSIMILE NUMBER			E-MAIL ADDRESS				
E-MAIL ADDRESS							

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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: RFP 24/2023/FY/JPC

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 THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS

Bid Number	RFP 24/2023/FY/JPC
Bid Description	<i>REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS</i>
Briefing Session Date	None
Document Availability Date	RFP 24/2023/FY/JPC
Document Cost	Tender document can be downloaded from E-tenders and JPC website at no cost, via www.etenders.gov.za or www.jhbproperty.co.za
Closing Date and Time	20 June 2023 at 10h30 (Telkom time)
Disqualifying Criteria	Not pricing all items
Compliance Requirements before an award is made to the successful Bidders	<ul style="list-style-type: none"> Valid Tax Compliant Verification PIN number issued by SARS, valid on the closing date of the bid, or exemption to pay taxes as issued by the South African Revenue Services (SARS) Proof of registration of the Bidder as follows: <ul style="list-style-type: none"> Natural persons- certified copy of ID document/ passport Partnership- copy of Partnership Agreement plus IDs of all partners Company- current CM29 Close Corporation- current copy of CK1 and/or CK2C JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners 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 / Letter from the ward councillor/ 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

	<p>have been made to settle arrears / Letter from the ward councillor / Affidavit stating why an up to date municipal account cannot be submitted / Valid lease agreement</p> <ul style="list-style-type: none"> ➤ Trust- letter of appointment from the Master of the High Court of SA and deed of trust; ➤ 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 / Letter from the ward councillor / Affidavit stating why an up to date municipal account cannot be submitted / Valid lease agreement ➤ Original B-BBEE certificate or consolidated B-BBEE or sworn affidavit certificate for JV/ Consortiums <ul style="list-style-type: none"> • Signature of the following documents: <ol style="list-style-type: none"> 1. Declaration of Interest in JPC MBD 4 2. Bidder's Information in JPC MBD 7.1 3. Declaration of the Bidder's Past Supply Chain Practices in MBD 8 4. Certificate of Independent Bid Determination in MBD 9 • Proof of Central Supplier Data Base registration (CSD) valid on tender closing date. <p><i>If the entity or any of its Directors are listed on the National Treasury register of defaulters, the bid will be rejected.</i></p>
Evaluation Criteria	Functionality, Price and Specific Goals
Address	City of Joburg Property Company SOC Ltd, 3 rd Floor, Forum I, 33 Hoofd Street, Braam Park Office Park, Braamfontein
Enquiries	tenders@jhbproperty.co.za

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
3rd Floor, Forum I Building, Braam Park
Office Park, 33 Hoofd Street,
Braamfontein Johannesburg
www.jhbproperty.co.za

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

BID DESCRIPTION RFP NUMBER: RFP 25/2023FY/JPC: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS 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.

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 14) 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 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.

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 Appointment will be made in accordance with JPC's standard conditions of contract

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

POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER	CODE NUMBER
CELLPHONE NUMBER	CODE NUMBER
FACSIMILE NUMBER	CODE NUMBER
E-MAIL ADDRESS
SIGNATURE OF BIDDER
DATE

DECLARATION OF INTEREST

(MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. 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 ²)		
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 :		

No.	Information	Please provide detail	
3.7.1	Name of director		
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

No.	Information	Please provide detail	
3.11.1	Name of director		
3.11.2	Service of state organization		
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		

No.	Information	Please provide detail
Note:	<p>SCM Regulations:</p> <p>“¹In the service of the state” means to be –</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity; (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature. <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>	

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

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 80/20 preference point system.
- b) Either the 80/20 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	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 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.

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 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80/20 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest 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—
- (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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Black owned entities	10	
Enterprise location in a specific municipal area for work to be done or service to be rendered in that municipal area	10	

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]

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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
<p>SURNAME AND NAME:</p>	<p>.....</p>
<p>DATE:</p>	<p>.....</p>
<p>ADDRESS:</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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.

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

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.

3. 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. 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:

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: _____

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 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.		
NAME OF REPRESENTATIVE		AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE		CAPACITY

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	<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>The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page</p>	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

(MBD 9)

1. This municipal bidding document (MBD) must form part of all bids¹ invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating 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.

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

- (b) 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.

³ 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 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.

The term is three (3) years, JPC will appoint ONE (01) bidder 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

PLEASE NOTE THAT THE LIST BELOW IS NOT LIMITED TO THE ITEMS BELOW:

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
1.	Glue adhesive liquid (EACH)			
2.	Glue Stick 60gr (Box)			
3.	Heavy Duty Puncher (Each)			
4.	Heavy Duty Giant Staplers (Each)			
5.	Heavy Duty Staplers (Each)			
6.	Hot melt perfect binding glue 2lb (1kg)			
7.	Lever arch Board File Half Arch A4 58mm Spine (Box)			
8.	Manilla Folder 9266 blue 100's (pkt)			
9.	Marker Whiteboard Bullet Point Carded (Set 10)			
10.	Marker Whiteboard Bullet Point assorted (Set 24)			
11.	Marker Whiteboard Maxiflow Set of 6 (Red)			
12.	Marker Whiteboard Maxiflow Set of 6 (white)			
13.	Pencil HB traditional pencil (box)			
14.	Pencil with rubber 4mm (Box)			
15.	Property files white yellow			
16.	Polypropylene 2 Ring binder A4 25mm Blue (Box)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
17.	Scissor S/Steel Orange Handle medium (Each)			
18.	Scissor S/Steel Orange proline (Each)			
19.	Whiteboard Non Magnetic Aluminium Frame			
20.	A3 Paper white 80gsm (box)			
21.	A4 Pocket File 50 Pocket (Each)			
22.	A4 Primeline Pocket File 20 Pocket (Each)			
23.	A4 128 page feint ruled counter book			
24.	A 2 quire feint margin			
25.	A4 2 Quire/A4 manuscript book, quad & margin			
26.	A4 30 Pocket display files			
27.	A4 72 page 17mm exercise book			
28.	A4 72 page feint ruled exercise book			
29.	A4 clear PVC binding covers (100 in a pack)			
30.	A4 Clear Self Adhesive Plastic Book Covers (Pack 6)			
31.	A4 Exam pads			
32.	A4 folder files			
33.	A4 heavy duty Slip on clear plastic book covers pkt - 5			
34.	A4 indexed book			
35.	A4 Lever Arch files PVC (All Colours)			
36.	A4 Lever Arch files black			
37.	A4 paper white 80g/m2 5x500 (box)			
38.	A4 paper-various colours (blue)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
39.	A4 clip board			
40.	A4 paper-various colours (green)			
41.	A4 paper-various colours (pink)			
42.	A4 paper-various colours (yellow)			
43.	A4 Plain white hard back covers-pack			
44.	A4 Plastic Sleeves (100 in a pack)			
45.	A4 W Pocket File 30 Pocket (Each)			
46.	A4 Yellow dividers 1-10 (10 in pack)			
47.	A4 Yellow dividers 1-30 (10 in pack)			
48.	A5 Manuscript book			
49.	A5 Short hand note book			
50.	AA long life Batteries (4 in a pack) Equivalent to Duracell			
51.	AAA long life Batteries (4 in a pack) Equivalent to Duracell			
52.	Accessible files with steel mechanics			
53.	Alkaline Plus Power Battery (Each)			
54.	Archive Box A4 (Brown) Pack 5			
55.	Battery Alkaline AA Penlight 2			
56.	Battery Alkaline AAA LR Smaller than Penlight M			
57.	Black bindders a3 plastics			
58.	Board dividers 1-10 (packets of assorted colours)			
59.	Board dividers 1-20 (packets of assorted colours)			
60.	Board dividers 1-30 (packets of assorted colours)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
61.	Bostic 100g prestik			
62.	Board dividers Jan-Dec (packets of assorted colours)			
63.	Board dividers plain (packets of assorted colours)			
64.	Book cover Foil Self Adhesive Clear Plastic 450mmx3m 60 Micron (Each)			
65.	Labelling Tape 12mm x 8m Blk /Yellow TZ631 Roll			
66.	Brown packaging tape			
67.	Carbonised Book Duplicate Plain 100 Page A5			
68.	Cartridge Cyan PGI-1400XLC MB2040 MB2340/900 Pages			
69.	Cash box steel (30 x 20)			
70.	Clear packaging tape			
71.	Click Ball pen (Each) (Black Medium)			
72.	Click ball pen (Each) (Blue Medium)			
73.	Click ball pen (Each) Red(Medium)			
74.	Concertina File 13 Pocket PVC			
75.	Cool Pastel Highlighter different colours set of (6)			
76.	Paper A3 80gsm Bond White (Pack 500)			
77.	Correction Tape 8m WP21			
78.	Counter Book 1 Quire Feint and Margin Hard Cover 96 Page A4			
79.	Counter Book 2 Quire Quad Ruled Hard Cover 192p A4 (Each)			
80.	Counter Book 3 Quire Feint and Margin Hard Cover 288 Page A4			
81.	Desktop Calculator 12 Digit-Answer Check (Each)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
82.	Diary Padded Pastel Colours -A-Day A4			
83.	Diary Padded Standard Colours Page-A-Day A5			
84.	Deli magnetic board			
85.	Document sorter (alphabetic)			
86.	Document sorter (numeric)			
87.	Double Barrel Sharpener WP61 (Each)			
88.	Endorsing ink 30ml bottle (Black) and Red			
89.	Envelope Brown C3 3 (Box 250)			
90.	Envelope Seal Easy C4 White (250)			
91.	Envelope Seal Easy Plain C5 (Box 250)			
92.	Envelope Seal Easy Plain C6 (Box 250)			
93.	Envelope Self Seal C6 Manilla (Box 500)			
94.	Envelope Self Seal DLB Manilla (Box 500)			
95.	Executive concertina file			
96.	File dividers A-Z			
97.	File Expanding Portable with handle 5568			
98.	File holders con Plastic various colours (recorder colour plastic			
99.	Files alphabets Months			
100.	Files dividers numerical 1 to 30			
101.	Files H/Weight With Flap A Pack 25			
102.	Files 5 Tab			
103.	File Lever Arch Board No Index Fullscap W70			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
104.	FILE 10 Tab			
105.	Finger cones (L)			
106.	Finger cones (M)			
107.	Finger cones (S)			
108.	Flag tags 3m Assorted colours			
109.	Flag tags with the word "Urgent"			
110.	Flag tags with the words "Sign here"			
111.	Flip File Display File Book A4 30 Pocket (Pkt)			
112.	Flip File Display File Book A4 50 Pocket (Each)			
113.	Flip File Display File Book A4 20 Pocket (Each)			
114.	Flip File File Book A4 10 Pocket BA11041 (Each)			
115.	Flipchart Pad Bond Paper Punched 30 Sheets (Each)			
116.	Flip Chart paper Magnet (White)			
117.	Flip chart enamel white board			
118.	Fold back Clips 19mm (12 in a box)			
119.	Fold back Clips 32mm (12 in a box)			
110.	Fold back clips 41 mm (12 in a box)			
111.	Fold back clips 51 mm (12 in a box)			
112.	Full box of A5 white envelopes (250 in a box)			
113.	Giant Clips Silver			
114.	Glue Stick 40gr (Pack 4) Stickers			
115.	Happy Faces 1000 Stickers Per Roll			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
116.	Heavy duty punch			
117.	Heavy Duty Stapler			
118.	Heavy duty staples 23/10 (1000 staples in a box)			
119.	Highlighter Assorted Neon Colours 7004 (Set 4)			
120.	Index Board Rainbow Bright's			
121.	Index Book Feint Ruled Hard Cover 144 Page			
122.	Jumbo Highlighter (Each) (Yellow)			
123.	Labelling Machine P Touch 80			
124.	Laminating Pouch A3 150mic (100 Pack)			
125.	Laminating Pouch A4 150mic (100 Pack)			
126.	Laminating Plastic A3 (100 pack)			
127.	Lever Arch Board File Black Eyelets A4 10 pkt)			
128.	Lever Arch Board File Black Index-N (Each)			
129.	Lever arch file holders- 5 Tier			
130.	Lever Arch File PVC A4			
131.	Lever Arch File PVC A4 (Each) (Pink)			
132.	Lever Arch File PVC A4 with (Each) (Red)			
133.	Light duty punch			
134.	Liquid Highlighter Set 5 various colours			
135.	Manuscript Book Feint and Margin 96 Page A5)			
136.	Marker Permanent Black			
137.	Marker Permanent Fine Bullet (Black)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
138.	Marker Permanent Med Bullet			
139.	Marker Permanent Med Chisel (Black)			
140.	Metal Sharpener 1Hole (Each)			
141.	Mouse pad			
142.	Non Magnetic Flipchart Stand (Each)			
143.	Note Book Student Feint			
144.	Numeric digital BL 600 Calculator			
145.	Optimum Auto+ Shredder (Each)			
146.	Optimum Auto+ Shredder P4 (Each)			
147.	Paper A4 80gsm Bond White (Pack 500)			
148.	Paper binders sds (12 in a box)			
149.	paper clips 25 mm per box (100 in a box)			
150.	Paper Cube Refill White			
151.	Paper Ruled A4 Feint & Margin Single Sheet Unquenched PAP72 (Pack			
152.	Parcel Delivery Book			
153.	Permanent Marker Bullet Point (Black)			
154.	Plastic Clipboard A4 1405 ABS (Each)			
161.	Plastic Combo Binding Elements (Black)			
162.	POST-IT Flags Bright Arrows Pack 4			
163.	Plastic sleeves file (20pkt)			
164.	Prima Divider A4 10tab Multi Punch Bright			
165.	Primeline Index A4 Poly Prop 1-10 Numbered (Each)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
166.	Primeline Index A4 Poly Prop 1-31 Numbered (Each)			
1667.	Primeline Rubber Bands 100g (No 19)			
168.	Printing Labels Laser Printer Box 100			
169	Pritt Stick Jumbo 43gr Value 3 Pack (Each)			
170.	Pritt Stick Large 22gr Value 3 Pack (Each)			
171.	Punch Heavy Duty 2 Hole (50 Sheet Capacity) (Each)			
172.	Punch Heavy Duty DP800			
173.	Punch Medium Approximate 14Sheet Capacity W63B (Each)			
174.	PVC dividers 1-10 (packets of assorted colours)			
175.	PVC dividers 1-20 (packets of assorted colours)			
176.	PVC dividers 1-30 (packets of assorted colours)			
177.	PVC dividers Jan-Dec (packets of assorted colours)			
178.	PVC dividers plain (packets of assorted colours)			
179.	Removable self-adhesive notes 126 mm			
180.	Removable self-adhesive notes 38 mm			
181.	Removable self-adhesive notes 50 mm			
182.	Removable self-adhesive notes 76 mm			
183.	Reorder Reference Tabs Numeric 29mm			
184	Rubber bands size 128 (100 in a pack)			
185	Rubber Bands size 32 (100 in a pack)			
186.	Rubber Bands size 69 (100 in a pack)			
187.	Rubber Bands 500g (No 32)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
188.	Rulers 30m (12 in a pack)			
189.	Scissor S/Steel R/Grip (Each)			
190.	Scissors (medium Each)			
191.	Scissors Stainless Steel Blade with Orange Handle (Each)			
192.	Sellotear Tape Perforated 18mmx25m			
193.	Shatterproof Ruler 30cm Superior Quality (Each)			
194.	Short hand book 72 pages			
195.	Shorthand Book with Centre Line 144 Page A5 (Each)			
196.	Sign-here stickers			
197.	Slip binders 6 mm (12 in a box)			
198.	Slip binders 10 mm (12 in a box)			
199.	Slip in document binders 20mm (12 in a box)			
200.	Slip in document binders 30 mm (12 in a box)			
201.	Slip in document binders 15mm (12 in a box)			
202.	Spiral binders 38mm (12 in a box)			
203.	Spiral binders 51mm (12 in a box)			
204.	Staple Remover			
205.	Staples No.66/8 (5000 staples in a box)			
206.	Staples 26/6mm No56 Box 5000			
207.	Staples 26/6mm No56 Box 5000			
208.	Staples 26/6mm No56 Box 5000			
209.	Staples No.26/6 (5000 staples in a box)			

STATIONERY		PRICE		
		Year 1	Year 2	Year 3
210.	Staples No.56 box (5000 staples in a box)			
211.	Suspension files (10 in a pack)			
212.	Supper grip retractable pens blacks (12pkt)			
213.	Shredding Machine 4x30mm auto feed			
214.	Shredding Machine p4 heavy duty			
215.	Shredding Machine x312 cross cut			
216.	Telephone message book			
217.	Tradition Double Hole Sharpener (Each)			
218.	Tidy file Expandable clip (25pkt) 326gm			
219.	USB Memory stick 16 GB			
220.	USB Memory stick 32 GB			
221.	USB Memory stick 8 GB			
222.	White A3 envelopes (250 in a box)			
223.	White A4 envelopes (250 in a box)			
224.	White cube refills holders			
225.	White cube refills-Packs			
226.	White DL standard envelopes windows (250 in a box)			
227.	White Envelopes C3			
228.	White Envelopes C4			
229.	White Envelopes C5			
230.	White Envelopes C6			
231.	White Marker Board X100W			

- 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:

DISQUALIFICATION CRITERIA

- Failure to price all items

COMPLIANCE CRITERIA BEFORE AN AWARD IS MADE TO THE SUCCESSFUL BIDDER

Valid Tax Compliant Verification PIN number issued by SARS, valid on the closing date of the bid, or exemption to pay taxes as issued by the 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
 - Close Corporation- current copy of CK1 and/or CK2C
 - 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;
 - 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 and a JV / Consortium agreement;
 - Original B-BBEE certificate or consolidated B-BBEE or sworn affidavit certificate for JV/ Consortiums
 - Signature of the following documents:
 - Declaration of Interest in JPC MBD 4
 - Bidder's Information in JPC MBD 7.1
 - Declaration of the Bidder's Past Supply Chain Practices in MBD 8
 - Certificate of Independent Bid Determination in MBD 9
- Proof of Central Supplier Data Base registration (CSD) valid on tender closing date.
- **NB. If the entity or any of its Directors are listed on the National Treasury register of defaulters, the bid will be rejected**

1. STAGE ONE 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	<ul style="list-style-type: none"> Mode of transport to be used when delivering stationery (20) 1 Ton Truck = 20 Bakkie = 10 Any other = 0 	20	<p>Proof of ownership or lease agreement in company name/Director/ Owner or arrangement to mode of transport to deliver the goods. (1Ton Truck).</p> <p>NB: FAILURE TO SUBMIT PROOF OF OWNERSHIP/ LEASE AGREEMENT OF TRANSPORT WILL RESULT TO THE BIDDER BEING SCORED ZERO (0).</p>
B	<p>DELIVERY TURN-AROUND TIME</p> <p>Bidder to submit a plan for stationery indicating the delivery turnaround time after receipt of the order:</p> <ul style="list-style-type: none"> Ability to deliver goods within 48 hours from order = 20 Above 48 Hours = 0 	20	<p>A signed plan indicating delivery. (Turnaround time, Personnel and tools to be utilized such as goods Trolley)</p> <p>NB: FAILURE TO SUBMIT A PLAN WILL RESULT TO THE BIDDER BEING SCORED ZERO (0).</p> <p>Commitment letter on the company's letterhead.</p> <p>NB: FAILURE TO PROVIDE A SIGNED PLAN WILL RESULT IN THE BIDDER SCORING ZERO (0)</p>
C	<p>Financial Capability = 20</p> <p>Audited Stock report (Up to R10 mil worth of stock)</p> <ul style="list-style-type: none"> R9 million =20 R8 million = 18 R6 million = 16 R5 million = 14 Below R5 million = 0 <p>Credit terms of up to 60 days (40)</p> <ul style="list-style-type: none"> 60 days = 40 40 days = 30 30 days = 20 Below = 0 	60	<ul style="list-style-type: none"> Bidder to provide signed guarantee letter from the Bidder's suppliers letterhead confirming that the required stationery are available Signed Confirmation Letter from the company on the company letterhead approving the credit term to JPC. <p>NB: FAILURE TO SUBMIT THE REQUESTED DOCUMENTAION WILL RESULT IN THE BIDDER SCORING ZERO (0)</p>
	Total	100	

2. STAGE 2

POINTS AWARDED FOR PREFERENTIAL POINTS

In terms of Preferential goals in an effort to comply with Preferential Procurement Policy Framework Act and the City's Integrated Development Plan in accordance with the table below:

Specific goals	Means if verification	Points
Business owned by 51% or more – Black owned entities	CSD and ID copy of Director/s	10
Enterprise location in a specific municipal area for work to be done or service to be rendered in that municipal area	CSD and proof of municipal account /lease agreement/ proof of residence from the local councilor.	10
TOTAL POINTS		20

(JPC MBD 13)

PRICING SCHEDULE

NAME OF BIDDER:
 BID NO.:

ITEM NO	DESCRIPTION	PRICE		
		Year 1	Year 2	Year 3
1.	Supply and delivery of stationery			
Sub-Total.				
Vat.				
Total.				

TOTAL FOR 3 YEARS

Total.	
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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 two (2) copies 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 RFP 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, 3rd 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 RFP 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:

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.
- 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 **(JPC MBD 15)**

- 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

JPC STANDARD CONDITIONS OF APPOINTMENT

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 17)

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 18)

POWER OF ATTORNEY OR COMPANY RESOLUTION

(JPC MBD 19)

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.

1. 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

2. 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 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.

3. 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.

4. 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.



RFP 24/2023/FY/JPC: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS

**PROOF OF UP TO DATE MUNICIPAL ACCOUNT / AFFIDAVIT / PROOF OF ARRANGEMENTS
TO SETTLE ARREARS (JPC MBD 20)**



RFP 24/2023/FY/JPC: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF STATIONERY TO BE UTILISED ON AN AS WHEN REQUIRED BASIS FOR JPC FOR A PERIOD OF 3 YEARS

JOINT VENTURE / CONSORTIUM AGREEMENT

(JPC MBD 21)