

## OPEN REQUEST FOR QUOTATION PROCESS

NAME OF SERVICE PROVIDER / SUPPLIER:

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### REQUEST FOR QUOTATIONS FOR GOODS AND SERVICES AT JPC

**N.B. THIS REQUEST FOR QUOTATIONS (RFQ) IS ONLY ISSUED TO SERVICE PROVIDERS APPROVED FOR INCLUSION IN PANEL 01/2023/FY/JPC TO RENDER INTERNAL AUDIT SERVICES AT JPC.**

JPC requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete submissions will invalidate the quotation submitted.

DATE OF ADVERT	12 MARCH 2024
CLOSING DATE	19 MARCH 2024
CLOSING TIME	10H30 TELKOM TIME
RFQ NUMBER	RFQ 182/2024FY/JPC
DESCRIPTION OF GOODS/SERVICES	REQUEST FOR THE APPOINTMENT OF AN INTERNAL AUDIT SERVICE PROVIDER TO AUDIT THE JPC SCM, COMPLIANCE AND CONTRACT MANAGEMENT FUNCTION
DISQUALIFICATION CRITERIA	BIDDERS MUST BE ON JPC PANEL (POP 01/2023)
COMPLIANCE REQUIREMENTS	<ul style="list-style-type: none"> <li>• Close Corporation- current copy of CK1 and/or CK2C</li> <li>• Certified copy or Original of entity's B-BBEE Certificate or original sworn affidavit</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 / arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.</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 / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.</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 / Valid</li> </ul>

	<p>lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Central Supplier Data Base registration (CSD) valid on RFQ closing date.</li> <li>• The following documents must be completed and duly signed. <ul style="list-style-type: none"> <li>➤ <b>Declaration of interest in MBD 4</b></li> <li>➤ <b>Declaration of the Bidder's Past Supply Chain Practices in MBD 8,</b></li> <li>➤ <b>Certificate of Independent Bid Determination in MBD 9</b></li> </ul> </li> </ul> <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>
<b>COMPULSORY BRIEFING SESSION</b>	N/A
<b>RFQ SPECIFICATION FORMS/ DOCUMENTS ARE OBTAINABLE FROM:</b>	<a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a>
<b><u>SUBMISSION OF QUOTES:</u></b>	<p>Forum I Block A, Braampark 33 Hoofd Street Braamfontein 2017</p> <p><b><i>Submissions must be deposited into the RFQ Box at the Reception. No emailed submissions will be accepted.</i></b></p> <p><b><i>NB: The JPC will not be liable/responsible for any quotation(s) submitted in the incorrect box.</i></b></p>
<b>ENQUIRIES:</b>	<p>Mr. Sifiso Mabizela</p> <p>010 219 9340</p> <p><a href="mailto:smabizela@jhbproperty.co.za">smabizela@jhbproperty.co.za</a></p>

**QUOTATIONS ABOVE R30 000 WILL BE EVALUATED ON THE BASIS OF THE 80:20 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT NUMBER 5 OF 2000) & JPC'S SUPPLY CHAIN MANAGEMENT POLICIES AND PROCEDURES.**

## **SCOPE OF THE PROCUREMENT:**

### **1. SCM**

- Determine compliance with the key legislative and regulatory requirements.
- Determine the adequacy and effectiveness of the processes surrounding the usage of regulations 32 and 36
- Determine if the detective, preventative, and monitoring controls surrounding irregular, fruitless and wasteful expenditure are adequate and effective.
- Verify that adequate segregation of duties and delegation of authority is in place.
- Deviations are duly approved and substantiated by adequate supporting documentation.
- The process surrounding the payments is adequate and effective to ensure payments are done within 30 days. Payments are made to valid suppliers.
- Review the alignment of the JPC's SCM policy and procedures to the MFMA, SCM Regulations, and Treasury circulars. Evidence of regular training for SCM staff, to keep up to date with changes in legislation relating to procurement
- Qualification and experience of SCM team
- Utilisation of transversal contracts
- Review the procurement processes for the period under review

### **2. COMPLIANCE**

- Review policies and procedures in place and confirm consistency with laws and regulations.
- Review the quarterly compliance report submitted to the board for accuracy
- Evaluate the effectiveness of management responses regarding key legislations that are not 100% compliant
- Confirm the existence and effectiveness of the compliance checklist
- Confirm the existence of an annual employee awareness campaign for the relevant laws, regulations, and policies
- Review the process around the biannual review of policies for legal and regulatory completeness.
- Review processes around workshopping policies and procedures to employees.

- Evaluate the Compliance Management Framework and policy and ensure alignment to the City Wide Compliance Management Framework.
- Confirm the existence of a letter of support received from the City that protects directors as JPC is insolvent but still trading.

### 3. CONTRACT MANAGEMENT

To determine whether:

- Contracts/ project is effectively managed to ensure that goods/services are delivered/ rendered by the contract
- Any subsequent extensions or modifications made to quotations were approved and are according to the policies of the auditee.
- The performance of the supplier is being monitored and appropriate steps are taken to address non-performance.
- Inspect the contract register and confirm the evidence of monthly review
- Confirm that contracts that need to be renewed are renewed timeously to avoid month-on-month contracts that can lead to irregular expenditure.
- Ensure the procurement plan is in place to ensure that projects are delivered timeously and delays managed
- Review the controls around project management, including the appointment of service providers, progress report, payment certificates, and site visits
- For selected contracts confirm the monitoring of contractual terms (e.g. SMMEs support via procurement, financial statements, jobs creation, etc.
- Review the effective use of the contract management system and its controls
- Confirm the establishment of the Contract management Office

**NB: All price alterations must be signed for by the Bidder confirming that such changes were made by the Bidder. PLEASE NOTE THAT PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED**

**I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS**

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

**NAME**\_\_\_\_\_

## CONDITIONS

1. All goods or services purchased will be subject to JPC SCM Policy and Procedures. A copy of said conditions is available from the SCMU office.
2. All purchases will be made through an official purchase order form. Therefore no goods must be delivered or services rendered before an official purchase order has been forwarded to and accepted by the successful bidder.
3. To participate in JPC's Quotation process for the procurement of goods and/or services, vendors are advised to get accredited and registered on Central Supplier Database. The JPC is dealing only with the registered and accredited suppliers on Central Supplier Database.
4. All prices quoted must be exclusive of Value Added Tax (VAT). Suppliers / Service Providers who are not registered for VAT will be treated as Non VAT Vendors.
5. Prices quoted must include delivery charges and goods must be delivered to the address indicated on the quotation page.
6. All prices submitted must be firm. "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
7. Quantities are given in good faith and without commitment to JPC. The JPC reserves the right to increase or reduce the quantity to be in line with the set threshold for quotations as prescribed in the SCM Policy.
8. Quotation documents must be completed in black ink.
9. The lowest price or any quotation will not necessarily be accepted and the JPC reserves the right to accept the whole or any portion of a quotation. The JPC may accept or reject any quotation offer and may cancel the quotation process or reject all quotation offers at any time before the appointment. The JPC shall not accept or incur any liability to the bidder for such cancellation or rejection.
10. In the event that the JPC has made an offer to a service provider / supplier and the service provider / supplier declines the offer for whatever reason, the JPC reserves the right to appoint the second acceptable offer and/or re-advertise the requirements.
11. The supplier/service provider accepts full responsibility for the proper execution and fulfilment of the goods/services quoted for.
12. The JPC reserves the right to benchmark prices quoted to establish fair market price.

13. Quotations are to remain open for acceptance for a period of sixty (60) days effective from the date on which they are closed and shall be accepted at any time within the said period of sixty (60) days.
14. **In the event of a mistake having been made on the price schedule, it shall be crossed out in ink and be accompanied by an initial at each price alteration. Corrections in terms of price may not be made by means of a correction fluid such as Tipp- Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the quotation as a whole will not be considered. The JPC will reject the quotation if corrections are not made in accordance with the above.**
15. If items are not quoted for, a line must be drawn through the space in pen.
16. FORWARD EXCHANGE RATE COVER In the event of price/prices being based on the exchange rate, the successful tenderer/s will be required to obtain exchange rate cover in order to protect the ENTITY against exchange rate variations. Proof must be provided that forward Exchange Rate cover has been taken out within 14 days after an order has been placed. If proof that cover was taken out within 14 days after the order has been placed, is not submitted to The Joburg Property Company, with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.
17. A valid Tax Clearance Certificate or the SARS Pin of the Company should be submitted with this quotation document. In cases where the tenderer has not submitted a Tax Clearance Certificate/SARS Pin, the JPC reserves the right to at any time after the closure of the tender, but before the award of the tender, request from the tenderer to provide the valid Tax Clearance Certificate or a SARS Pin within 48 hours from date of notification. Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who/which has failed to submit a Valid Tax Clearance Certificate issued by the South African Revenue Service (SARS), certifying that the taxes of that person/entity are in order, or that suitable arrangements have been made with SARS/SARS pin to enable the City of Johannesburg to verify that the Company is tax compliant. Each party to a consortium/joint venture should submit a separate tax clearance certificate or SARS Pins.
18. **Any quotation will be rejected if the bidder or its director/s are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the request for quotation closure date.**
19. **EXECUTION OF ORDERS**  
  
Bidders are reminded that orders placed against accepted quotations are to be executed in strict accordance with the accepted specification and within the quoted delivery period.

20. **OCCUPATIONAL HEALTH AND SAFETY**

The successful bidder will be required to comply with the requirements of the Occupational Health and Safety Act and its regulations.

21. ***JPC DOES NOT TAKE RESPONSIBILITY FOR ANY QUOTATIONS DEPOSITED IN THE WRONG BOX.***

**I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS**

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

**NAME**\_\_\_\_\_

## **ADDITIONAL REQUIREMENTS**

### **DECLARATION**

I certify that the information supplied is correct and I have read and understood the JPC General Conditions and Policies and Procedures and accept same.

I further certify that all the required information has been furnished and the relevant forms completed and are herewith submitted as part of the quotation.

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

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

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

**SUPPLY CHAIN MANAGEMENT**  
**P.O. BOX 31565**  
**BRAAMFONTEIN**  
**2017**

**VAT. NO: 4010194266**

**BIDDER NAME:**

**ADDRESS:**

**TEL:**

**FAX:**

**CSD NUMBER:**

**REQUEST FOR QUOTATION**

**RFQ NUMBER**

**RFQ DATE**

**RFQ 182/2024FY/JPC**

**12 March 2024**

**CONTACT PERSON**

**NAME:** Sifiso Mabizela

**TEL No:** 010 219 9340

**Submission Deadline:**

**19 MARCH 2024**

**Submission Time:**

**10H30 TELKOM TIME**

**VALIDITY OF RFQ:**  
**60 DAYS**

**OFFICE USE ONLY:**

**PRICE/S TO BE VAT EXCLUSIVE**

**Please deposit all quotation in the RFQ box as stipulated in the cover page**

Bids equal to or above R30 000 and up to R50 million will be evaluated on the basis of the 80/20 preference point system as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000), as amended.

**EVALUATION CRITERIA**

The bids will be evaluated on price and preferential goals specified on this RFQ

**80/20 PREFERENCE POINT SYSTEMS**

The following formula will be used to calculate the points out of 80 for price:

$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>P<sub>s</sub> = Points scored for price of bid under consideration.  P<sub>t</sub> = Price of bid under consideration  P<sub>min</sub> = Price of lowest acceptable bid</p> <p><b><u>POINTS AWARDED FOR PRICE AND PREFERENTIAL GOALS</u></b></p> <p>Points will be allocated as follows:</p>	
<b>PRICE</b>	<b>80</b>
<b>PREFERENTIAL GOALS</b>	<b>20</b>
<p><b><u>Business owned by 51% or more – Black People</u></b></p> <ul style="list-style-type: none"> <li>➤ 51% Black Ownership = 5 points</li> <li>➤ Less than 51% Black Ownership = 0 points</li> </ul> <p>Provide a CSD, Valid BBBEE Certificate/Affidavit Sworn under Oath, ID copy of owner/s of the business and shareholder's certificate</p> <p><b><u>SMMEs (An EME or QSE)</u></b></p> <ul style="list-style-type: none"> <li>➤ An EME or QSE = 5 Points</li> <li>➤ Not an EME or QSE = 0 Points</li> </ul> <p>Provide a CSD report and proof of municipal account.</p>	<b>5</b>
<p><b><u>Enterprises located within the City of Johannesburg Metropolitan Municipality</u></b></p> <ul style="list-style-type: none"> <li>➤ Within COJ = 10 points</li> <li>➤ Outside COJ = 0 point</li> </ul> <p>(CSD and proof of municipal account.)</p>	<b>10</b>

The following documents will be required for the purposes of allocating preferential points:

1. Central supplier data base (CSD) registration report
  2. Certified ID copy of Director/s
  3. Proof of municipal accounts or letter from the Ward Council confirming the business address.
- **NB: Non-submission of aforementioned documents, will result in a bidder allocated zero points for preferential goals.**

## PRICE SCHEDULE

### PLEASE NOTE:

REQUEST FOR QUOTATION (RFQ) NUMBER: RFQ 182/2024FY/JPC

- **NO PRICE INCREASES WILL BE ACCEPTED AFTER SUBMISSION OF THE QUOTATION.**
- **ANY AND ALL ALTERATIONS MUST BE SIGNED FOR BY THE BIDDER CONFIRMING THAT SUCH ALTERATION WAS MADE BY THE BIDDER. PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED**

ITEM NO	DESCRIPTION	HOURS	PRICE
1.	<b>SUPPLY CHAIN MANAGEMENT</b>	Estimated hours per audit plan is 450	
2.	<b>COMPLIANCE</b>	Estimated hours per audit plan is 250	

	<b>CONTRACT MANAGEMENT</b>	Estimated hours per audit plan is 150	
<b>Sub-Total.</b>			
<b>Vat.</b>			
<b>Total.</b>			

**Conditions**

1. All prices quoted must be exclusive of Value Added Tax (VAT).
2. Prices quoted must include delivery charges and goods must be delivered to the address indicated.
3. All prices submitted must be firm. \* "*Firm*" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
4. Quantities are given in good faith and without commitment to the JPC.
5. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

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

**CAPACITY:** \_\_\_\_\_

**MBD 4**

**DECLARATION OF INTEREST**

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</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 organisation		
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 organisation		
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 organisation		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
	If yes, please furnish particulars:		
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	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	Yes	No
	If yes, please furnish particulars:		
3.13.1	Name of director		
3.13.2	Related company		

No.	Information	Please provide detail
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>AUTHORISED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

## MBD 8

### DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1. Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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>AUTHORISED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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 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:

<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 authorised 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 authorised 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 organisation, 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

## MBD 9

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.

<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.**

**MBD 9**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## STATEMENT OF AUTHORISATION

IF THE TENDERER IS A COMPANY OR FIRM, STATE ON WHAT AUTHORITY THE UNDERSIGNED HAS THE AUTHORIZATION TO SIGN THE TENDER DOCUMENTS, FOR EXAMPLE: COMPANY'S RESOLUTION OR PROCURATION OR STATUTES OF PARTNERSHIP, ETC.

I/We the undersigned is/are authorized to enter into this contract on behalf of.....

.....

..... by

Authority of.....dated

..... A certified copy of which may be attached to this tender.

SIGNATURE:

1. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

2. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSES: \_\_\_\_\_

1. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

2. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NB: PROOF IS REQUIRED THAT THE COMPANY HAS BEEN REGISTERED AND DOES IN FACT EXIST, AND THAT THE PERSONS WHO HAVE SIGNED THE TENDER DOCUMENT HAVE INDEED BEEN SO AUTHORIZED**

## ARTICLE OF AGREEMENT IN TERMS OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

### The CITY OF JOHANNESBURG

(Hereinafter referred to as the "EMPLOYER")

AND

.....  
.....  
.....  
.....

Herein represented by..... in his/her capacity as ..... duly  
authorized as per Form D , Attached hereto,(herein after referred to as the (CONTRACTOR"))

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an  
agreement in respect of .....

.....  
.....(RFQ Description)

RFQ number.....

AND WHEREAS the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred  
to as the "ACT"), imposes certain powers and duties upon the EMPLOYER. AND WHEREAS the  
parties have agreed to enter into an agreement in terms of the ACT. NOW THEREFORE the parties  
agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the  
CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in  
terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed  
in terms of the ACT and Regulations will be fully complied with. Provided that should the  
EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and  
adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear  
the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant  
duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and  
Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged  
to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and  
procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be  
entitled, although not obliged, to take such steps as may be necessary to ensure that the  
CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and  
(b) above, which steps may include, but shall not be limited to, the right to inspect any

appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Thus signed at JOHANNESBURG for and on behalf of the EMPLOYER on this the

..... Day of .....20.....

AS WITNESSES:

1. ....

2. ....

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

Thus signed at ..... For and on the behalf of the CONTRACTOR on this

The..... Day of.....20.....

AS WITNESSES:

1. ....

2. ....

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

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

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

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

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

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

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

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

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

- posting all awards for Request for Proposals and Panel on the JPC website

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

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

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

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

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

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

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

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

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

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

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

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

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JPC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JPC agrees to same in writing. JPC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JPC Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JPC so that our records may be updated. JPC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JPC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,

- the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
- giving access may cause a third party to refuse to provide similar information to JPC,
- the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- the information as it is disclosed may result in the disclosure of another person's information,
- the information contains an opinion about another person and that person has not consented, and/or
- the disclosure is prohibited by law.

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

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

Signature:	Date:
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