Joburg Market (SOC) Ltd

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Johannesburg
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www.joburg.org.za

INVITATION FOR PROSPECTIVE BIDDERS

Joburg Market hereby invites prospective bidders with proven track record to respond to the following request.

RFB No.	Service Description	Evaluation criteria	Compulsory briefing session	Closing Date
HR-OP-004-2026/2027	Appointment of a service provider for the provision of occupational health support services for a period of 36 months	80/20 80 points for price and 20 points for Specific Goals	**30/11/2026** at **11H00** at Joburg Market (Opportunity Centre) **4 Fortune Street City Deep, Johannesburg**	**22 January 2027 at 11H00**

The bid document can be downloaded for **free** on the National Treasury website at www.etenders.gov.za or the Joburg Market website www.joburgmarket.co.za

Sealed documents individually marked with the abovementioned RFB and Service Description, must be placed in the Tender box situated at ground floor (right hand side of the entrance just before the security desk), Joburg Market Main Building by the closing date and time as per Joburg Market`s clock. All Suppliers are encouraged to make their submission before the closing time. It is the bidders' responsibility to obtain documents in time so as to ensure responses reach Joburg Market timeously.

No tenders will be accepted after the closing date and time. No tender per facsimile or e-mailed will be accepted. Office hours are from 08h00 to 17h00 weekdays for the collection of documents.
Bids will be publicly opened at: Joburg Market, 4 Fortune Road, City Deep on the closing date and time as stipulated above.

All enquiries relating to the bidding procedure should be directed to Supply Chain Management Unit at the following email: tenders@joburgmarket.co.za

only written enquiries will be attended to

Joburg Market is not obliged to appoint the cheapest tenderer and reserves the right not to accept any submission and to re-advertise if it so wishes. Service providers will be adjudicated in terms of the Supply Chain Management Policy using the point system mentioned above, based on the Preferential Procurement Policy Framework Act, Act 5 of 2005, Preferential Procurement Regulations 2022, MFMA, Act 56 of 2003, as well as the Broad Based Black Economic Empowerment Act, Act 53 of 2003 and/or the White Paper on Reconstruction and Development, Notice No. 1954 of 1994.

TENDER COVER

NOTE: DOCUMENTS MAY BE DOWNLOADED FROM THE JOBURG MARKET WEBSITE AND ETENDER PORTAL AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS. WITHOUT LIMITATION, JOBURG MARKET TAKES NO RESPONSIBILITY FOR ANY DELAYS IN ANY COURIER OR POSTAL SYSTEM OR ANY LOGISTICAL DELAYS WITHIN THE PREMISES OF JOBURG MARKET.
JOBURG MARKET LIKEWISE TAKES NO RESPONSIBILITY FOR TENDER OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER DOCUMENT. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE TENDER BOX BEFORE TENDER CLOSURE.

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT

Any documents required that are not submitted in the tender box at the deadline will be considered late. The tenderer accepts that JOBURG MARKET will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

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

NAME OF CONTACT PERSON: ……..
SIGNATURE OF BIDDER: ……
CAPACITY UNDER WHICH THIS BID IS SIGNED: ……..
DATE: ……...



In recent months, numerous companies have suffered substantial financial losses as a result of fraudulent requests for "COLD DRINK," purportedly originating from government departments.

These fraudsters are presently contacting service providers under the guise of Joburg Market officials, soliciting payments in exchange for appointment opportunities. Typically, these attempts occur shortly after the publication of tender closing registers on the website.

It's important to note that Joburg Market officials will never contact service providers to solicit any form of compensation for tender awards.

If you receive such a solicitation, please report it immediately to tenders@joburgmarket.co.za.

To mitigate the risk of falling victim to these scams, companies are strongly advised to verify the authenticity of any awards by contacting Joburg Market directly using the landline contact details provided on the official website.

Service providers are cautioned against participating in such activities, as Joburg Market will not assume liability for any resulting losses.

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ACKNOWLEDGEMENT OF BID CONDITIONS

Acknowledgement of Bid Conditions

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Joburg Market (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that -

(a) the offer herein shall remain binding upon me/us and open for acceptance by Joburg Market (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid or agreed validity period;

(b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;

(c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Joburg Market (SOC) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Joburg Market (SOC) Ltd and I/we will then pay to Joburg Market (SOC) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Joburg Market (SOC) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any Joburg Market (SOC) Ltd may sustain by reason of my/our default;

(d) if my/our bid is accepted the acceptance may be communicated to me/us by electronic mail (email), faxed letter or by order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.

(e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

Details of my / our offer are / are as follows:

6. We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as specified.

7. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

8. We understand that Joburg Market is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.

9. Should my/our tender be successful, it be understood that a contract will come into existence for the duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

INSTRUCTIONS TO BIDDERS

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Joburg Market (SOC)
(SOC) Ltd and deposited in the BID BOX situated at the entrance: Admin Building, 04 Fortune road, City Deep, Johannesburg.

It is the responsibility of the bidder to ensure that their /his / her bid document is submitted in a sealed envelope and placed in the Bid Box in good time so as not to miss the official deadline of 11:00 am on the closing date.

Bid documents submitted via courier services will be acceptable provided that the bidder instructs such courier company or its representative to deposit the documents in the bid box.

Documents should under no circumstances be handed to an employee of Joburg Market as it may not be held accountable in the event of any loss thereafter.

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account.

Bid documents received from non-attended bidders of a compulsory briefing session will be disqualified.

Tenderers are to allow for sufficient time to access Joburg Market offices in Admin Building and deposit their bid document in the Joburg Market tender box situated at reception before tender closing time.

Tenderers are to note that the Joburg Market offices are open 24hours, seven (7) days a week.

IMPORTANT CONDITIONS

1. Bid documents must be completed using non-erasable black ink or may be completed electronically without altering or tampering with any of the terms, conditions, specifications, pricing schedule etc. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded.

2. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

4. Bids received after the closing time and date will not be accepted

5. All bid documents must be in sealed envelopes and deposited in the Official Bid Box

6. Bids should be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein and should be bound in such a way that pages will not go missing.

7. It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.

8. Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and specific goals. In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councillor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.

9. Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.

10. Tenderer’s authorized signatory to sign or initial next to the price alteration.

11. The evaluation on price alteration will be conducted as follows:

11.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:

(i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.

(ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.

11.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:

(i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.

(ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.

(iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.

11.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:

(i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.

12. The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.

13. The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Joburg Market. Acceptance of the correction to the arithmetic error must be in writing.

14. Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.

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15. Joburg Market reserves the right to enter into mandated negotiations to achieve cost effectiveness with any one or more selected tenderers

16. Notwithstanding compliance regarding any requirements of the tender, Joburg Market will perform a risk analysis in respect of the following:

a) Reasonableness of the financial offer

b) Reasonableness of unit rates and prices

c) The tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial rations and industry norms. The following rations will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

The conclusions drawn from this risk analysis will be used by Joburg Market in determining whether to accept the bid offer or to reject the bid offer.

17. Joburg Market Reservations:

Joburg Market reserves the right to award contracts and tenders at its discretion on the basis of the following

a) In whole or in part.

b) To more than one tenderer.

c) To the highest points scoring bidder.

d) To the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.

e) To a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1)

(f) Of the PPPFA) (where applicable).

f) Not to consider any bid with justifiable reasons.

Bidder /s:……

Street Address:……..

……..

Postal Address :……

Cell : …… E-Mail:……

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BID DOCUMENTS CHECK LIST:

A completed and signed BID document must be submitted in a sealed envelope together with proof of the returnables, where applicable. That is:

<table>
<tr><th>Item</th><th>Description</th><th>Submitted – Indicate YES or NO</th></tr>
<tr><td>1</td><td>Completed Registration on the National Treasury Central Supplier Database</td><td></td></tr>
<tr><td>2
NB</td><td>Completed and signed MBD 1, 4, 6.1, 7.2, 8 , 9,
Failure to fully complete all sections may lead to a disqualification of the bid.</td><td></td></tr>
<tr><td>3</td><td>General Condition of Contract (GCC) to be signed</td><td></td></tr>
<tr><td>4</td><td>Rates and taxes account not older than three months or lease agreement</td><td></td></tr>
<tr><td>5</td><td>ID copies of shareholders / directors and share certificates; certification not older than three months</td><td></td></tr>
<tr><td>6</td><td>Signed JV agreement for Joint Venture companies. Separate National Treasury Central Supplier Database registration and consolidated B-BBEE certificate (where applicable)</td><td></td></tr>
<tr><td>7</td><td>Initial / sign for all alterations in the tender document</td><td></td></tr>
<tr><td>8</td><td>Registration with CIDB (where applicable)</td><td></td></tr>
<tr><td>9</td><td><u>SPECIFIC GOALS AND MEANS OF VERIFICATION</u>

The table below serves as a guide on the allocation and verification of specific points under goal 1:
<table>
<tr><th>SPECIFC GOAL 1: HDI</th><th>MEANS OF VERIFICATION</th><th>80/20</th><th>90/10</th></tr>
<tr><td>Business owned by 51% or more by Black People</td><td>CSD, Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder’s certificate</td><td>5</td><td>2</td></tr>
<tr><td>Business owned by 51% or more by Women</td><td>CSD, ID copy of owner/s of the business and Shareholder’s certificate</td><td>10</td><td>3</td></tr>
<tr><td>Business owned by 51% or more by Black Youth</td><td>CSD, Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder’s certificate</td><td>10</td><td>3</td></tr>
<tr><td>Business owned by 51% or more by Black People with Disabilities</td><td>CSD, ID copy of owner/s of the business and Shareholder’s certificate</td><td>2</td><td>1</td></tr>
<tr><td>Business owned by 51% or more by Black People who are Military Veterans</td><td>CSD, registration with military veteran’s database (stamped printout from military veterans’ office showing the principal member with the ID number, and Valid B-BBEE Certificate/ Affidavit Sworn under oath</td><td>2</td><td>1</td></tr>
<tr><td>Cooperative which is at least 51% owned by Black People</td><td>CSD, Valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business and Shareholder’s certificate</td><td>5</td><td>1</td></tr>
</table></td><td></td></tr>
</table>

The table below serves as a guide on the allocation and verification of specific points under goal 2:

SPECIFC GOAL 2: PROMOTION OF LOCAL ECONOMY	MEANS OF VERIFICATION	80/20	90/10
SMMEs (An EME or QSE)	CSD, and B-BBEE Certificate/ Affidavit Sworn under oath	5	1
Enterprises located within the City of Johannesburg Metropolitan Municipality	CSD and proof of municipal account	10	5
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	CSD and proof of municipal account /letter from the Ward Council confirming the business address	5	5
Enterprises located in Townships	CSD and proof of municipal account /letter from the Ward Council confirming the business address	4	1
Upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations	CSIR Policy, list of organisations assisted in the current financial year and reference/acceptance letters from those organisations	4	3
Subcontracting to business owned by designated groups (up to 30%)	Draft subcontracting agreement to the designated groups, and Valid B-BBEE Certificate/ Sworn Affidavit of the subcontracted business	5	5

PROOF OF GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

The tenderer is to affix to this page:

• Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;

• Signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts

Note:

1. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.
2. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.
3. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.
4. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.
5. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Note 1 will be applicable.
6. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Note 1 will be applicable.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOBURG MARKET					
BID NUMBER:	**HR-OP-004-2026/2027**	**CLOSING DATE:**	**22 January 2027**	**CLOSING TIME:**	11H00
DESCRIPTION	Appointment of a service provider for the provision of occupational health support services for a period of 36 months				
COMPULSORY BRIEFING SESSION	**Date: 30 November 2026 at 11H00** **Venue: Joburg Market, Main Building** (Opportunity Centre) Please report to the area on time.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT

Attention: Head of Supply Chain Management

DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR (right hand side of the entrance just before the security desk), Joburg Market Main Building by the closing date and time as per Joburg Market`s clock. All Suppliers are encouraged to make their submission before the closing time.

4 Fortune Road
City Deep
Johannesburg

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open 24 hours a day, 7 days a week.

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER PART B:3]	
SIGNATURE OF BIDDER	……		**DATE**			

BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	**SUPPLY CHAIN MANAGEMENT**
CONTACT PERSON	**tenders@joburgmarket.co.za**

All enquiries must be send 72 hours before the closing time -week days,

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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: ……...

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
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 favouritism, 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.

   3.1. Full Name of bidder or his or her representative:…….

   3.2. Identity Number: ……..…….

   3.3. Position occupied in the Company (director, trustee, shareholder[2]):……

   3.4. Company Registration Number: ……..

   3.5. Tax Reference Number:……..…

   3.6. VAT Registration Number: ……

   3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8. Are you presently in the service of the state?

YES	NO

   3.8.1. If yes, furnish particulars. ….……

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?

YES	NO

3.9.1. If yes, furnish particulars.……...……..

3.10 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?

YES	NO

3.10.1. If yes, furnish particulars. ……

3.11 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?

YES	NO

3.11.1. If yes, furnish particulars ……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

3.12.1. If yes, furnish particulars. ……..

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

3.13.1. If yes, furnish particulars.…….

3.14 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.

YES	NO

3.14.1. If yes, furnish particulars:…….

4. **Full details of directors / trustees / members / shareholders (If employed by the state)**

Full Name	Identity Number	State Employee Number(If employed by the state)

……..
Signature

……
Date

……....
Capacity

……
Name of Bidder

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

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

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

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1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.2 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.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.3 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.

1.4 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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such)

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	**Means of verification** **Evidence must be provided to earn points**	**Number of points allocated (80/20 system)**	**Number of points allocated (80/20 system) (To be completed by the tenderer)**
Business owned by 51% or more - **Black People**	• CSD • ID copy of owner/s of the business	5	
Business owned by 51% or more by – **Black Youth**	• CSD • Valid B-BBEE Certificate/Affidavit Sworn under oath, • ID copy of owner/s of the business and Shareholder's certificate	5	
SMMEs (An EME or QSE)	• CSD • B-BBEE Certificate/ Affidavit Sworn under oath	5	
Enterprises located within the City of Johannesburg Metropolitan Municipality	• CSD and proof of municipal account/ Lease Agreement	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: …… ……

9. AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority **by signing or attaching to this form** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

" By resolution of the board of directors passed on _____ 20_____

Mr _____ has been duly authorized to sign all documents in connection with the Tender for Contract _____

No_____ and any Contract, which may arise there from on behalf of _____

Signed on behalf of the company:_____

In his capacity as:_____

Date:_____

Signature of signatory:_____

WITNESSES:

1. _____

2. _____

_____

SIGNATURE (S) OF BIDDER (S)

DATE: _____

ADDRESS: _____

_____

_____

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution).....in accordance with the requirements and task directives / proposals 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 date of the 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);
   - Filled in task directive/proposal;
   - 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 services 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 fulfilment 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 ……..……

……..……

DATE:……

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as .....accept your bid under reference number ……..……dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….……

2 …..…….

DATE:……

Joburg Market (SOC) Ltd

Heidelberg Road PO Box 86007 Tel +27(0) 11 992 8000

City Deep
Johannesburg
2049

City Deep, JohanneEsb-muragil: info@joburgmarket.co.za
South Africa
2049

A world class African city

www.joburgmarket.co.za
www.joburg.org.za

MBD 8

DECLARATION OF BIDDER'S 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:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	• Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? • (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).**The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's websitewww.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____ _____

Signature **Date**

_____ _____

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;
b. 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
c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

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[3] 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.

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

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**

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 Joburg Market hereinafter referred to as "JM", 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 individual (bidder) communicating with JM 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 JM requires relate 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?

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

- Reporting initiatives to the City of Johannesburg Municipality;
- reporting to National Treasury all contracts awarded;
- 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 communications;
- complying with the law; and/or
- For a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will Joburg Market process personal information?

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

- directly from the individual;
- from service providers who provided with services or goods to JM;
- from JM'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 (trans border 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 JM'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.

5. Consent and Permission to process personal information:

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

- I understand that withholding of or failure to disclose personal information will result in JM being unable to perform its functions and/or any services or benefits I may require from JM.

- Where I shared personal information of individuals other than myself with JM 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 JM not responsible in respect of any claims by any other person on whose behalf I have consented, against JM 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 JM 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

n at any time, and should they wish to do so, must provide JM 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 JM agrees to same in writing. JM 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 JM Information Officer/SCM
- A copy of the full JM policy is available
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JM so that our records may be updated. JM 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 JM 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 JM,
- 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 JM's information officer and SCM in writing as soon as the breach is discovered

Name: _____ **Signature:**_____	**Date:**

GENERAL CONDITIONS OF CONTRACT

LEGISLATIVE FRAMEWORK .....

1. Principal Framework .....
   Municipal Entity .....
   Organ of State.....
   Municipal Finance Management Act.....
   Consumer Protection .....
   Tender Defaulters .....
   Corrupt Activities .....

INTERPRETATION AND DEFINITIONS .....

2. Interpretation.....
3. Definitions .....

TERMS AND CONDITIONS OF SUPPLY AND/OR SERVICE .....

4. Relationship between the Parties .....
5. Good Faith and Commitment to Ethical Conduct.....
6. Commencement, Duration and Renewal .....
7. Product Scope / Scope of Work .....
   Incidental Product / Services .....
8. Product Guarantee.....
9. Contractor Personnel .....
   Personnel Schedule .....
10. Payment and Pricing .....
    Increases .....
    Taxes and Duties .....
    Withholding and Set-Off .....
11. Performance Security.....
12. Performance Review and Contractual Penalties.....
13. Inspections, Tests and Analyses .....
14. Limited Exclusivity .....
15. Intellectual and Property Rights.....
16. Confidentiality, Non-Disclosure and Use of Contract Documents .....
17. Restraint.....
18. Cession and Assignment.....
19. National Industrial Participation (NIP) Programme .....
20. Indemnity and Insurance .....
21. Impossibility of Performance .....
22. Breach and Early Termination .....
23. Dispute Resolution .....
    Mediation .....
    Prescription .....
    Arbitrator .....
    Arbitration.....
24. Notices and *Domicilia*.....
25. Counterparts .....
26. Legal Advice and Costs.....
27. General .....

LEGISLATIVE FRAMEWORK

1. Principal Framework

The information contained under this heading summarises certain of the principal statutory provisions applicable to the transaction concluded between the Parties. It is included for information purposes only and should not be regarded as legal advice, it being incumbent upon the Contractor to familiarize itself with the legislative framework. These provisions apply at law and the Parties are not competent to exclude the operation thereof by mutual agreement. As such, no agreement, transaction or series of transactions concluded outside of or in contravention of the legislative framework and the procedures provided for therein shall be binding on the Parties notwithstanding the capacity or office held or undertakings given, in writing or otherwise, by the persons contracting on behalf of either Party.

Municipal Entity

1.1 Joburg Market is a municipal entity contemplated in section 1, read with sections 86B(1)(a)(i) and 86D(1)(a), of the Municipal Systems Act (32 of 2000), ("MSA"). It was established as such by the Greater Johannesburg Metropolitan Council (predecessor to the City of Johannesburg Metropolitan Municipality or "COJ") who procured, by virtue of the provisions of section 17D of the Promotion of Local Government Affairs Act (91 of 1983) the formation, registration and incorporation of its fresh produce market as the Joburg Market (SOC) Limited in terms of the Companies Act, with the COJ as its sole shareholder. Upon the foregoing and as required by the MSA, Joburg Market entered into a Service Delivery Agreement with the COJ in terms of which Joburg Market was appointed as an external mechanism for the delivery of a municipal service with the mandate to manage and operate the business of the fresh produce market and its assets.

Organ of State

1.2 As a municipal entity Joburg Market is an "organ of state" as defined in section 239 of the Constitution of South Africa (108 of 1996) read with section 1 of the Institution of Legal Proceedings Against Organs of State Act (40 of 2002).

Municipal Finance Management Act

1.3 Contracting with Joburg Market is subject, amongst others, to the Municipal Finance Management Act (56 of 2003) ("MFMA"), the MFMA Supply Chain Management Regulations (GN 868 in GG 27636 of 30 May 2005) ("SCM Regulations") and, specifically, Joburg Market's Supply Chain Management Policy made in terms of section 111 of the MFMA and regulation 2 of the SCM Regulations (collectively referred to as the "SCM Regulatory Framework"). In terms of the irregular expenditure provisions of the SCM Regulatory Framework, Joburg Market is prohibited from making any payment in relation to goods or services unlawfully or irregularly procured and/or rendered, notwithstanding that value might have been received.

Consumer Protection

1.4 The Consumer Protection Act (68 of 2008) does not, in terms of section 5(2)(a), apply to any transaction in terms of which goods or services are supplied to the State. However, section 5(5) stipulates that notwithstanding the foregoing exemption, those goods, and the importer or producer, distributor and retailer of those goods are nevertheless subject to, amongst others, the provisions of section 61. Section 61 sets out the liability of the producer and/or supplier for any harm caused wholly or partly as a consequence of a product failure, defect or hazard in any goods, irrespective of whether the harm resulted from any negligence on the part of the producer, importer, distributor or retailer, as the case may be. In terms of subsections 61(5)(c) and (d), harm for which the Contractor may be held liable includes any loss of, or physical damage to, any property of Joburg Market irrespective of whether it is movable or immovable including economic loss occasioned by such harm.

Competitive Behaviour

1.5 In terms of section 4(1)(b)(iii) of the Competition Act (89 of 1998) an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if bidders was involved in collusive bidding (or bid rigging). If bidders, based on reasonable grounds or evidence obtained by Joburg Market, have engaged such restrictive practices, Joburg Market may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties. If a bidders are found guilty by the Competition Commission Joburg Market may, in addition and without prejudice to any other remedy provided for in this Agreement or at law, invalidate the bid and/or terminate this Agreement in whole or part, and/or restrict the bidders from conducting business with the public sector for a period not exceeding ten (10) years.

Tender Defaulters

1.6 Where Joburg Market terminates this Agreement in whole or in part, it may decide to impose a restriction penalty on the Contractor by prohibiting the Contractor from doing business with the public sector for a period not exceeding 10 years. If Joburg Market intends imposing a restriction on a Contractor or any person associated with the Contractor, the Contractor will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Contractor fail to respond within the stipulated fourteen (14) days, Joburg Market might regard the intended penalty as not objected against and may impose it. Any restriction imposed on any person by the Accounting Officer of Joburg Market will, at the discretion of the Accounting Officer, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises, exercised or may exercise control over the enterprise of the first-mentioned person.

1.7 If a restriction is imposed, Joburg Market must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

1.7.1 the name and address of the Contractor and/or person restricted by Joburg Market;
1.7.2 the date of commencement of the restriction;
1.7.3 the period of restriction; and
1.7.4 the reasons for the restriction.

1.8 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

Corrupt Activities

1.9 If a court of law convicts a person of an offence under sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act (12 of 2004), the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

INTERPRETATION AND DEFINITIONS

2. Interpretation

This Agreement shall be governed and interpreted in accordance with the laws of the RSA; and

2.1 headings shall be read for the purpose of reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement.
2.2 words importing any gender include the others; the singular include the plural and vice versa and natural persons include created entities, other legal *personae* (corporate or un-incorporate) and the state and vice versa.
2.3 all provisions of this Agreement are severable from each other and any provision which is or may become unenforceable shall be ineffective to the extent of such unenforceability and shall

be treated as if not written and severed without invalidating the remaining provisions of this Agreement (or affecting the validity or enforceability of such provision in any other jurisdiction); the Parties who declare their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof and that this Agreement should be implemented or continue to be implemented, having regard to each Party's rationale and purpose in entering into this Agreement.

2.4 when any number of days is prescribed, these shall business days (unless days are described as calendar days in which event Saturdays, Sundays and public holiday's shall be included) reckoned exclusively of the first and inclusively of the last day.

2.5 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time thereafter.

2.6 the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

2.7 the rule of construction that a contract shall be interpreted against the Party principally responsible for the drafting or preparation of the contract, shall not apply.

2.8 any annexures, schedules, and/or documents ("appendices") referred to in this Agreement shall be deemed to be incorporated in and form an integral part hereof; in the event of a conflict between any appendices and this Agreement, the provisions of this Agreement shall prevail.

2.9 the termination of this Agreement shall not affect those of the provisions which provide that they shall operate after termination or which of necessity must continue to have effect thereafter notwithstanding that specific clauses do not expressly provide for such continuation.

2.10 any substantive provision imposing rights or obligations on a Party, notwithstanding that it is only in a definition clause, shall have effect as if it were a substantive provision in the body of this Agreement.

2.11 information supplied in the bidding documents shall be construed as material representations made by the Contractor, which induced Joburg Market to enter into this Agreement.

3. Definitions

Unless clearly inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings in this Agreement:

3.1 "Agreement" means this Agreement entered into between Joburg Market and the Contractor including the appendices and all documents included therein by reference.

3.2 "Annexure A" means the Contractor's tender to supply the Product or render the Services or works to Joburg Market in terms of the scope of work and on the terms and conditions, pricing and payment terms set out therein.

3.3 "Annexure B" means a copy of Joburg Market Supply Chain Management Policy in terms of which this Agreement and the bid was specified, evaluated, adjudicated and awarded.

3.4 "Annexure C" means, if applicable to the subject matter of this Agreement and the Contractor's obligations in terms thereof, the Contractor's Personnel Schedule.

3.5 "Annexure D" means, if applicable to services rendered at Joburg Market's premises by the Contractor, the Occupational Health and Safety Act Agreement entered into between the Parties in terms of section 37(2) of that Act.

3.6 "Annexure E" means, if applicable in terms of the scope of work, the Contractor's Project Plan delivered to Joburg Market within the time specified therefore.

3.7 "Annexure F" means, if applicable to the Product or the subject matter of this Agreement and read conjunctively with the Contractor's obligations in terms of the Consumer Protection Act, the express warranties provided by the Contractor in relation to the Product.

3.8 "Annexure G" means a copy of the regulation 36 deviation approved by the Accounting Officer (Chief Executive Officer) of Joburg Market in the event that in the procurement of this

Agreement the official procurement processes was dispensed with based on an exceptional circumstance allowed by the SCM Regulatory Framework.

3.9 “Closing Time” means the date and hour specified in the bidding documents for the receipt of bids.

3.10 “Commencement Date” means, notwithstanding the Signature Date, the date specified in the Contract Schedule.

3.11 “Confidential Information” means including this Agreement, Joburg Market’s trade secrets, processes, techniques, methods, designs, products and organisational and other structures employed in its business, the contractual and financial arrangements with its suppliers, customers, employees, clients and other business associates, its financial details including its results, details of the prospective and existing clients, customers and employees, its business strategies, general modus operandi, client information including its customer lists and customer contact details, price lists, employee remuneration and salary packages, medical and/or patient information, computer programs and information systems, policies and procedures, diagnostic tools, data, diagrams, reports including incidents, incident reports, electronic and other visual and audio recordings, related statistics, specifications, charts, studies and Intellectual Property, know-how, trade and any other similar information all of which is, by its nature, confidential and/or proprietary to Joburg Market and its business.

3.12 “Contractor” means the incorporated entity, consortium, and partnership or individual who is the service provider, supplier or seller in terms of this Agreement, identified as such in the Contract Schedule; howsoever the Contractor may be legally constituted or formed.

3.13 “Contract Period” means the period set out in the Contract Schedule.

3.14 “Contract Price” means the price payable to the Contractor under this Agreement for the full and proper performance of its contractual obligations specified in the Contract Schedule.

3.15 “Corrupt Practice” means the offering, giving, receiving, or soliciting of a thing of value to influence the action of a public official in the procurement process or in the execution of this Agreement.

3.16 “Countervailing Duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

3.17 “Country of Origin” means the place where the Product was mined, grown or produced or from which the services are supplied.

3.18 “CPI” means the headline consumer price index (for all urban areas) annual inflation rate, or such amended or replacement index, as published monthly by Statistics South Africa in Statistical Release P0141, available from <http://www.statssa.gov.za>.

3.19 “Default Interest” means interest chargeable in terms of this Agreement to unpaid amounts or outstanding obligations which interest shall be calculated, from the due date until date of payment, on a daily balance and compounded monthly in arrear at an annual rate of two percent (2%) above the prevailing, variable prime rate publicly quoted by ABSA Bank Limited from time to time.

3.20 “Delivery” means delivery of the Product (and a reference to the rendering any service or executing any works) inclusive of necessary clearing, documentation, carriage (through whatsoever mode), insurance, licensing, unloading, installation and commissioning in operational working order at the store, site or premises of Joburg Market (which shall, unless the contrary is agreed in writing, be performed, conducted and/or delivered in accordance with Joburg Market’s usual policies and procedures), the Contractor bearing all the risks and charges in the Product until completion of delivery is confirmed in writing by Joburg Market.

3.21 “Delivery Period” means that period agreed in writing between the Parties in relation to Delivery of the Product or parts thereof by the Contractor, any delay in which shall be deemed a breach of this Agreement and entitle Joburg Market to exercise its remedies in terms of this Agreement or at law.

3.22 “Dumping” means a private enterprise resident outside of the RSA market its goods on own initiative in the RSA at lower prices than that of the Country of Origin and which have the potential to harm the local industries in the RSA.

3.23 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of this Agreement to the detriment of any bidder or Joburg Market, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

3.24 “Intellectual Property” means collectively, patents, copyright, trademarks, logos, style names, slogans, designs, models, methodologies, inventions, software object code or programme interface and/or structure, and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain, use or for their protection) which are used or held, whether or not currently, in connection with Joburg Market’s business and includes the Confidential Information and, “know-how” being ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes and methods used in connection with Joburg Market’s business, and, all available information regarding marketing and promotion of the goods and services of Joburg Market, and, all and any modifications or improvements to any of them.

3.25 “Joburg Market” means Joburg Market (SOC) Limited (trading as Joburg Market), a corporatized municipal entity incorporated in terms of the laws of the RSA under registration number 2000/023383/07 and with VAT registration number 4840195038, with its *domicilium citandi et executandi* situated at The Office of the CEO, 3rd Floor, Main Building, Joburg Market, 4 Fortune Road (off Heidelberg Road), City Deep, 2049, Johannesburg.

3.26 “Imported Content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the RSA place of entry as well as transportation and handling charges to the factory in the RSA where the Product covered by the bid will be manufactured.

3.27 “Local Content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

3.28 “Order” means an official written order or requisition issued for the supply of the Product.

3.29 “Parties” mean the Contractor and Joburg Market and “Party” shall mean that one of them be indicated by the context.

3.30 “Product” means, depending on the subject matter of this Agreement, either or both of:

3.30.1 “Goods” e.g. plant, equipment, machinery, manufactured items and/or other materials or combined works that the Contractor is required to supply to Joburg Market including (where usually, logically or of right or common practice) ancillary services such as installation, commissioning, provision of technical assistance, after sales support, warranty services etc. and/or

3.30.2 “Services” e.g. those functional, consulting and/or professional services or combined works the Contractor as service provider is required to render to Joburg Market including (where usually, logically or of right or common practice) ancillary goods such as spare parts, packing, documents, manuals, reports etc.).

3.31 “RSA” means the Republic of South Africa as defined in section 1 of the Constitution of the Republic of South Africa (108 of 1996).

3.32 “Signature Date” means the date of the on which this Agreement, or any other document in relation thereto, is signed by the Party signing it last in time on the last date in time.

3.33 “VAT” means Value-Added Tax defined and levied in terms of the Value-Added Tax Act (89 of 1991) and unless stated to the contrary, all amounts quoted in this Agreement are quoted exclusive of VAT.

TERMS AND CONDITIONS OF SUPPLY AND/OR SERVICE

4. Relationship between the Parties

4.1 The Contractor shall fulfil its obligations in terms of this Agreement as an independent contractor to Joburg Market and not as an employee, labour broker, agent, partner (whether in

consortium or joint venture) of Joburg Market; and, neither it nor any of its employees shall hold itself/themselves out as being the same.

4.2 In addition, save as set out herein, neither Party shall be entitled to bind the other Party to any representation, obligation or promise of any nature whatsoever, pledge the credit of the other or incur any liability on behalf of the other Party or purport to do so.

5. Good Faith and Commitment to Ethical Conduct

5.1 The Parties commit to ethical business conduct and undertake to exercise and display the utmost good faith to one another in giving effect to the terms of this Agreement.

5.2 Without limiting the generality of the foregoing the Parties undertake not to accept, offer, induce, permit or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as a bribe or an attempt to otherwise exert undue influence over the recipient.

5.3 The Parties will use their best endeavours to prevent their officers, employees, agents and contractors from doing any of the foregoing; or, to otherwise act in a manner which a reasonable and informed person would regard as unethical or do anything which could reasonably be expected to damage or diminish the reputation or business image of the other.

6. Commencement, Duration and Renewal

6.1 This Agreement shall commence on the Commencement Date and endure for the Contract Period, delimited in terms of time and/or the expenditure of a particular amount, as set out in the Contract Schedule.

6.2 In the event that the Contractor's obligations is to be performed in terms of a project plan or in phased or other manner, the same shall be set out in a separate annexure.

6.3 Unless provision is made for renewal in the Contract Schedule, this Agreement shall terminate on the expiry of the Contract Period unless terminated earlier in terms of this Agreement or at law. Any renewal shall be conditional upon the subject matter of this Agreement being susceptible for renewal and, the proper performance by the Contractor of its obligations during the initial Contract Period.

6.4 However, notwithstanding anything to the contrary contained in this Agreement or any terms contained in any document produced whether in relation to this Agreement of otherwise by Joburg Market or the Contractor, any renewal of this Agreement shall at all times:

6.4.1 remain within the discretion and at the option of Joburg Market,

6.4.2 be express and in writing, and

6.4.3 executed no sooner than three (3) months before and no later than the termination date.

7. Product Scope / Scope of Work

The relevant part of Annexure A shall apply in relation to the description, quality and quantity of the Product (goods, services, works or any combination thereof) to be delivered to Joburg Market in terms of this Agreement.

7.1 The Product shall conform to the standards, specifications and/or scope of work set out in the bidding documents and, where applicable, be packed in a manner designed to prevent damage or deterioration during transit to its final destination / Joburg Market, which packing, marking, case size, weights and documentation both inside and outside the packaging shall:

7.1.1 be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

7.1.2 take into consideration, where appropriate, the location of the Product's final destination and the absence of heavy handling facilities at all points in transit.

7.1.3 comply strictly with such special requirements expressly provided for in the bidding documents and in any subsequent instructions ordered by Joburg Market.

Incidental Product / Services

7.2 The bid documents may require that the Contractor provide any or all of the following incidental Product (services, goods or works including materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor or its principal):

7.2.1 performance or supervision of on-site assembly and/or commissioning of the Product.
7.2.2 furnishing of tools required for assembly and/or maintenance of the Product.
7.2.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the Product.
7.2.4 performance or supervision or maintenance and/or repair of the Product, for a period agreed by the Parties, provided that this shall not relieve the Contractor of any warranty obligations under this Agreement.
7.2.5 training of Joburg Market's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Product.
7.2.6 such spare parts as Joburg Market may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under this Agreement and advance notification to the discontinuation of any particular model of Product, spare parts etc. in sufficient time to permit Joburg Market to procure needed requirements.

7.3 Prices charged by the Contractor for incidental Product and/or services, if not included in the Contract Price, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

8. Product Guarantee

8.1 The Contractor warrants that the Product shall be fit for the intended purpose of use and free of defect, arising from design, materials, or workmanship (except when the design and/or material is required by Joburg Market's specifications) or from any act or omission of the Contractor and that it is new, unused, of the most recent or current model, and incorporates all recent improvements in design and materials unless provided otherwise in the bid documents.
8.2 Unless a more favourable Product warranty is offered by the Contractor or warranty terms are expressly agreed between the Parties (refer annexures and Contract Schedule), this warranty shall remain valid for twelve (12) months after the Product have been delivered to Joburg Market or, for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.
8.3 Joburg Market shall notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, within the reasonable period specified therein and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to Joburg Market. If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in the notice, Joburg Market may proceed to take such remedial action as may be necessary at the Contractor's risk and expense and without prejudice to any other rights, which Joburg Market may have against the Contractor.

9. Contractor Personnel

The Contractor shall employ and provide all qualified and experienced personnel required to perform the Services and shall take all measures necessary and shall provide all materials and equipment necessary to enable personnel to perform their duties in an efficient, workmanlike and professional manner.

Personnel Schedule

9.1 If required in terms of this Agreement, the Contractor shall provide key persons or named personnel listed (including titles, job descriptions, qualifications and estimated periods of engagement) in a Personnel Schedule who will perform specific duties for periods of time indicated therein in the delivery of the Product; and shall forward same to Joburg Market for

approval within ten (10) days of the Signature Date or the Commencement Date (whichever is the earlier).

9.2 If at any time, a key person cannot be made available, the Contractor may engage a replacement who is equally or better qualified to perform the stated duty. Where the fees for the Product are time-based, the fee payable for a person provided as a replacement to a named key person shall not exceed that which would have been payable to the person replaced and the Contractor shall bear all additional costs arising out of or incidental to replacement of personnel.

9.3 Where the Contractor proposes to utilise a person not listed in the Personnel Schedule, it shall submit the name, relevant qualifications and experience of the proposed replacement person to Joburg Market for approval. Should Joburg Market not object in writing within ten (10) days of receipt of such notification, the replacement shall be deemed to have been approved by Joburg Market.

10. Payment and Pricing

The Contract Price shall be fixed and not vary from the Contractor's tendered prices with the exception of variations allowed in the tender document.

10.1 The method and conditions of payment (in South African Rand) to be made to the Contractor under this Agreement shall be specified in relevant part of Annexure A. Unless specified to the contrary in Annexure A, payment shall be made thirty (30) days from the end of the month in which the relevant invoice is received.

10.2 Notwithstanding the foregoing, payment shall at all times remain subject to such deductions / penalties as may be allowed in terms of this Agreement and the Contractor upon fulfilment of its obligations furnishing Joburg Market with an valid tax invoice accompanied by a copy of the delivery note, completion certificate or such other document as may be prescribed or customary given the subject matter of the Product delivered.

Increases

10.3 The Contractor shall not be entitled to increase its rates or prices to Joburg Market; however, in the event of an annual of multi-year agreement, the Contractor shall be entitled, on the anniversary of the Commencement Date, to increase its rate and/or prices to Joburg Market by an amount not exceeding CPI.

Taxes and Duties

10.4 The Contractor shall be entirely liable for all taxes, stamp duties, license fees, and other such levies imposed in relation to the Product / this Agreement, whether levied in the RSA or abroad, until the Product is delivered to Joburg Market.

Withholding and Set-Off

10.5 The Contractor shall not be entitled because of any (improvement) lien, set-off, counter-claim, abatement or other similar deduction to withhold delivery or hand-over of any of the Product under any circumstances including when same is disputed.

11. Performance Security

If specified in the bid documents, Joburg Market may within thirty (30) days of the Signature Date, require the Contractor to furnish Joburg Market with performance security in the amount specified in the bid documents (refer Contract Schedule), the furnishing of which shall be a resolute condition to the continued operation of this Agreement.

11.1 The performance security shall be denominated in South African Rand and shall be a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the RSA.

11.2 The bank guarantee shall be payable to Joburg Market on demand, in whole or in part, as either contractual penalties or, as compensation for any loss resulting from the Contractor's failure to comply with its obligations under this Agreement.

11.3 The performance security will be discharged by Joburg Market and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's obligations under this Agreement, including any warranty obligations, unless otherwise specified.

12. Performance Review and Contractual Penalties

The Contractor's performance of its obligations in terms of this Agreement may be monitored and evaluated by Joburg Market in terms of its performance measurement criteria and contract management systems from time to time against the requirements of this Agreement. In the event that the Contractor's performance is at any time, in Joburg Market's reasonable opinion:

12.1 not carried out in accordance with this Agreement and/or any instruction to rectify any performance shortcoming, whether or not the obligation arose as a result of a breach of this Agreement or a performance evaluation, or

12.2 of a quality not in conformance with the specifications that places the objectives of this Agreement or Joburg Market's public service delivery mandate at undue risk, or

12.3 represents a performance shortcoming or delay or a series or trend of such shortcomings or delays which is likely to continue or recur,

Joburg Market shall at its discretion and with reservation of Joburg Market's rights in terms of this Agreement and its remedies at law to:

12.4 suspend the Contractor and at the Contractor's cost take or cause corrective action and/or take over the rendering of the services / supply of the goods in whole or in part (itself or through another party) to the extent and for the time deemed necessary to remedy or rectify the performance shortcomings or delays, or

without prejudice to claim damages in lieu of the following and/or Joburg Market's right to terminate this Agreement, to deduct from any payments due and payable to the Contractor:

12.5 a contractual penalty, calculated on the delivered price or Contract Price of the delayed goods or underperformed services, per instance, in an amount equal to the Default Interest pro-rated per day of delay or as a percentage of underperformance, and/or

12.6 calculated as the reasonable cost of repair or replacement, any damage to Joburg Market's property, plant, equipment and/or infrastructure attributable to the wilful or negligent actions and/or omissions of the Contractor.

13. Inspections, Tests and Analyses

13.1 All pre-bidding testing will be for the account of the bidder / Contractor. If it is a bid condition that Product to be produced or rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Contractor shall be open, at all reasonable hours, for inspection by a representative or nominee of Joburg Market.

13.2 If there are no inspection requirements indicated in the bidding documents but during the Contract Period Joburg Market in its discretion decide that inspections shall be carried out, the Contractor shall make the necessary arrangements, including payment arrangements with the testing and/or certification authority concerned. If the results of the foregoing inspections, tests and/or analyses reflects that the Product is:

13.2.1 in good order and/or complies with the bid requirements, the cost of the inspections, tests and analyses shall be defrayed by Joburg Market, or

13.2.2 defective and/or does not comply with the bid requirements, tests and analyses shall be defrayed by the Contractor.

13.3 Joburg Market shall, irrespective of whether defective and/or non-compliant Product was previously accepted by it, be entitled to reject the same based on the inspections, tests and/or analyses result.

13.4 Any Product may on or after (subject to the Product guarantee) Delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of this Agreement. Such rejected Product shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at its own cost and forthwith substitute them with Product which do comply with the requirements of this Agreement. Failing such removal, the rejected Product shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute supplies forthwith, Joburg Market may, without giving the Contractor further opportunity to substitute the rejected Product, purchase such Product as may be necessary at the expense of the Contractor.

13.5 Joburg Market's right (whether personally or through a third party) to test, inspect, analyse or certify the Product and the remedies set out above, shall be without prejudice to Joburg Market's right to terminate this Agreement for breach, impose contractual penalties or to claim damages in lieu of the penalty.

14. Limited Exclusivity

The appointment of the Contractor by Joburg Market is on an exclusive basis and Joburg Market shall for the duration of this Agreement obtain all of the Product listed in the scope of work from the Contractor, subject thereto that:

14.1 the Contractor is not in default of its obligations in terms of this Agreement, failing which the exclusivity afforded to the Contractor shall end and Joburg Market shall be free to conclude contractual arrangements with third parties.

14.2 no provision in this Agreement shall prohibit the procurement of similar Product from a national department, provincial department, or a local authority; or, outside of this Agreement in small quantities or to have minor essential Product executed if an emergency arises which in Joburg Market sole discretion cannot timeously be delivered / rendered by the Contractor.

15. Intellectual and Property Rights

15.1 In respect of the Product any of the same that are either transferred or rendered to Joburg Market under this Agreement, including without limitation the items listed in the scope of work (if any) or any part of them, the Contractor warrants, to the best of its knowledge, that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Joburg Market it will have full and unrestricted rights to sell and transfer the Product. For the avoidance of doubt, it is recorded that any Intellectual Property Rights created prior to the Commencement Date or the Signature Date (whichever is the earlier), shall vest exclusively with the Party who created same and this Agreement does not transfer to the receiving Party title to any Intellectual Property Rights so vested.

15.2 The Contractor hereby indemnifies Joburg Market against losses arising directly out of any claim brought by a third party that operation, possession or use of the Product in accordance with the terms of this Agreement infringes an RSA patent or copyright or is subject to claims of misappropriation of trade secrets protected by RSA law. Where any Product become the subject of any such claims, the Contractor may, in consultation with Joburg Market, choose to either at the Contractor 's cost to:

15.2.1 obtain the right of use of the Product if commercially practicable, or

15.2.2 replace or modify the Product to avoid the claim of infringement, or

15.2.3 require that Joburg Market cease use of the item of Product and return it to the Contractor / supplier, in which case the Contractor shall refund Joburg Market the consideration paid by Joburg Market for that item of Product and any additional costs incurred by Joburg Market in relation to such return including the costs of obtaining reasonably similar replacement Product.

15.3 This indemnity shall not apply if such claim is made by a parent, subsidiary or affiliate of Joburg Market or Joburg Market's holding company, or results from any modification, alteration, repair or addition made by Joburg Market to the Product to the extent that if it were removed, the infringement or violation would cease, or arises out of the use by Joburg Market of the Product in combination with any other product, service or materials.

16. Confidentiality, Non-Disclosure and Use of Contract Documents

16.1 All of Joburg Market's Confidential Information, Intellectual Property and know-how received by or exchanged with the Contractor, shall be kept confidential and not disclosed by the Contractor to any person other than a person employed by the Contractor in the performance of this Agreement. Disclosure to employed persons shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance and the Contractor shall take all reasonable steps to minimise the risk of disclosure.

16.2 Notwithstanding the foregoing, the Contractor may disclose Confidential Information to its own professional advisers and, if required to do so by law or any applicable regulatory requirement or requested to do so by any regulatory body to whose jurisdiction the Contractor is subject or with whose instruction it is customary to comply.

16.3 All documents produced in the course of this Agreement or in relation thereto, shall remain or become, as the case may be, the property of Joburg Market and Joburg Market shall be entitled to require the return (all copies) to Joburg Market on completion of the Contractor's performance

16.4 The Contractor's confidentiality and non-disclosure obligations shall endure indefinitely beyond the termination of this Agreement until such Confidential Information enters the public domain.

17. Restraint

17.1 The Contractor undertakes in favour of Joburg Market that it shall not during the currency of this Agreement nor for a period of one year after its termination (for whatsoever reason) in any manner entice away, offer employment to or employ whether directly or indirectly, alone or jointly any of Joburg Market's employees in any capacity including that of advisor, agent, consultant, director, employee, financier, manager, member of a close corporation, member of a voluntary association, partner, proprietor, or trustee unless the express, prior written consent of Joburg Market is obtained thereto.

18. Cession and Assignment

18.1 The Contractor shall not without Joburg Market's prior written consent being obtained, which consent shall not unreasonably be withheld, be entitled to cede, assign, transfer, make over or otherwise part with or encumber its rights and/or obligations under this Agreement. When requesting such consent, or at any time thereafter, the Contractor shall notify Joburg Market in writing of all subcontracts awarded under this Agreement. Such notification shall not relieve the Contractor from its liability or obligation under this Agreement.

19. National Industrial Participation (NIP) Programme

19.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

20. Indemnity and Insurance

20.1 The Contractor hereby indemnifies Joburg Market and agrees to keep it indemnified and hold it harmless against any loss or claim, including claims for damage to equipment or property or, personal injury resultant disability or, loss of profit, income or opportunity, howsoever caused and whether general or special, direct or consequential (collectively "any loss"), either on or about the premises of Joburg Market, including by or in relation to third parties arising out of this Agreement or the Product delivered, rendered or manufactured pursuant thereto.

20.2 The Contractor shall maintain a paid up policy of public liability insurance suited to the risks inherent to its business and the possible exposures it may encounter in the execution of this

Agreement. The Contractor shall be obliged to notify Joburg Market of any claims made against the said policy.

21. Impossibility of Performance

21.1 No Party shall be responsible to the other for its failure to perform or any delay in performing any obligation under this Agreement in the event and to the extent that such failure or delay is caused by impossibility of performance ("Force Majeure"). For the purposes of this Agreement, Force Majeure shall mean any circumstance which is beyond the reasonable control of the Party giving notice of Force Majeure ("the affected Party"), which may include but will not be limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, blockage, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightening or other adverse weather condition, epidemic, quarantine, accident, acts or restraints of government imposition, or restriction of or embargoes in imports or exports.

21.2 Notwithstanding the foregoing, the following shall in no circumstances be treated as an event of Force Majeure:

21.2.1 a labour dispute, strike or lockout that could have been averted had the Contractor reasonably acceded to the demands made of it.

21.2.2 economic distress and/or inability to meet a payment because of a lack of funds or exchange rate fluctuation.

21.2.3 breakdown or damage to Contractor equipment and/or other machinery.

21.3 The affected Party shall give notice to the Party not so affected ("the other Party") immediately upon the occurrence of an event of Force Majeure. If the event that the Force Majeure is of such a nature that it will:

21.3.1 result in impossibility of performance of an obligation going to the root of the agreement, the other Party shall be entitled on receipt of notice of the Force Majeure event to terminate this Agreement upon notice to the Affected Party but shall not be entitled to recover any damages, which it may suffer as a result of premature termination.

21.3.2 not result in impossibility of performance of the obligation in question but will delay its performance, the affected Party shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both Parties, provided that if any Force Majeure event persists for a period in excess of three Months the other Party shall be entitled to terminate this Agreement forthwith but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

22. Breach and Early Termination

22.1 Should a Party breach any of its obligations in terms of this Agreement and fail to remedy such breach within ten (10) days from receipt of a written notification calling upon such Party to do so, the aggrieved Party shall, without prejudice to any other right or remedies which it may have, be entitled to cancel this Agreement without further notice being required.

22.2 Notwithstanding the foregoing and in addition to any other recourse Joburg Market may have, Joburg Market shall be entitled (without prior notice to remedy any particular breach having been given or being required) to cancel this Agreement forthwith on written notice should any of the following events occur:

22.2.1 The Contractor and/or its officials, employees and/or representatives commit any crime of which dishonesty is an element against Joburg Market or maliciously destroys the property of Joburg Market or take any violent, abusive, coercive or threatening action against any person whilst on the Property or in relation to customers, Contractors or suppliers of Joburg Market or collude in such conduct.

22.2.2 The Contractor repudiates this Agreement by acting, or omitting to act, in a manner that reasonably demonstrates to Joburg Market the Contractor's intention not to be bound by this Agreement.

22.2.3 Any composition, compromise or arrangement with the creditors of the Contractor and/or procedure taken in relation to the suspension of payments, moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation by way of arrangement or otherwise of the Contractor including the appointment of a liquidator, administrator, judicial manager other than where such action is dismissed, withdrawn or discharged within ten (10) days of being brought or, if demonstrated to the satisfaction of Joburg Market, within that ten-day period, that such action is frivolous or vexatious and is being contested by the Contractor.

22.2.4 The Contractor suspends or ceases to carry on, or threatens to suspend or cease to carry on, all or a material part of its business activities or, whether or not it has acted as aforesaid, abandons any works at Joburg Market's premises or the particular site of work.

23. Dispute Resolution

Save in respect of those provisions of this Agreement which provide for their own remedies or disputes which would be incompatible with arbitration, any dispute which arises and cannot be resolved by the operational personnel of the Parties shall be resolved through a process of alternative dispute resolution in accordance with the procedure set out below:

Mediation

23.1 In the event that the operational personnel of the Parties, acting within the scope of their (delegated) authority, are unable to resolve a dispute, that dispute shall be referred to a joint committee comprising of the Chief Executive Officer of each of the Parties (or their suitably authorised alternate or nominee) who will use their reasonable commercial endeavours to resolve the dispute within twenty (20) days of the dispute having been referred to them; however, should the joint committee be unable to resolve a dispute within that time period, any Party shall have the right to demand that the dispute be referred for determination by an arbitrator agreed on by the Parties.

Prescription

23.2 The Parties agree that upon the failure to reach a mediated resolution that a written demand given by either Party to submit such a dispute in terms of this clause to arbitration is to be deemed a legal process for interrupting extinctive prescription in terms of the Prescription Act (68 of 1969).

Arbitrator

23.3 The arbitrator shall be, if the matter in dispute is principally:

23.3.1 an accounting matter - independent auditors agreed between the Parties or, failing such agreement within five (5) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the president for the time being of the South African Institute of Chartered Accountants (or its successor body), whereupon the Parties shall forthwith appoint such person as the arbitrator,

23.3.2 any other matter - an impartial attorney or advocate of not less than ten (10) years' standing agreed between the Parties or, failing such agreement within five (5) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the president for the time being of the Law Society of the Northern Provinces (or its successor body), whereupon the Parties shall forthwith appoint such person as the arbitrator,

23.4 Should the Parties to the dispute fail to agree whether the dispute is principally an accounting or any other matter within five (5) business days after the arbitration was demanded, the

matter shall be deemed to be any other matter and the provisions in relation to "any other matter" shall apply.

23.5 Should any person appointed to do so fail or refuse to nominate an arbitrator, either Party may approach any court having jurisdiction to make such appointment and, to the extent necessary, such court is expressly empowered to do so.

23.6 The arbitrator shall:

23.6.1 have power to open up, and review any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision or notice had been issued.

23.6.2 be obliged to give his award in writing fully supported by reasons and shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.

Arbitration

23.7 The arbitration shall be conducted in accordance with, save as set out herein, the Commercial Rules of the Arbitration Foundation of Southern Africa:

23.7.1 held with only the Parties and their representatives present thereat at Johannesburg unless mutual agreement on an alternative place is reached between the Parties; and

23.7.2 where possible, be concluded in twenty (20) days after it has been demanded and the Parties shall use their reasonable commercial endeavours to procure the expeditious completion of the arbitration.

23.8 The evidence, representations, transcript and information generally made available during the course of the arbitration and/or arbitrator's award constitute Confidential Information and shall be treated as such.

23.9 The costs of the arbitrator and the incidental costs of the arbitration shall be borne equally by the Parties to the dispute subject thereto that the arbitrator shall be competent to make any interim and/or final order as to the costs, or parts thereof, as he deems appropriate.

23.10 The award of the arbitrator shall be final and binding on the Parties and any Party shall be entitled to apply to a competent court to have the award made an order of court.

23.11 Nothing under this heading shall prevent any Party from seeking urgent relief in the High Court of South Africa.

24. Notices and Domicilia

24.1 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. The addresses of the Parties set out in the Contract Schedule shall be the Parties' chosen as its *domicilium citandi et executandi.*

24.2 A Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address provided that the change shall become effective on the tenth day from the deemed receipt of the notice by the other Party.

24.3 Any notice to a Party, and it shall be competent to give notice by fax and email, unless the contrary is proved, deemed to have been received if delivered by:

24.3.1 registered post to the Party's postal address, on the tenth (10th) Day after posting;

24.3.2 hand to a responsible person during ordinary business hours at the Party's physical address, on the date of delivery; or

24.3.3 fax to its usual fax number, on the date of dispatch.

24.3.4 email to its usual email address, on the date of dispatch.

24.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi* or its usual fax number or email address.

25. Counterparts

25.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute the same agreement as at the Signature Date of the Party last signing one of the counterparts.

26. Legal Advice and Costs

26.1 The Parties acknowledge that the provisions of this Agreement are fair and reasonable in the circumstances and in accordance with the Party's intentions and they had been free to secure legal and professional advice as to the nature and effect of the provisions of this Agreement and that it had either taken such advice or dispensed with the necessity of doing so and, each Party will bear its own costs incidental to the negotiation and preparation of this Agreement

26.2 In the event of a dispute arising between the Parties, the guilty Party shall be liable to the innocent Party for any costs, including attorney and client costs, the cost of expert witnesses, advocates costs as on brief and any other professional costs incurred by a Party arising out of the breach by a guilty Party of any of the provisions of this Agreement.

27. General

27.1 This Agreement constitutes the whole agreement between the Parties and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

27.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement or other document executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties.

27.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

27.4 The Parties are in express agreement that it is not the intention of any Party to violate any public policy, statutory or common law, and that if any sentence, paragraph, clause or combination of the same is in violation of the law of the RSA, such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and this Agreement shall remain binding upon the Parties hereto.

I _____(full name) the undersigned hereby certify that I've read the content of the general conditions of contract and accept the conditions herein.

_____ _____

Signature **Date**

_____ _____

Position **Name of Bidder**

SECTION 1: SPECIFICATIONS

1.1. BACKGROUND / TERMS OF REFERENCE

Joburg Market (JM) views its employees as the most valuable assets. We pride ourselves as an organization that offers high-quality health and wellness services to our employees. It is our view that "A healthy worker is a productive worker", thus contributing to the Company Human Resources Strategy.

The appointed service provider will be required to provide comprehensive/ integrated occupational health services which would amongst others include the provision of an experienced Occupational Medical Practitioner to conduct workplace risk assessment, clinical occupational health, advice on fitness to work and primary health support. The service provider should also be able to have access to an occupational therapist.

SCOPE OF WORK

Within this context, the service provider will be responsible for, but not limited to:

The appointed service provider will mainly provide the occupational health services which would amongst others include the Occupational Medical Practitioner, Occupational Therapist on an as and when required basis, as detailed below.

I. The Occupational Health Medical Practitioner will be required weekly for a four (04) hour session.

II. The key service required is that of the Occupational Medical Practitioners (Doctor) who will perform a support service to the existing team of JM Occupational Health Nurses who provide day-to-day Health services within Joburg Market.

III. The provision of the occupational health services will be available to all employees of Joburg Market estimated to be approximately 500 members including EPWP's and COJ insourced cleaners.

5.1. Integrated Health Service offering (Deliverables)

Occupational Medical Practitioner (OMP)

- The OMP will participate and assist with the implementation, monitoring, review and update / development of policies, procedures, protocol and other guidelines in accordance with the relevant health / medical legislation / regulations and other standards (i.e. National Health Protocols, Emergency Protocols, OHSA and relevant Regulations, COIDA, Disaster Management Act etc.) and any other matter connected therewith.
- Assist with the development of Incapacity support / Disability Management Programmes/ Chronic Disease Management Strategy and provide advisory role to JM management with matters relating to Incapacity/ Disability Management/ Chronic Disease Management, in line with all relevant health protocols / standards.
- Participate in Health Promotional and Preventative Strategy; support the Employee Lifestyle Programme/s, Employee Rehabilitation Programmes etc.
- Review the shift work plan: Review and recommend a guideline for Shift Work (i.e. fatigue management plan; health measures for Night Shift Workers).
- Assist with the development of JM customized Occupational Health policies and standard operating procedure in line with all relevant health protocols / standards.
- Review, Plan and Design the Medical Surveillance Programmes and other relevant programs for Joburg Market.
- In consultation with the JM Occupational Health Nurses, analyze and monitor chronic illnesses, emerging organizational health Risks and report to Management.
- Input on monthly Wellness Health Articles (e.g. health promotional articles) and support the in-service training for JM Wellness / Clinic staff.
- Provide monthly and quarterly reports to JM management.

5.2. **Workplace Risk Assessments**

- The appointed service provider shall also be responsible for conducting Occupational Health Risk Assessments, a systematic assessment of Joburg Market's activities and processes to determine the probability of harmful events and the extent of potential harm to the health and safety of employees.
- Participate in the process of conducting a health Risk Assessment.
- Conduct work process reviews and give advice to business.
- Develop a Workplace Risk Exposure Profile – documented profile of risks for a targeted work area (i.e. Trading Halls, Complimentary services, Consignment control).
- Formulation of the programme and periodic review of the Minimum Standards of Fitness – these are Occupation specific inherent requirements.
- Participate in Occupational Hygiene Surveys and other relevant audits (inspections / walkabouts and/or provide advice on the implementation of hygiene survey outcomes).
- As and when required advice on requirements on Ergonomics and Office hygiene as per legislation & policy.

5.3. **Clinical Occupational Health**

Working in consultation with JM Occupational Health Nurses to conduct health examinations referrals as per OHSA 85 of 1993 and Regulations.

a) Pre-placement Medicals.
b) Exit Medicals.
c) Periodic Medicals.
d) Driver Medicals.
e) Transfer Medicals and others (as per need identified).

5.4. Advice on fitness to work

The services shall include the following:

- Facilitate process of early return-to-work assessments to authorize the resumption of work after a long absence due to illness (Employee Rehabilitations), as per Occupational Therapist recommendations.
- Assessments for temporary or total disability/ ill- health retirements, in collaboration with the Treating Health Specialist' recommendation.
- Advise management on Occupational Health related matters and intervention mechanisms.

    - Determine if employees are medically fit to perform specific tasks.
    - recommend restrictions or adjustment where necessary.
    - Recommend modified duties or adjustment.

5.4.1. Diagnosis and management of occupational disease and injuries.

- Diagnose work-related illnesses. (e.g. occupational asthma, hearing loss).
- Treat and refer employees for further management.
- Ensure proper documentation for compensation or legal purposes.

5.4.2. Health promotion and education.

- Support wellness programs (e.g. smoking cessation, stress management).
- Educate employees on occupational health risks and safe practices.
- Promote healthy lifestyles in the workplace.

5.4.3. Workplace monitoring and advisory role

- Advice management on occupational health policies and procedures.
- Participate in safety committees.
- Ensure compliance with occupational health legislations (e.g. occupational health and safety act).

5.4.4. Incident investigation

- Assist in investigating workplace accident or disease outbreaks.

- Identify root causes and recommend preventive measures.

5.4.5. Record keeping and reporting

- Maintain confidential medical records of employees.
- Report notifiable occupational diseases to relevant authorities.
- Analyse health data to identify trends and risks.

5.5. Support the Provision of High-Quality Primary Health Care (PHC) Service

- Assist with the Primary Health Services – i.e. treatment of chronic and acute diseases by the Occupational Medicine Practitioner (referrals).
- Support in-house emergency treatment plan in case of an injury or disease.

5.6. Emergency preparedness

Assist JM to prepare for medical emergencies and occupational incidents by:

- Identifying workplace health risks vulnerable employees.
- Participating in hazard identification and risk assessment.
- Developing medical emergency response plans.
- Advising on workplace first-aid requirements.
- Assisting with disaster preparedness plans for fire, chemical spills, explosions, infectious outbreaks, or toxic exposure
- Ensuring emergency equipment and medical suppliers are available and suitable.

5.7. Specialist doctors' consultation

- Provision of specialist doctors' consultations as and when required depending on the nature and complexity of the condition presented.

The specialist may include but not limited to:

- Pulmonologist
- Cardiologist
- Ear nose and Throat (ENT)

- The specialists will provide consultations, assessments, second opinions, and recommendations.

5.8. Service Schedule

5.8.1	**Occupational Medicine Practitioner (OMP) = 4 hours per week**
5.8.2	**Specialist Doctor's consultation as and when required**

SECTION 2: EVALUATION REQUIREMENTS

Please note that failure to meet the requirements or to lodge the following documentation and/or proof thereof may lead to an immediate disqualification:

2.1. ADMINISTRATIVE REQUIREMENTS (RETURNABLES)

a) Completed and signed MBD 1, 4, 6.1, 7.2, 8 and 9
b) General Condition of Contract (GCC) must be signed
c) All pages of the document must be initialled
d) Completed and signed consent and acknowledgments form in terms of the Protection of **Personal Information Act (Act 04 of 2013) as amended**
e) Rates and taxes account not older than three months or signed lease agreement

f) Proof of JV bank account (if applicable)
g) Copies of share certificates (if applicable)

2.2. MANDATORY REQUIREMENTS

An administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed and/or attached such a bid will be eliminated from any further evaluation

a) Registration on the National Treasury Central Supplier Database illustrating required compliance 1,2 and 3 below

Or

1. Submission of a compliant Good Standing TCS, or a Tender TCS or alternatively supply the unique pin number to access the Tax Compliance Status
2. Proof of company registration documents.
3. I.D. copies for directors/shareholders

b) Attendance of the compulsory briefing session
c) Professional Indemnity Insurance
d) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Valid Tax Compliance Status Certificate and/or SARS issued pin code (which will be verified)
e) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
f) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required where one or more of B-BBEE elements is indicated as a Specific Goal.
g) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.

2.3. EVALUATION CRITERIA

The tender document includes functionality as evaluation criteria to assess the ability of the bidders to execute the project a follow:

Minimum Required Score for functionality is: **80 points out** of **100 points** and any bidder scoring less than **100 points** will not be considered for further evaluation.

CRITERION	WEIGHTING
Past Relevant Experience undertaken in relation to the scope of work (project) within the last five (5) years (attached reference letters from contactable references) **Reference letters must be on the client's company letterhead and contain all the following information:** • Ensure that letters clearly indicate the period that the work was executed • Name of the organization and contact person • Description of the services provided • Telephone number / email address • Signed and dated	**50**
Qualifications and professional requirements	**50**
TOTAL	**100**

Bidder/s that qualified pre-evaluation in terms of the functionality cut-off points of 80 points will then be evaluated further.

Past Relevant Experience		**Total – 50 points**
Past Relevant Experience undertaken in relation to the scope of work (project) within the last five (5) years (attached reference letters from contactable references) **Reference letters must be on the client's company letterhead and contain all the following information:** • Ensure that letters clearly indicate the period that the work was executed • Name of the organization and contact person • Description of the services provided • Telephone number / email address • Signed and dated	**Four (04)** or more contactable reference letters	**50 points**
	Three (3) contactable reference letters	**40 points**
	Two (2) contactable reference letters	**30 points**
	One (1) contactable reference letters	**20 points**
	Non-submission/ irrelevant submission	**0 points**
Qualifications		**Total – 50 points**
Experience and qualifications of key personnel (Attach CVs and copies of licenses) **Bidders with international qualifications must submit a SAQA Certificate of Evaluation to confirm the authenticity of the foreign qualification and its placement on the South African National Qualifications Framework (NQF)**	• Bachelor's degree in medicine and surgery (MBChB) • Diploma in Occupational Health Medicine • Emergency Skills Update – Advanced Certificate • Dispensing License as per Medicines and Related Substances Act 101 of 1965 (as amended) • Health Professions Council of South Africa (HPCSA) • South African Society of Occupational Medicine (SASOM) membership	**50**
	Non-submission/ irrelevant submission	**0**

Bidder/s that score less than **80 out of 100** in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified. Bidder/s that meets the minimum required percentage or minimum points will be subject price and specific goals evaluation as per the PPPFA Act, No.5 of 2000 as amended and its associated Regulations, 2022 issued by the National Treasury.

2.4. FINANCIAL PROPOSAL

- The project cost must be inclusive of all chargeable costs to Joburg Market. Joburg Market will not pay any amount outside the quoted amount
- Bidders are hereby advised that any bid price exceeding R 2 300 000 shall be deemed to be VAT-inclusive, irrespective of the bidder's VAT registration status. In accordance with the VAT Act, should the bid be successful, the bidder will be required to provide a valid VAT number.

ITEM **The amounts in this example are illustrative only. Bidders must use the method shown to calculate their own prices. The amounts are not an indication of expected or acceptable pricing.**	**DAILY RATE** **e.g R100 X 4hrs = 400**	**MONTHLY RATE** **e.g R400 x 16hrs =R6 400**	**YEARLY** **e.g. R6 400 x 12 = R76 000 (Year 1)**
Hourly Rate **-4 hours, once a week** **-Limited to 4 visits per month**	**R**	**R**	**R** **(excl. VAT)**
SUB-TOTAL			**R**
VAT @15%			**R**
TOTAL COST YEAR 1			**R**

Escalation for year 2 and year 3 will be applied as per CPI.

SPECIAL TENDER CONDITIONS,

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Joburg Market (SOC) LTD reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen.
4. **All bid prices must be in RSA currency and inclusive of VAT**. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. The lowest or any bid will not necessarily be accepted and Joburg Market reserves the right to accept the entire or any portion of a bid.
6. Bids are to remain valid for a period of **three hundred and sixty five (365) days** from the date they are lodged.
7. Tax clearance certificates, Master Registration Number or pin issued by SARS will be accepted. Tax clearance certificates must be valid on the official closing date of the bid.
8. In bids were Consortia / Joint Ventures / Sub-contractors are involved; **each party must submit a separate** Tax Clearance Certificate.
9. The following information / documentation must be attached to every bid document:
    - **Registration on the Central Supplier Database.**
    - **Valid Tax Compliance Status Certificate, Master Registration Number or pin/access**
    - **Proof of applicable company registration documents with proof of shareholding**
    - **Completed and signed MBD 1, 4, 6.1, 7.2, 8 and 9**
    - **B-BBEE Verification Certificate or Sworn Affidavit, or any proof as per claimed Specific Goal; in order for claimed points to be awarded. However QSE and GENERIC SUPPLIERS in the Construction Sector, must submit B-BBEE Certificates issued by SANAS accredited Verification Agencies**
    - **Municipal Rates and Taxes account, not older than 3 months**
    - **JV agreement for Joint Venture companies**
10. Any other relevant information related to this BID/PROPOSAL
11. Bids will be opened immediately after the closing date and time in a venue to be indicated. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
12. The supply chain management policy of Joburg Market allow persons aggrieved by decisions or actions taken by the Entity in the implementation of its Supply Chain Management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the entity against the decision or action.
13. Bids will be received until **11H00 on 22/01/2027**, and must be enclosed in sealed envelopes, bearing the bid reference number and due date
14. Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will be returned unopened to the bidder and will not be accepted for consideration
15. Bidders must note that Joburg Market may on request order more than what is stipulated in the Specification / pricing schedule
16. Queries in relation to this bid should be lodged at tenders@joburgmarket.co.za at least three (3) working days before the closing date, which is on **19 January 2027.**