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**City of Joburg Property Company (SOC) Ltd  
Department of Finance: Supply Chain Management Unit  
RFP 32/2024FY/JPC**

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

**Important Notice**

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

**Closing date of submission: 17 June 2024 at 10h30 (Telkom time)– at Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level) - no bid received after the closing date and time will be accepted or considered.**

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

**Compulsory Briefing Session: 29 May 2024 at 10h00 (Telkom time) – at Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor, Auditorium (entrance level)**

All technical enquiries are to be emailed to [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za) from 24 March 2024 until close of business 17 June 2024 before 08h00am and JPC to ensure that all enquiries have been responded to by no later than 12 June 2024 by 09h00am.

**Document Availability: 17 March 2024**

**RFP 32/2024FY/JPC: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER HEALTH AND WELLNESS SERVICES FOR A PERIOD OF THREE (3) YEARSON BEHALF OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD**

**NAME OF BIDDER :**

**DOCUMENTS TO BE SUBMITTED: ONE (1) ORIGINAL AND ONE (1) SOFT COPY (PDF FORMAT) ON A USB FLASH DRIVE CLEARLY MARKED IN BIDDER'S NAME**

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

**Place: Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level)**

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## INTRODUCTION

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 to maximise 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 & Social), Property Development, as well as Facilities Management, Cleaning Services and Outdoor Advertising.
- c) Therefore the JPC prides itself as the arm responsible for maximising the social, economic, and financial value of the CoJ's total property portfolio and enhancing its efficient use of the property to drive investment, economic growth and job creation. The JPC aims to achieve its objectives by focusing on the following imperatives:
  - Realising social, financial and economic value for the CoJ;
  - Supporting economic development and
  - Increasing the effectiveness of economically viable municipalities and social use of properties; and
  - Management of risk and return concerning the property portfolio and property transactions for the CoJ.

## INVITATION TO BID (MBD1)

### PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD**

BID NUMBER:	RFP 32/2024FY/JPC	CLOSING DATE:	17 June 2024	CLOSING TIME:	10:30am (Telkom Time)
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER HEALTH AND WELLNESS SERVICES FOR A PERIOD OF THREE (3) YEARS ON BEHALF OF THE CITY JOBURG PROPERTY COMPANY SOC LTD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT 33 HOOFD STREET, FORUM 1, BLOCK A, 3<sup>RD</sup> FLOOR, ENTRANCE LEVEL, BRAAM PARK, BRAAMFONTEIN, JOHANNESBURG. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – ( NOT TO BE RE-TYPED OR AMENDED)**

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management		CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		

	Supply Chain Management		
TELEPHONE NUMBER	010 219 9000	FACSIMILE NUMBER	
FACSIMILE NUMBER	010 219 9400	E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a>		

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES  
☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES  
☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES  
☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES  
☐ NO

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

**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 32/2024FY/JPC (JPC MBD 2)

**CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED PARTIES TO SUBMIT PROPOSALS FOR**

<b>Bid Number</b>	<b>RFP 32/2024FY/JPC</b>
<b>Bid Description</b>	<b>REQUEST FOR THE PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO OFFER HEALTH AND WELLNESS SERVICES FOR PERIOD OF THREE (3) YEARS ON BEHALF OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD</b>
<b>Compulsory Briefing Session</b>	<b>29 May 2024, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor, Auditorium (entrance level)</b>
<b>Document Availability Date</b>	<b>17 May 2024</b>
<b>Document Cost</b>	Tender documents can be downloaded from JPC website and E-tenders website at no cost, via <a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a> or <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>
<b>Closing Date</b>	<b>17 June 2024</b>
<b>Compliance Requirements before an award is made to the successful Bidder</b>	<ul style="list-style-type: none"> <li>Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).</li> <li>Proof of registration of the Bidder as follows: <ul style="list-style-type: none"> <li>Natural persons- certified copy of ID document/ passport</li> <li>Partnership- copy of Partnership Agreement plus IDs of all partners</li> <li>Company- current CM29/COR 20.1</li> <li>Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1</li> <li>Trust- letter of appointment from the Master of the High Court of SA and deed of trust</li> <li>JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partner</li> <li>Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or Sworn Affidavit.</li> </ul> </li> <li>Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.</li> <li>Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.</li> <li>Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements</li> </ul>

	<p>have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.</p> <ul style="list-style-type: none"> <li>• If the director does not own any property at least lease agreement or certified affidavit need to be provided</li> <li>• In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate.</li> <li>• Central Supplier Database (CSD) registration valid on tender closing date.</li> <li>• Company resolution for bid signing powers</li> <li>• The following documents must be completed and duly signed: <ul style="list-style-type: none"> <li>○ Declaration of interest in MBD 4;</li> <li>○ Declaration of the Bidder's Past Supply Chain Practices in MBD 8;</li> <li>○ Certificate of Independent Bid Determination in MBD 9; and</li> <li>○ Bidders Information in JPC MBD 7.1</li> </ul> </li> <li>• If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.</li> </ul>
<b>Evaluation Criteria</b>	<p><b>Functionality, Price and Specific Goals using the 80/20 preference point system 80 for price and 20 for Specific Goals</b></p> $Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$
<b>Address</b>	City of Joburg Property Company SOC Ltd, Forum I, Block A, Third floor(Reception level) 33 Hoofd Street, Braam Park, Office Park, Braamfontein
<b>Enquiries</b>	<a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a>

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

- Late submissions will be NOT considered.
- City of Joburg Property Company (SOC) Ltd reserves the right not to accept any proposals/accept part of the proposals, or to withdraw the call for proposals.

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

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



**BID DOCUMENTS CANNOT BE POSTED.**

**BID DOCUMENTS TO BE SUBMITTED: ONE (1) ORIGINAL AND ONE (1) SOFT COPY (PDF FORMAT) ON A USB FLASH DRIVE CLEARLY MARKED IN BIDDER'S NAME AND DEPOSITED IN THE BID BOX SITUATED AT: JPC'S OFFICES, SITUATED AT 33 HOOFD STREET, FORUM 1, BLOCK A, 3<sup>RD</sup> FLOOR, ENTRANCE LEVEL, BRAAMPARK, BRAAMFONTEIN, JOHANNESBURG.**

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

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

**ALL PAGES MUST BE INITIALLED.**

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

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

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

### 1. Purpose

- 2.1 The purpose of this bid is to request suitable service providers to submit proposals in respect to sourcing Health and Wellness Services on behalf of the City Johannesburg Property Company (JPC).

The term is for a period of three (3) years from the date of appointment.

### 2. Conditions of Proposal

- 2.2 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.
- 2.3 Appointment will be made in accordance with JPC's standard conditions of the contract.
- 2.4 The appointment will be valid for three years from the date of the appointment. Services will be activated as and when required and will be subject to budget availability for year 2 and 3. The costing fee must be inclusive of escalation for all three years.

### 3. Submission of Proposals

- The Bidder(s) must submit one (1) original and one (1) soft copy (pdf format) on a USB flash drive clearly marked in bidder's name.
- Proposals must be submitted on or before 10:30 (Telkom Time) on the closing date.
- Each Proposal must be clearly marked with the title of the bid as per the cover page.
- All bidders will be subject to a compulsory formal briefing session and the date is 02 April 2024.
- The completed proposal call documents must be deposited in the tender box made available at **Forum I, Block A, Third Floor (Reception Level) Braampark Office Park, 33 Hoofd Street, Braamfontein.**

### 4. Further Conditions

- 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.
- 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.
- 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.
- 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.
- JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.

- f. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of a another person or entity or such cession or assignment is approved by JPC for justifiable reasons.
- g. The evaluation of bids will be completed by the JPC.
- h. JPC reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
- i. JPC reserve the right to make an appointment to more than one bidder, in whole or in part.
- j. JPC reserve the right to negotiate a final proposal with any of the Bidder(s).
- k. JPC does not bind itself to accept any proposal submitted.
- l. JPC may at its discretion withdraw the proposal call process at any stage during the process.

## Enquiries

Only email enquiries will be accepted, such enquiries must be directed to:

[tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za)

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE ..... NUMBER .....

CELLPHONE NUMBER CODE ..... NUMBER .....

FACSIMILE NUMBER CODE ..... NUMBER .....

E-MAIL ADDRESS .....

SIGNATURE OF BIDDER .....

DATE .....

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

## DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

No.	Informatio	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder <sup>2</sup>		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		

No.	Info	Please provide detail	
3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of Director		
3.8.2	Service of State Organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
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

No.	Informatio	Please provide detail	
3.12.1	Name of Director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	<p>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?</p> <p>If yes, please furnish particulars:</p>	<p>Y e s</p>	<p>No</p>
3.13.1	Name of Director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"<sup>1</sup>In the service of the state" means to be –</p> <ul style="list-style-type: none"> <li>• a member of – <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the national Assembly or the national Council of provinces;</li> </ul> </li> <li>• a member of the board of directors of any municipal entity;</li> <li>• an official of any municipality or municipal entity;</li> <li>• 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>• a member of the accounting authority of any national or provincial public entity; or</li> <li>• 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</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

## SCOPE OF WORK (JPC MBD 05)

### 1. BACKGROUND

The City of Johannesburg Property Company JPC) seeks to appoint a Health and Wellness service provider.

### 2. PROPOSAL OBJECTIVE

The purpose of this bid is to request suitable service providers to submit proposals with regards to offering Health and Wellness services on behalf of the City of Joburg Property Company for a period of three (3) years from the date of appointment.

### 3. OBJECTIVE:

JPC recognises that the Employee Health and Wellness Programme is a vital business tool which enhances safety, productivity, performance and engagement. Healthy employees result in a more productive workforce with less absenteeism, fewer accidents, lower healthcare demands, and greater overall savings by reducing the incidence of disease and disability.

JPC seeks to appoint one service provider to render a world-class and innovative Health and Wellness Programme, which will adhere to the quality, standards, and norms of the industry. The services required will cater for approximately one thousand seven hundred five (1705) employees across the business. Although the current staff complement is 1528, there is a recruitment process in progress to fill critical positions and additional staff need to be catered for.

The scope of this tender is for an external service provider, that has the ability and experience to help employees who have professional, and personal difficulties and challenges which **include and are not limited to**, physical, mental, emotional, grief and bereavement, gambling, marital, family, alcohol, or financial problems that may affect the employee's work performance and total wellbeing. The service provider would be required to render the following services:

- 1.1. **Substance Abuse:** Assess the type and severity of substance abuse and the appropriate level of treatment.
- 1.2. **Crisis or Emergency:** Assess an employee, or the employee's spouse, life partner, or dependent, who was present in the crisis to determine the appropriate level of intervention or treatment. Such assessments will be conducted whether or not the employee has used all of his/her employee health and wellness benefits for the contract of 3 years.
- 1.3. **Grief Counselling:** **Assist employees in processing their feelings**, absorbing information, and normalise the event so they can resume a reasonable level of functioning due to the loss of a family member or co-worker. A maximum of five (5) face-to-face counselling sessions per employee with immediate family members (employee + immediate family members = 5 sessions for all) per condition, per year.
- 1.4. **Fitness for Duty:** Upon request by JPC, assess an employee's fitness for duty.



Such assessments are based on information provided and on the employee's condition at the time, with the understanding that the employee's condition can change at any time.

- 1.5. **Threat of Violence Potential:** Upon request by JPC, the service provider will screen an employee for potential violence.
- 1.6. **Sexual Harassment:** Sexual harassment includes any unwelcome sexual advance towards an employee or any request to a sexual favour or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment and impacts on the employee's work performance.
- 1.7. **Executive medicals and lifestyle coaching:** The stress of the executive lifestyle can lead to chronic health conditions such as heart disease, diabetes, and hormone imbalances. JPC requires focused professional wellness assessment and intervention plans that will form part of a vital component of executive optimisation and retention strategies. Executive wellness programmes to reduce health risk factors that can impede on their work performance and provide them with motivational talks that will address high risk factors to ensure that their wellbeing is intact.
- 1.8. **Professional Support Line Service:** A 24-hour, 7 days week with a dedicated toll-free number telephonic psychological counselling service available for all JPC staff members and in cases where an employee's family member i.e. spouse and children are involved in traumatic situations such as house robbery or hijacking. The service provider must also be in a position to provide JPC with an online Health and Wellness programme that must deliver to the end user experience that incorporates individual wellbeing assessments, comprehensive website portals and a wealth of print resources, as well as professional advisory services covering a holistic wellness spectrum.
- 1.9. **Personal Counselling (Face to Face):** A maximum of five (5) face-to-face counselling sessions per employee with immediate family members (**employee + immediate family members = 5 sessions for all**) per condition, per year. Counselling is to be provided by a fully qualified and registered clinical expert in the field. The service provider should also be in a position to provide JPC with a feedback report for assessments or a detailed outcome report.
- 1.10. **Critical Incident Service:** Prompt and professional trauma debriefing and counselling services to employees exposed to incidents of trauma. Can include financial fitness and counselling including but **not limited to services such as debt review and financial empowerment**
- 1.11. **HIV/AIDS and other dreaded diseases education, counselling, and support:** Telephonic counselling, on-line programs, and face-to-face counselling to assist those infected with or affected by the condition. VCT Counselling and Testing.
- 1.12. **Management Training and Support:** the service provider must be in a position to provide JPC with Professional expertise that will give motivational talks to empower management based on issues identified and how certain subject matters can be dealt with appropriately to improve employee work performance.
- 1.13. **Referral Services to appropriate resources outside the Employee Health and Wellness Programme:** The service provider must have access to an extensive database of approved private and public resources to which employees will be referred to if the nature of their requirements falls outside the scope of their Employee Wellness Programme. The service provider will facilitate the process of

referring employees to suitable qualified professionals including social workers, psychologists, medical, financial and legal practitioners.

#### **4. COMMUNICATION AND REPORTING ANALYSIS**

- a. Monthly, Quarterly, and Annual statistical confidential Health and Wellness Programme usage report.
- b. Presentation of an integrated Annual Report that provides statistical information regarding the number of employees using the Health and Wellness as well as Wellness and Risk Profile of the organisation including critical areas of concern.
- c. Quarterly meetings with relevant advisors and, the HR department to discuss engagement rate and use the platform for information sharing with recommendations.

#### **5. ACCOUNT MANAGEMENT SERVICES**

- a. An account manager in consultation with the HR department to develop and implement a plan detailing the effective rollout of the Employee Wellness Programme.
- b. Consultancy to design appropriate promotional material such as brochures and wallet cards. One (1) brochure and One (1) wallet card per employee about the support offered to employees.
- c. Briefing sessions and presentations for employees - one group wellness session at each depot, corporate building and head office per quarter.
- d. A monthly information corporate wellness newsletter to educate and inform employees on wellness.

## PRICING SCHEDULE: PRICE OFFER (JPC MBD 6)

ITEM NO.	DESCRIPTION	Amount for year 1 on a (excluding VAT)	Amount for year 2 (excluding VAT)	Amount for year 3 (excluding VAT)
1.	Appointment of the service provider for the following services:  <b>PROVIDE CONFIDENTIAL, PROFESSIONAL COUNSELLING AND GUIDANCE TO JPC EMPLOYEES IN TERMS OF :</b> <b>Substance Abuse:</b> Assess the type and severity of substance abuse and appropriate level of treatment.			
2.	<b>Crisis or Emergency:</b> Assess an employee, or employee's spouse, life partner or dependent, who was present in the crisis to determine the appropriate level of intervention or treatment. Such assessments will be conducted whether or not the employee has used all of his/her EAP benefits for the contract of a 3 year period from date of appointment.			
3.	<b>Grief Counselling:</b> Assist employees process their feelings, absorb information, and normalize the event so they can resume to a reasonable level of functioning due to the loss of a family member or co-worker.			
4.	<b>Fitness for Duty:</b> Upon request by JPC, assess an employee's fitness for duty. Such assessments are based upon information provided and on the employee's condition at the time, with the understanding that the employee's condition can change at any time.			
5.	<b>Threat of Violence Potential:</b> Upon request by JPC, the service provider will screen an employee for potential of violence.			
6.	<b>Sexual Harassment –</b> Sexual harassment includes any unwelcome sexual advance towards an employee or any request to a			

	sexual favour or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment and impacts on the employee's work performance.			
7.	<b>Executive medicals and lifestyle coaching:</b> The stress of the executive lifestyle can lead to chronic health conditions such as heart disease, diabetes, and hormone imbalances. JPC requires focused professional wellness assessment and intervention plans that will form part of a vital component of executive optimisation and retention strategies. Executive wellness programmes to reduce health risk factors that can impede on their work performance and provide them with motivational talks that will address high risk factors to ensure that their wellbeing is intact.			
8.	<p><b>Professional Support Line Service</b>  – A 24hour, 7 days a week with a dedicated toll-free number telephonic psychological counselling service available for all of JPC staff members and in cases where an employee's family member i.e. spouse and children are involved in traumatic situations such as house robbery or hijacking management will advise and approve accordingly.</p> <p>The service provider must also be in a position to provide JPC with an online EAP programme that must deliver to the end user experience that incorporates individual wellbeing assessments, comprehensive website portals and a wealth of print resources, as well as professional advisory services covering a holistic wellness spectrum.</p>			
9.	<b>Personal Counselling (Face to Face):</b> A maximum of five (5) face-to-face counselling sessions per employee with immediate family members ( <b>employee + immediate family members = 5 sessions for all</b> ) per condition, per year. Counselling is to be provided by a			

	fully qualified and registered clinical expert in the field. The service provider should also be in a position to provide JPC with a feedback report for assessments or a detailed outcome report.			
10.	<b>Critical Incident Service</b> – Prompt and professional trauma debriefing and counselling services to employees exposed to incidents of trauma.			
11.	<b>HIV/AIDS and other dreaded diseases education, counselling, and support:</b> Telephonic counselling, on-line programmes, and face-to-face counselling to assist those infected with or affected by the condition. VCT Counselling and Testing.			
12.	<b>Management Training and Support</b> – the service provider must be in a position to provide JPC with Professional expertise that will give motivational talks to empower management based on issues identified and how certain subject matters can be dealt with appropriately to improve employee's work performance.			
13.	<b>Referral Services to appropriate resources outside the Employee Wellness Programme.</b>  The service provider must have access to an extensive database of approved private and public resources to which employees will be referred to, if the nature of their requirements falls outside the scope of their Employee Wellness Programme. The service provider will facilitate the process of referring employees to suitable qualified professionals including social workers, psychologists, medical, financial and legal practitioners.			
<b>SUB TOTAL (PER YEAR)</b>				

VAT (PER YEAR)			
GRAND TOTAL PER YEAR			

OVERALL TOTAL FOR A PERIOD OF 3 YEARS	
---------------------------------------	--

The prices are fixed and cannot be negotiated for the period of the contract.

The Health and Wellness services that will be rendered will cater for 1705 employees.

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

- The applicable preference point system for this tender is 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS: target designated group</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 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

## 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:
- 4.3 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 – <b>Black People</b>	5	
Business owned by 51% or more – <b>Women</b>	10	
Enterprises located in a specific region within the City of Johannesburg Metropolitan Municipality for work to be done or services to be rendered in that region.	5	

#### 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.

.....

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## BIDDER'S INFORMATION (JPC MBD 7)

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 website	
		E- Tenders	
		Business Day	

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

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

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

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

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

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



NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
DATE .....

WITNESSES

1. ....

2. ....

DATE:.....

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

### WITNESSES

1. ....

2. ....

DATE .....

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b></p>	Yes	No
4.2.1	If so, furnish particulars:		

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

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

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a 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 authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## **BIDS WILL BE EVALUATED AS FOLLOWS:**

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

- 1.1. Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).
- 1.2. Proof of registration of the Bidder as follows:
  - Natural persons- certified copy of ID document/ passport
  - Partnership- copy of Partnership Agreement plus IDs of all partners
  - Company- current CM29/COR 20.1
  - Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1
  - Trust- letter of appointment from the Master of the High Court of SA and deed of trust
  - JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners
  - Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or Sworn Affidavit.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. If the director does not own any property at least lease agreement or certified affidavit need to be provided
- 1.7. In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate.
- 1.8. Central Supplier Database (CSD) registration valid on tender closing date.
- 1.9. Company resolution for bid signing powers
- 1.10. The following documents must be completed and duly signed:
  - Declaration of interest in MBD 4;
  - Declaration of the Bidder's Past Supply Chain Practices in MBD 8;
  - Certificate of Independent Bid Determination in MBD 9; and
  - Bidders Information in JPC MBD 7.1
- 1.11. If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.

## EVALUATION CRITERIA (JPC MBD 12)

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

### **STAGE 1: TECHNICALITY / FUNCTIONALITY EVALUATION**

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.

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
Provide projects implemented with letters of reference on Employee Assistance Programme (EAP) & Wellness programs or related projects completed within the last five (05) years, letters of reference should state clearly the following implemented projects with the price/value of the relevant project:	<b>Scoring per services rendered:</b> <ol style="list-style-type: none"> <li>Counselling services = 3 points</li> <li>Primary health care = 3 points</li> <li>Healthy living, awareness, and events program = 3 points</li> <li>Financial fitness and advisory services including will drafting = 3 points</li> <li>24-Hour Helpline = 6 points</li> <li>Research and surveys = 3 points</li> <li>Executive Medicals = 3 points</li> <li>Health and Risk Assessment Dashboard = 3 points</li> <li>Occupational Health Services = 3 points</li> </ol>	30	<p>Bidder to submit letters of reference from the client on client's letterhead indicating the following: name of project, project duration (start and completion date), value of project, and client comments on bidder's performance on the project, client representative responsible for the project, client's email address and contact details.</p> <p>Any reference letter that does not have the above will not be considered.</p> <p><b>NB: All the above health and wellness services are compulsory irrespective of the number of letters submitted.</b></p>
Bidders are required to submit the CVs of Social Workers, Psychologists, Dieticians, and Occupational Nurses clearly stating the years of relevant experience of five (05) years and more as a practitioner. Resources should also provide proof of valid registration with a professional body recognised in South Africa for all the resources such as HPCSA or EAPA-SA (certified copy of registration document).	<p>10 x Social Workers = 10 points (1 point per professional to a maximum of 10).</p> <p>10 x Psychologists = 10 points (1 point per professional to a maximum of 10).</p> <p>5 x Dieticians – 5 points (1 point per professional to a maximum of 5).</p> <p>5 x Occupational Nurses - 5 points (1 point per professional to a maximum of 5).</p>	30	<p>CVs indicating experience in years relevant to the provision of health and wellness services.</p> <p>Only certified copies of qualifications and valid registration certificates with a professional body will be considered.</p> <p>Bidders to populate JPC MBD 13 with the same candidate/s. Failure to populate JPC MBD 13 with the same candidate/s details will result in zero points.</p> <p>If the CV indicates less than 5 years of experience it will not be considered.</p>

FUNCTIONALITY CRITERIA	SCORING METHODOLOGY	TOTAL SCORE	RETURNABLES
Bidders are required to submit a Project leader's CV and qualifications. This requires a Comprehensive CV and attached certified proof of qualification and proof of professional registration including letters of appointment and/or collaboration agreements.	<p>Master's Degree i.e. Social Science or Occupational Health Safety or Occupational Hygiene such as Psychology and a minimum of 5 years' experience and professional registration = <b>20</b> points.</p> <p>Honors Degree i.e. Social Science, Health and Environment or Occupational Health and Safety or Occupational Hygiene such as Psychology, and a minimum of 5 years' experience and professional registration = <b>15</b> points.</p> <p>Bachelor's Degree i.e. Social Science or Occupational Health or Safety, Occupational Hygiene or Psychology or and a minimum of 05 years' experience and professional registration = <b>10</b> points.</p>	20	<p>CVs indicating experience in years relevant to the provision of health and wellness services.</p> <p>&amp;</p> <p>Only certified copies of qualifications and proof of professional registration.</p> <p>&amp;</p> <p>Appointment letters including letters of the team leader or collaboration agreements will be considered.</p> <p>&amp;</p> <p>Bidders to populate JPC MBD 13 with the same candidate/s. Failure to populate JPC MBD 13 with the same candidate/s details will result in zero points.</p> <p>If the CV indicates less than 5 years of experience it will not be considered.</p> <p><u>if one of the following documents is not submitted ( CV, Qualification, and proof of registration). The bidder will score zero.</u></p>
Projects / Contract Value: Submit the list of similar or related projects /contracts that have been completed within 5 years. The value of the projects/contracts should be indicated for points to be awarded.	<p>Projects with a combined value of more than R2 million = <b>20</b> points.</p> <p>Projects with a combined value of more than R1, 5 million but less than R2 million = <b>15</b> points.</p> <p>Projects with a combined value of more than R1 million but less than R1.5 million = <b>10</b> points.</p> <p>Projects with a combined value of more than R500 000 thousand but less than R1 million = <b>5</b> points.</p> <p>Projects with a combined value of less than R500 000 = <b>0</b> points</p>	20	<p>Bidder to submit letters of reference from the client on client's letterhead indicating the following: name of project, project duration (start and completion date), value of project, and client comments on bidder's performance on the project, client representative responsible for the project, client's email address and contact details.</p>
TOTAL SCORE		100	

**Bids that do not meet the minimum threshold of 70 points will not be considered further.**

## TIME FRAME

The appointed service provider will be valid for a period of 3 years from the date set out in the service level agreement, services will be affected as and when required and will be subject to budget availability for year 2 &3.

## **STAGE 2: PRICE & SPECIFIC GOALS**

**Only those tenderers that attain the minimum threshold score of 70 Points in Stage 1 will be evaluated in this stage. Tenders will be evaluated as follows:**

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

80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- A maximum of 20 points will be awarded to a tenderer for the specific goals specified for this tender.
- The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- The contract will be awarded to the tenderer scoring the highest points.
- If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for specific goals.

**POINTS FOR SPECIFIC GOALS WILL BE AWARDED AS FOLLOWS:**

DESIGNATED GROUP	MEANS OF VERIFICATION (BIDDERS TO ATTACH THE FOLLOWING DOCUMENTS)	80/20
<b>Maximum Points:</b>		<b>20</b>
Business owned by 51% or more – <b>Black People</b>	<b>CSD, Valid BBBEE Certificate / Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder's certificate</b>	<b>5</b>
Businesses owned by 51% or more – <b>Women</b>	<b>CSD, ID copy of owner/s of the business and Shareholder's certificate</b>	<b>10</b>
Enterprises located in a specific region within the City of Johannesburg Metropolitan Municipality for work to be done or services to be rendered in that region.	<b>CSD and proof of municipal account / letter from the Ward Council confirming the business address.</b>	<b>5</b>



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

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

**The bidders CV’s and qualifications submitted must be the same as incumbents that will be annotated below.** The value of relevant project management/ program management work previously completed by the bidder or by the bidders principles (meaning key employees/shareholders of the bidder but for work completed for another entity or previous employer) is as follows:

	RELEVANT PROJECT	VALUE OF WORK COMPLETED	PROJECT OWNER	CONTACT DETAILS OF REFERENCE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
	TOTAL			



## STANDARD CONDITIONS OF SUBMISSION (JPC MBD 14)

The following conditions apply to all bids submitted:

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

## SUBMISSION OF PROPOSALS

- Bidder(s) are invited to submit their Proposals by completing the returnable Municipal Bidding Documents (MBDs) and JPCs' MBDs contained in this document.
- In this regard:
  - No other form of Proposal will be accepted. The MBDs must not be construed as an offer.
  - The Bidder(s) must submit one (1) original and one (1) soft copy (PDF FORMAT) on a USB Flash drive clearly marked in BIDDER 'S NAME.
  - 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  
Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level)
- **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**

- All proposals are to be submitted at the JPC offices, on or before the closing date and time. The Opening Register will be uploaded on the JPC website.
- Bidder's return address must be clearly stipulated or indicated on the back of the envelope

## **EVALUATION OF PROPOSALS**

- JPC reserves the right to seek clarification or further information from Bidder(s) and to appoint professionals to advise and verify information on aspects of the Proposals submitted in a manner that the JPC or its agent deems appropriate.
- The preferred Bidder(s) may be required to make presentations to the JPC.
- The Bidder(s) shall be deemed to know and understand the content of the Proposal Call document and a submission of the MBDs will indicate the Bidder(s) unconditional acceptance of all the terms and conditions contained in the Proposal Call document.
- The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of the Proposal Call documents.
- The non-acceptance or variation of any of the conditions, or the inclusion of any other conditions in the Proposal Call document by the Bidder(s) will be treated as a qualified bid and will be disqualified
- The Proposal(s) will be evaluated by the JPC. JPC may accept any Proposal in whole or in part and is not bound to accept any Proposal
- Proposals will be evaluated using the evaluation criteria stated in JPC MBD 12.
- The Proposal(s) will be adjudicated by the JPC's Bid Adjudication Committee and awarded in terms of the JPC's Supply Chain Management Policy for Goods and Services.
- The JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- Any Proposal in the name of a partnership or joint venture or consortium will, on acceptance, be deemed as joint and several agreements with all parties.
- All proposals shall remain valid for a period of **120 days** after the closing date, provided that bidders may extend the validity of the proposal on request of JPC.

## **RESOLUTIONS OF DISPUTES**

- Persons or bidders who are aggrieved by decisions or actions taken in the implementation of Supply Chain Management system or in the awarding of the bid, must within 20 (twenty) days of the awarding of the bid, lodge a written complaint containing the details of the dispute arising to the Chief Executive Officer of JPC at the following address or telefax number:  
  
3<sup>rd</sup> Floor, Forum 1, Braampark, 33 Hoofd Street, Braamfontein  
Fax: (010) 219 9400
- The written complaint must contain the following information:
  - The bid reference number;

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

## **PROHIBITIONS**

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

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

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

### **GENERAL ENQUIRIES**

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

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

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

Upon receipt of such notice, the Service Provider shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum. Upon termination of the appointment the Service Provider shall deliver to JPC the originals of all documents in the possession of the Service Provider relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.

9. **Force Majeure:** The Service Provider shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Service Provider to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.

10. **Claims for Default:** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Service Provider, or failing agreement, shall be referred to dispute resolution in accordance with clause 20.
11. **Rights and Liabilities of Parties:** *Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.*
12. **Confidentiality:** The Service Provider shall maintain all information relating to the appointment in the strictest confidence.
13. **Indemnity:** The Service Provider indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the Service Provider to comply with its obligation in terms hereof.
14. **Skill, Care and Diligence:** The Service Provider shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the Service Provider to JPC is approved by JPC such approval shall not limit the professional liability of the Service Provider in respect thereof. The Service Provider shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
15. **Faithful Advisor:** The Service Provider shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
16. **Indirect Payments:** The remuneration of the Service Provider charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.
17. **Royalties:** The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.
18. **Ownership of Equipment, Materials, Supplies and Facilities:** Equipment, materials, supplies and facilities furnished to the Service Provider by JPC or purchased by the Service Provider with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Service Provider shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by JPC.
19. **Copyright:** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the Service Provider in the course and scope of its appointment shall be and remain vested in JPC for which purpose the Service Provider cedes to JPC all such copyright.



20. ***Dispute Resolution:***

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

21. ***Sequestration or Surrender of Service Provider's Estate***

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

## **CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI) (JPC MBD 16)**

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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## **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*
- *Partnership -copy of partnership agreement plus IDs of all partners*
- *Closed Corporation - Copy of CK1 and/or CK2/COR 20.1 and members agreement*
- *Company – current CM29/COR 20.1*
- *Trust – letter of appointment from the Master of the High Court of SA and deed of trust*
- *Joint Venture/Consortium – JV/Consortium agreement plus ID documents/ company Registration document of all members of JV/Consortium*



## **BIDDER'S COMPANY PROFILE (JPC MBD 18)**



## **POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 19)**

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





## **JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 21)**