CITY OF JOBURG PROPERTY COMPANY (SOC) LTD

BID PROPOSAL

BID NUMBER: POP08/2027FY/JPC

POP08/2027/FY/JPC - REQUEST FOR PROPOSALS TO BE LISTED ON THE CITY OF JOBURG PROPERTY COMPANY SOC LTD (JPC) PANEL OF CONTRACTORS FOR A PERIOD OF THREE (03) YEARS STRICTLY/ONLY FOR CIDB GRADE 2 TO 4 SN (WATERPROOFING) CONTRACTORS.

NAME OF BIDDER	**:**_____
CSD NUMBER	**: MAAA**_____
CIDB CRS NUMBER	**:**_____

***Please note*: Do not remove the front page of this document. Keep in order as downloaded.**

PLEASE NOTE

Closing time of submission: at 10h30 (Telkom time) at Braamfontein, 33 Hoofd Street, Forum I (Forum One), 3rd Floor (Entrance level) – no bid received after the closing date and time will be accepted or considered.

City of Joburg Property Company (SOC) Ltd

Department of Finance: Supply Chain Management Unit

POP08/2027/FY/JPC

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

IMPORTANT NOTICE

Document availability: 11 November 2026 at 12h00

Compulsory briefing session: 20 November 2026 at 11h00

All technical inquiries to be emailed to POPnumber@jhbproperty.co.za from 10 November 2026 until 23 January 2027 and JPC to ensure that all inquiries have been responded to by no later than 27 January 2027.

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

Closing time and date of submission: 29 January 2027 at 10h30 – no bid received after the closing date and time will be accepted or considered

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

POP NUMBER: POP08/2027/FY/JPC - REQUEST FOR PROPOSALS TO BE LISTED ON THE CITY OF JOBURG PROPERTY COMPANY SOC LTD (JPC) PANEL OF CONTRACTORS FOR A PERIOD OF THREE (03) YEARS STRICTLY/ONLY FOR CIDB GRADE 2 TO 4 SN (WATERPROOFING) CONTRACTORS.

NAME OF BIDDER:

Documents to be Submitted: Original file, including all annexures clearly marked with the bidder's name and bid number.

Submissions/bids must be placed in a sealed marked envelope or sealed marked cover and must be addressed to the City of Joburg Property Company (SOC) Ltd endorsed with bid number and project description as stated above and placed in the tender box no later than the date and time indicated below. Failure to comply with this requirement will result in the bid being rejected.

The City of Joburg Property Company (SOC) Ltd does not take any responsibility for any bids deposited into an incorrect box.

Closing Date: 29 January 2027

Closing Time: 10h30 (Telkom time)

Place: City of Joburg Property Company (SOC) Ltd
3rd Floor (Entrance level) A-Block
Forum I (Forum One)
Braampark Office Park
33 Hoofd Street, Braamfontein

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INTRODUCTION

The City of Johannesburg (CoJ)

a) In 2000, Johannesburg was restructured to become a single metropolitan authority, and elections were held for an executive mayor and unified local government.

b) Since then, the City has enjoyed a financial turnaround, with the creation of a credible and stable operating environment. This stability, strong centralised co-ordination and oversight have allowed the City to play a crucial role in building the economy and implementing policies and structures to support economic growth and poverty alleviation.

c) All urban development in Joburg is guided by the Growth and Development Strategy.

The City of Joburg Property Company (JPC)

a) The City of Joburg Property Company SOC Ltd (JPC), established in 2000, is a dynamic company mandated to manage and develop the City of Johannesburg's (CoJ) property assets for the purpose of maximising both social and commercial opportunities for the Council.

b) Dedicated to finding solutions to the developmental challenges facing the City of Johannesburg, the JPC utilises council-owned land assets to leverage private sector investment in public infrastructure. The JPC, on behalf of the CoJ, provides Property Asset Management, Property Management (Commercial), Property Management (Social), as well as Facilities Management and Maintenance Services, and its relevant subsidiary services.

c) Therefore, the JPC prides itself as the arm responsible for maximising the social, economic and financial value of the CoJ’s total property portfolio and enhancing its efficient use of property to drive investment, economic growth and job creation. The JPC aims to achieve its objectives by focusing on the following imperatives:
- Realising value (social, financial and economic) for the CoJ.
- Supporting economic development and aligning the CoJ property portfolio with CoJ priorities.
- Increasing the effectiveness of economically viable municipalities and social use of properties; and
- Management of risk and return with respect to the property portfolio and property transactions for the CoJ.

INVITATION TO BID (MBD1)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD					
BID NUMBER:	POP08/2027/FY/JPC	CLOSING DATE:	29 January 2027	CLOSING TIME:	10h30
DESCRIPTION	**REQUEST FOR PROPOSALS TO BE LISTED ON THE CITY OF JOBURG PROPERTY COMPANY SOC LTD (JPC) PANEL OF CONTRACTORS FOR A PERIOD OF THREE (03) YEARS STRICTLY/ONLY FOR CIDB GRADE 2 TO 4 SN (WATERPROOFING) CONTRACTORS.**				

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

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]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Dheeran Ramdhari
CONTACT PERSON	Supply Chain Management	TELEPHONE NUMBER	0832721592
TELEPHONE NUMBER	010 219 9000	FACSIMILE NUMBER	
FACSIMILE NUMBER	010 219 9400	E-MAIL ADDRESS	Dramdhari@jhbproperty.co.za
E-MAIL ADDRESS	POPnumber@jhbproperty.co.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:.....

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

DATE:.....

TENDER ADVERT FOR BID: POP08/2027/FY/JPC **JPC MBD 1**

CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED PROFESSIONALS / BIDDERS TO SUBMIT PROPOSALS TO BE INCLUDED IN JPC PANEL OF CONTRACTORS TO BE USED ON AN AS AND WHEN REQUIRED BASIS FOR THE CITY OF JOHANNESBURG PROPERTY COMPANY FOR A PERIOD OF 3 YEARS STRICTLY/ONLY FOR CIDB GRADES 2 TO 4 SN (WATERPROOFING) CONTRACTORS.

Bid Number	**POP08/2027/FY/JPC**
Bid Description	**REQUEST FOR PROPOSALS TO BE LISTED ON THE CITY OF JOBURG PROPERTY COMPANY SOC LTD (JPC) PANEL OF CONTRACTORS FOR A PERIOD OF THREE (03) YEARS STRICTLY/ONLY FOR CIDB GRADE 2 TO 4 SN (WATERPROOFING) CONTRACTORS.**
Briefing Session	Compulsory briefing session: 20 November 2026 at 11:00am Location: Riverlea Community Hall, Corner Avon & Colorado Drive, Riverlea All technical inquiries to be emailed to POPnumber@jhbproperty.co.za from 10 November 2026 until 23 January 2027 and JPC to ensure that all inquiries have been responded to by no later than 27 January 2027.
Document Availability Date	12h00 on the 11 November 2026
Document Cost	POP document can be downloaded from E-tenders and JPC website at no cost, via www.etenders.gov.za or www.jhbproperty.co.za
Closing Date	29 January 2027 at 10h30 (Telkom time)
Pre-qualifying criteria	**Bidders must meet the following mandatory requirements. Failure to meet ALL the mandatory pre-qualifier requirements will result in the bidder being disqualified and they will not be evaluated in stage 2: functionality criteria.** Submission of Active CIDB grading certificate from Grade 2-4 SN Waterproofing contractors from the closing date. • Copy of Public liability Insurance. For each grade: The Public Liability insurance should be equal to the grading of the CIDB value. • In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement, e.g. Signed Joint Venture Agreement (if applicable) • Must be signed by all parties and indicate JV shareholding, scope split, and lead partner. • CIDB JV calculator will be applied based on the lead. • Proof that the bidder is registered and in good standing with the

	Compensation Commissioner (COIDA) or Federated Employers Mutual Assurance (FEM).
Disqualification Criteria	Non-attendance to the compulsory briefing session

Compliance Requirements before an award is made to the successful Bidder	• Valid Tax Compliant Verification PIN number issued by SARS.
	• Proof of registration of the Bidder as follows:
	  ○ Natural persons- certified copy of ID document/ passport (NB: Certified ID or passport copies should not be older than 3 months from bid closing date. Smart card ID must be printed on both sides)
	  ○ Partnership- copy of Partnership Agreement plus IDs of all partners
	  ○ Company- current CM29 and/or COR 20.1
	  ○ Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1
	  ○ Trust- letter of appointment from the Master of the High Court of SA and deed of trust
	  ○ JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners
	• Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted.
	• Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ Valid lease agreement
	• In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement
	• Proof of Central Supplier Data Base registration (CSD) valid on tender closing date.
	• The following documents must be completed and duly signed:
	  • Declaration of interest in MBD 4.
	  • Declaration of the Bidder's Past Supply Chain Practices, MBD 8
	  • Certificate of Independent Bid Determination in MBD 9; and
	  • Bidders Information in JPC MBD 7.1
	• Entity's valid B-BBEE Certificate or JV/Consortium Consolidated valid B-BBEE Certificate or sworn affidavit. B-BBEE Certificate must be valid at the time of closing of the tender. Copy of an affidavit will not be accepted.
	• Company resolution
	• If the entity or any of its directors are listed on the National Treasury register of defaulters, they will be disqualified.

Evaluation Criteria	**Functionality criteria as set out in the document. Bidders to meet the minimum 70 points required.**

Address	City of Joburg Property Company SOC Ltd, 3rd Floor (entrance level), A-Block, Forum I, 33 Hoofd Street, Braam Park Office Park, Braamfontein
Enquiries	Queries to be submitted to POPnumber@jhbproperty.co.za

Please note the following conditions of submission:

- No late proposals will be considered. It is recommended that bids be submitted the day prior to the closing date as JPC will not approve any request for condonation of late submissions due to any unforeseeable reason resulting in such late submissions.
- City of Joburg Property Company (SOC) Ltd reserves the right not to accept any proposals/accept part of the proposals, or to withdraw the call for proposals.

Musah Makhunga
Chief Executive Officer
City of Joburg Property Company SOC Ltd
3rd Floor, Forum I Building, Braam Park
Office Park, 33 Hoofd Street,
Braamfontein Johannesburg
www.jhbproperty.co.za

Contact Details
Supply Chain Management Department
Email: tenders@jhbproperty.co.za

BID DESCRIPTION: REQUEST FOR PROPOSALS TO BE LISTED ON THE CITY OF JOBURG PROPERTY COMPANY SOC LTD (JPC) PANEL OF CONTRACTORS FOR A PERIOD OF THREE (03) YEARS STRICTLY/ONLY FOR CIDB GRADE 2 TO 4 SN (WATERPROOFING) CONTRACTORS.

COMPULSORY BRIEFING SESSION: 20 November 2026 AT 11h00

ALL TECHNICAL ENQUIRIES TO BE EMAILED TO POPNUMBER@JHBPROPERTY.CO.ZA FROM 10 NOVEMBER 2026 UNTIL 23 JANUARY 2027 AND JPC TO ENSURE THAT ALL ENQUIRIES HAVE BEEN RESPONDED TO BY NO LATER THAN 27 JANUARY 2027.

BID DOCUMENTS CANNOT BE POSTED, FAXED OR EMAILED

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS. BIDS SUBMITTED LATE WILL NOT BE ACCEPTED FOR CONSIDERATION

INCOMPLETE, UNSIGNED DOCUMENTS/FORMS WILL BE REJECTED.

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

BID DOCUMENTS MUST BE PLACED IN A SEALED MARKED COVER / ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: **JPC'S OFFICES SITUATED IN BRAAMFONTEIN, BRAAMPARK OFFICE PARK, FORUM 1(ONE), A – BLOCK, 3 FLOOR (ENTRANCE LEVEL).**

ALL PAGES MUST BE INITIALLED.

ORIGINAL FILE INCLUDING ALL ANNEXURES CLEARLY MARKED WITH THE BIDDER'S NAME AND CIDB GRADING.

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

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

GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS JPC MBD3

1. PURPOSES

The purpose of this request is to invite interested service providers to submit proposals to be included in the JPC's Panel of contractors to be utilised on an as and when required basis for JPC for a period of 3 years from the date of appointment onto the panel.

Joburg Property Company SOC Limited (JPC) seeks to go out on tender for a panel of service providers to provide general repairs, maintenance and minor upgrades for the City of Johannesburg Metropolitan Municipality as and when required for a period of three (3) years, as listed below:

1. **WATERPROOFING** (SN) Contractors

2. CONDITIONS OF PROPOSAL

2.1 The City of Joburg Property Company (SOC) Ltd (Reg No 2000/017147/07) ("JPC"), hereby invites interested suitable qualified/experienced Bidders to submit proposals for consideration for the appointment for the work described in this POP.

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

2.3 All submissions from interested bidders will be vetted through a compliance process to determine that all the required information is provided and correct.

2.4 Bidders, herein consent JPC to any investigations, JPC might deem necessary to validate in the RFP/POP submitted.

2.5 Projects will be advertised as and when projects and budgets become available.

2.7 JPC will list bidders who qualify on the panel as outlined in the Bid document to be included **in the JPC Panel of Contractors** based on meeting the all the bid requirements.

3. UTILISATION OF THE PANEL

a. The Panel will be effective from the date of award onto the **JPC Panel of Contractors** and will be valid for period of 3 (three) years from the date of award.

b. The appointment into the JPC Panel does not guarantee that those on the panel will be awarded works during the tenure of the panel. For the works to be awarded as and when required, JPC will appoint using a rotational process for emergency works and SCM RFQ process for planned works. All bidders who meet all the bid requirements as set out on this RFP will be on the panel.

c. Services will be sourced on an as and when required basis from the JPC Panel of Contractors.

d. Prices for emergency works will be fixed as per the BoQ produced by JPC.
Planned works will be actioned via SCM RFQ process.

e. It is important to note that no officials from JPC will contact any bidder on the Panel for the purpose of obtaining quotes outside of the above process.

f. JPC reserves the right to appoint more than one service provider depending on the nature of the work.

g. The projects to be executed by service providers on the panel will be monitored by the responsible officials within JPC.

h. Bidders must ensure that they have adequate resources to undertake the work under stringent timeframes.

i. Appointment from the Panel will be at sole and absolute discretion of the JPC. As such, JPC reserves the right not to make any appointment for this Panel.

4. SUBMISSION OF PROPOSALS

a. Documents to be Submitted: Original file clearly marked with the bidder's name.

b. Proposals must be submitted on or before 10:30 (Telkom Time) on the closing date.

c. Each Proposal must be clearly marked with the title of the bid as per the cover page.

d. The completed proposal documents must be deposited in the box made available at the JPC Offices, Braamfontein, Braampark Office Park, Forum 1 (One), A-Block, 3rd Floor (entrance level).

BID DOCUMENTS CANNOT BE POSTED, FAXED OR EMAILED

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. BID SUBMITTED AFTER THE CLOSING DATE AND CLOSING TIME WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

5. FURTHER CONDITIONS

a. The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of this document.

b. The Bidder(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.

c. The information required in the Proposal must be provided accurately and honestly. Bidder(s), who fail to provide such information to the satisfaction of the JPC, will be disqualified from the proposal call process.

d. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.

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

Proposal.

f. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of another person or entity.

g. Bids will be evaluated by the JPC.

h. JPC reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.

i. Where applicable JPC reserve the right to negotiate a final proposal with any of the Bidder(s).

j. JPC does not bind itself to accept any proposal submitted.

k. JPC may at its discretion withdraw the proposal call process at any stage during the process.

Enquiries

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

POSTAL ADDRESS .....

STREET ADDRESS .....

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

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

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

E-MAIL ADDRESS ……

SIGNATURE OF BIDDER .....

DATE .....

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

DECLARATION OF INTEREST (**MBD 4)**

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

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

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

No.	Information	Please provide detail	
3.12	Is any spouse, child or parent of the company's director trustees, managers, principal shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	SCM Regulations: "[1]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.		

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

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

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

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

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

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

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

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

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1. GENERAL CONDITIONS

1.6 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).

2.6 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

3.6 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(b) Price; and

(b) Specific Goals.

4.6 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

5.6 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.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

1.1. 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**

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

NB: The bid document does not include the pricing schedule; quotations will be requested from the panel as and when required once the panel is in place.

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

1.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

2. POINTS AWARDED FOR SPECIFIC GOALS

2.1. 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:

2.2. 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—

(b) 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 the tenderers: The table below serves a guide on the allocation and verification of point under goal 1. Therefore, the below table will not be used for evaluation.

Specific Goal 1: HDI	Means of Verification	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)
Maximum Points		**10**	**5**
Business owned by 51% or more – **Black People**	CSD, Valid B-BBEE Certificate/Affidavit sworn under oath, ID copy of owner/s of the business and Shareholders' certificate.	2	5
Business owned by 51% or more - **Women**	CSD, Id copy of owner/s of the business and Shareholders' certificate	10	3
Business owned by 51% or more – **Black Youth**	CSD, Valid B-BBEE Certi0ficate/Affidavit sworn under oath, ID copy of owner/s of the business and Shareholders' certificate.	10	3
Business owned by 51% or more – **Black People with Disability**	CSD, ID copy of owner/s of the business, Shareholders' certificate and valid medical certificate.	2	1
Business owned by 51% or more – **Black People who are Military Veterans**	CSD, registration with military veteran's database (stamped printout from military veterans' office showing the principal member with the ID number will be required), and valid B-BBEE Certificate/Affidavit Sworn under oath.	2	1
Cooperative which is at least % owned by Vlack People	CSD, valid B-BBEE Certificate/Affidavit Sworn under oath, ID copy of owner/s of the business and CIPC registration document.	5	1

SPECIFIC GOAL 2: PROMOTIONAL OF LOCAL ECONOMY

Note the tenderers: The table 2 below serves a guide on the allocation and verification of specific points under goal 2. Therefore, the below table will not be used for evaluation.

Specific Goal 2: Promotion of Local Economy	Means of Verification	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)
Maximum Points:		10	5
SMMEs (an EME or QSE)	CSD, Valid B-BBEE Certificate/Affidavit sworn under oath.	5	1
Enterprise located within the City of Johannesburg Metropolitan Municipality	CSD and proof of municipal account	10	5
Enterprise 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 Ward Council confirming the business address.	5	5
Enterprise located in Townships	CSD and proof of municipal account/letter from 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 these 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

DECLARATION WITH REGARD TO COMPANY/FIRM

2.3. Name of company/firm: …….

2.4. Company registration number: ……...

2.5. 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]

2.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i. The information furnished is true and correct;
ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……
……
……
……

BIDDER'S INFORMATION **(JPC MBD 7.1)**

Name of Bidder			
ID /Passport/ Registration Number			
Nature of bidder (tick one)	Natural Person/ Sole Proprietor		
	School/NGO/Trust		
	Company/ CC/ Partnership		
	Joint Venture (JV)		
Postal Address		Tel	
		Cell	
		Email	
		Fax	

BIDDER BANKING DETAILS

Name of bidder's Banker	
Contact details of banker	

Please indicate how you became aware of the invitation to submit this Proposal

The Star		JPC Web site	
Sowetan		E- Tenders	
JPC Social Media Accounts		JPC notice board	

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

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

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

1. This municipal bidding document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the *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 website www.treasury.gov.za by clicking on its link at the bottom of the home page.**	Yes	No

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This municipal bidding document (MBD) must form part of all 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 per se prohibition meaning that it cannot be justified under any grounds.

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

   3.1. take all reasonable steps to prevent such abuse;
   3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

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

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

…… ……

Signature Date

…… ……

Position Name of Bidder

SCOPE OF WORK **(JPC MBD 10)**

1. BACKGROUND

The City of Joburg Property Company (JPC) SOC Ltd regularly requires the services of contractors for the delivery of services related to the development and management of the COJ's land portfolio and in the effective operation of its own core business.

The objective is to have a readily available pool of contractors, which can be invited to submit pricing proposals for the SN Waterproofing class of works from time to time once prequalified to be on the panel.

1.2 Operation of the Panel

1.2.1 Allocation for Emergency Works

1.2.1.1 The successful bidders in grades 2 to 4 SN will be allocated work for emergency works on a rotational basis and the turn around response time will be 4 hours. In the event there is no response at the end of the 4 hours, JPC will then proceed to appoint the next bidder on 2 to 4 SN. There will not be a need for quotations for emergency works as JPC has a schedule of rates that has been pre-determined schedule of rates (**Bill of Quantities**). The only time quotations will be solicited from the contractors will be for items that are not in the approved schedule of rates. The Schedule of Rates has been calculated for the three years.

1.2.1.2 Emergency repairs are repairs that are carried out to remedy any defect which puts the health, safety or security of people or third party at immediate risk or which affects the structure of building.

1.2.1.3 The process followed in allocating work is different from that of planned projects, necessitates distinction. Service providers may be required to provide emergency work that may be specialised in some instances and the next service provider in line as per the rotation plan might not necessarily respond within the four hours to accept the work. This would necessitate that such emergency work be allocated to the next service provider on the rotation list.

1.2.1.4 Contractors might fail to attend to calls made for work that they regard as "small jobs", such as replacement of portion of waterproofing, repair to waterproofing etc. The required work will be allocated to service provider next in line in the rotation list in such a case.

1.2.2 ALLOCATION OF WORK FOR PLANNED MAINTENANCE

a. The appointment into the JPC's panel of Contractors does not guarantee that the panellist will receive actual appointment for the project that are being implemented. JPC will run a RFQ bid process within the established panel;

b. Services will be sourced on an as and when required basis from the panel of Contractors and in terms of JPC SCM Policy and guidelines;

c. Requests for quotations will be advertised on the notice board to the approved panel.

d. It is important to note that no officials from JPC will contact any Contractor for the

purpose of obtaining quotes outside of the above process.

1.3 PERFORMANCE MONITORING AND REVIEW OF THE APPOINTED CONTRACTOR

1.3.1 The review and appraisal of the appointed contractor will be performed on completion of the respective project undertaken.

1.3.2 Performance of all service providers will be administered in line with the Conditions of Contract of JBCC as amended.

1.3.3 During the life span of the panel, contractors will not be reviewed based on allocation thus resulting in their graduation as a result of cumulative work allocated but the duration of the panel will be deemed as a project as opposed to individual allocation. Notwithstanding that completion certificates will be issued per project, contractors will not be graduated to a higher CIDB grade before the expiry of the panel as per the Supply Chain Operating Procedure.

1.3.4 The custodian will communicate to user departments that contractors should not be allocated work above their CIDB thresholds and as such if the contractor is appointed at level 2 SN it cannot be appointed above the threshold until the panel expires. This will be a condition of approval of the panel by the Bid Adjudication Committee and will be included in the allocation/ utilisation plan of the panel.

1. BID SPECIFICATIONS (JPC MBD 11)

Please tick each category for which bid is submitted.

Please tick each category for which bid is submitted and attach a completed copy of "OFFER FOR CONTRACTING SERVICES" FORM for each category of service for which a bid is made.

2. CONTRACTING SERVICES

NB: JPC reserves the right to remove bidders appointed to the panel based on non-performance, tax compliance, fraudulent documents or any other reasons found to be not complaint during the panel duration.

- SN Waterproofing Grades 2, 3 & 4

	SCOPE OF SERVICES	Required proof of CIDB CERTIFICATION	Service for which bid is submitted (tick)
1	**Waterproofing** The Waterproofing specialist contractor will be required to carry out work that will involve the development, extension, installation, renewal, removal, renovation, alteration or waterproofing in roofs, foundations, etc. The following items will be covered not limited to: • Damp proofing of walls; • Water proofing of floors and roofs; • Protective stone dressing; • Protective roof paint • Torch on	**(CIDB – SN)**	CIDB Grade 2 ☐ CIDB Grade 3 ☐ CIDB Grade 4 ☐

3. BIDDERS WILL ONLY BE APPOINTED AS PER CIDB GRADING AS RECORDED ON THE CIDB CERTIFICATE

1. Prior to any work being awarded to the Service Provider, the following will apply:

1.1.1. The Service Provider's tax affairs to be in order at all times and validity to be verified prior to engagements of each and every task/assignment/work to be given;

1.1.2. The Service Provider to submit proof of valid Public liability Insurance to JPC; and

1.1.3. Submissions made by Bidders will be vetted through a compliance process to determine if the information provided in the bid submission is complete and correct and thereafter evaluated for capacity and capability to render services for an as and when required.

2. The appointment into the JPC's Panel of Contractors does not guarantee that the contractor will be awarded a contract for a specific project by JPC.

3. JPC will run a competitive bidding process within the established panel for RFQ's and rotation basis for emergency works.

4. EVALUATION CRITERIA (JPC MBD 12)

Bids will be evaluated as follows:

Bidders will be evaluated in two (02) Stages

Stage 1: Mandatory criteria / Prequalification stage

Stage 2: Technicality / Functionality criteria

5. EVALUATION CRITERIA

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

5.2 STAGE 2: TECHNICALITY/FUNCTIONALITY EVALUATION

5.2.1 Only bidders who have met all the requirements at stage 1 will be evaluated at this stage. Bids will be evaluated in order to establish whether they meet the minimum required thresholds for functionality. In this regard, Bidders are required to achieve a functional score of not less than 70 points out of 100. Bidders scoring less than 70 will not be considered. Bidders will be evaluated based on the CIDB category they are bidding for.

5.2.2 The Bid Evaluation Committee will allocate points strictly in accordance with the evidence submitted in the bid (e.g. CVs, certified copies of qualifications, professional registrations where applicable, appointment letters or Purchase Orders (POs), with a corresponding Completion Certificate, funding letter, bank statements).

5.2.3 Where the required supporting documentation for a specific sub-criterion is not submitted, is incomplete, or does not contain the minimum information specified (such as project value, period, client details), the bidder may score lower or zero points for that sub-criterion.

5.2.4 Bidders are responsible for ensuring that all documentation is submitted in the required format at the time of bid closing. No additional or late information will be accepted for the purpose of functionality scoring after the closing date and time.

5.2.4.1 CIDB GRADE 2 – SN Waterproofing

<table>
<tr><td></td><td>FUNCTIONALITY</td><td></td><td>WEIGHT</td></tr>
<tr><td></td><td>BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td><td></td></tr>
<tr><td>1</td><td>Bidder’s experience

<table>
<tr><th>Description</th><th>Points</th></tr>
<tr><td>Bidder to provide 10 appointment letters or Purchase Orders (POs) with a corresponding Completion Certificate on Waterproofing works – (2 SN Category) related services not exceeding 1 Million rand.</td><td>50</td></tr>
<tr><td>Bidder to provide 7 – 9 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (2 SN Category) related services not exceeding the 1 Million rand.</td><td>40</td></tr>
<tr><td>Bidder to provide 5 - 6 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (2 SN Category) related services. not exceeding 1 Million rand.</td><td>30</td></tr>
<tr><td>Bidder to provide 3 - 4 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (2 SN Category) related services not exceeding 1 Million rand.</td><td>20</td></tr>
<tr><td>Bidder to provide 1 - 2 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (2 SN Category) related services not exceeding 1 Million rand.</td><td>10</td></tr>
<tr><td>No appointment letters or Purchase Order or completion certificates. Submission not relevant to the requirements. No letter related to Waterproofing works – (2 SN Category) related services not exceeding 1 Million rand.</td><td>0</td></tr>
</table></td><td>Bidder to submit the following:
• Signed appointment letters or signed Purchase Orders (PO) and on the client’s letterhead with signed corresponding completion certificates.
• The signed appointment letters or signed purchase orders (POs) should include the value of the projects and contact details (email and /or contact number).

NB: The appointment letter or PO and Completion Certificate must correspond to the same project.

NB: Bidder to pair the completion certificate with corresponding appointment letter or purchase order.

Failure to submit all required and relevant signed documents the bidder will score zero (0) points.

NB: Only first ten appointment letters/Purchase orders and Completion certificates will be considered.</td><td>50 POINTS</td></tr>
<tr><td>2</td><td>RELEVANT EXPERIENCE AND QUALIFICATIONS OF THE KEY PERSONNEL</td><td></td><td>30 POINTS</td></tr>
</table>

<table>
<tr><td></td><td colspan="2">FUNCTIONALITY</td><td>WEIGHT</td></tr>
<tr><td></td><td>BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td><td></td></tr>
<tr><td></td><td>Bidder to submit qualifications and CVs of key personnel to be allocated for projects within Waterproofing services.

Bidder to provide the below as proof of qualifications related to Waterproofing services for 2 personnel.
Refer to JPC MBD 10.

<table>
<tr><th>Description</th><th>Points</th></tr>
<tr><td>Highest qualifications of 2 Key Personnel (Trade Certificate e.g. Waterproofing services.</td><td>15</td></tr>
<tr><td>Only 1 qualification attached.
No qualification or certificate attached
Qualification not relating to Waterproofing services.
Qualification not certified.</td><td>0</td></tr>
</table>

<table>
<tr><th>Description</th><th>Points</th></tr>
<tr><td>5 years’ and above combined experience for 2 or more resources in Waterproofing services.</td><td>15</td></tr>
<tr><td>Less than 5 years’ experience for 1 or both resources.
Experience not in Waterproofing services.
Only 1 CV provided.
No CVs provided.</td><td>0</td></tr>
</table>
</td><td>Bidder must complete MBD 14 with names of key personnel.
Qualifications must be certified not older than 6 months. Failure to certify will lead to a score of 0

Bidder to submit CVs of the 2 key personnel which must clearly indicate list of projects completed, role of the key personnel in that project, values of the projects and completion date.

N.B: All of the above to be accompanied by signed letter (on bidder’s letterhead) from bidder confirming that the 2 key personnel are employed by bidder to correspond with MBD 14. If bidder does not confirm employment of the key personnel, bidder will score 0 under this category.</td><td></td></tr>
<tr><td></td><td>FINANCIAL CAPABILITY = 20 points</td><td></td><td>20 POINTS</td></tr>
<tr><td></td><td>Bidder to provide access to funds as follows:

<table>
<tr><th>Description</th><th>Points</th></tr>
<tr><td>Bidder to provide access to R50 000 or more</td><td>20</td></tr>
<tr><td>Bidder did not provide access to R50 000</td><td>0</td></tr>
</table>

NOTE: VERIFICATIONS WILL BE DONE ON THE RECOMMENDED BIDDERS</td><td>Signed or stamped Approved Credit line from the Bidder’s Manufacturer/ Supplier in relation to the applicable grade.

OR

Stamped Bidder’s Bank Statement showing available funds. (statement not older than 60 days on date of closing).</td><td></td></tr>
</table>

	FUNCTIONALITY		**WEIGHT**
	BIDDER EXPERIENCE AND CAPACITY	**RETURNABLES**	
		OR Signed or stamped Funding letter from a registered FSP valid for 60 days from bid closing date from the funder. **NB: No bank codes will be accepted.** **Failure to submit all required signed or stamped documents will score zero (0) point.**	
	TOTAL		**100 points**

NB: JPC reserves the right to verify all submissions

5.2.4.2 CIDB GRADE 3 – SN Waterproofing

<table>
<tr><td></td><td colspan="2">FUNCTIONALITY</td><td>WEIGHT</td></tr>
<tr><td></td><td colspan="2">BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td></tr>
<tr><td>1</td><td colspan="2">Bidder’s experience

<table><tr><th>Description</th><th>Points</th></tr><tr><td>Bidder to provide 10 appointment letters or Purchase Orders (POs) with a corresponding Completion Certificate on Waterproofing works – (3 SN Category) related services. Not exceeding 3 Million Rands.</td><td>50</td></tr><tr><td>Bidder to provide 7 – 9 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (3 SN Category) related services. Not exceeding 3 Million Rands.</td><td>40</td></tr><tr><td>Bidder to provide 5 - 6 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (3 SN Category) related services. Not exceeding 3 Million Rands.</td><td>30</td></tr><tr><td>Bidder to provide 3 - 4 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (3 SN Category) related services. Not exceeding 3 Million Rands.</td><td>20</td></tr><tr><td>Bidder to provide 1 - 2 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (3 SN Category) related services. Not exceeding 3 Million Rands.</td><td>10</td></tr><tr><td>No appointment letters or Purchase order or completion certificates. Submission not relevant to the requirements. No letter related to Waterproofing works – (3 SN Category) related services.</td><td>0</td></tr></table></td><td>Bidder to submit the following:
• Signed appointment letters or signed Purchase Orders (PO) on the client’s letterhead with Signed corresponding Completion certificates.
• The signed appointment letters or signed purchase orders (POs) should include the value of the projects and contact details (email and /or contact number).

NB: The appointment letter or PO and Completion Certificate must correspond to the same project.

NB: Bidder to pair the completion certificate with corresponding appointment letter or purchase order.

Failure to submit all required and relevant signed documents the bidder will score zero (0) points.

NB: Only first ten appointment letters/Purchase orders and completion certificates will be considered.</td><td>50 POINTS</td></tr>
</table>

<table>
<tr><td></td><td>FUNCTIONALITY</td><td></td><td>WEIGHT</td></tr>
<tr><td></td><td>BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td><td></td></tr>
<tr><td></td><td>Bidder to submit qualifications and CVs of key personnel to be allocated for projects within Waterproofing services.

Bidder to provide the below as proof of qualifications related to Waterproofing services for 2 personnel.
Refer to JPC MBD 10.
Foreman / Supervisor experience:

<table><tr><th>Description</th><th>Points</th></tr><tr><td>N4 qualification</td><td>10</td></tr><tr><td>NQF 3 Qualification (i.e. Matric/ Grade 12)</td><td>7</td></tr><tr><td>NQF 2 Qualification/ N2 Trade certificate e.g. Waterproofing services.</td><td>5</td></tr><tr><td>No qualification or certificate attached.
Qualification not relating to Waterproofing services.
Qualification not certified.</td><td>0</td></tr></table>
Construction Health and Safety Officer / Manager:

<table><tr><th>Description</th><th>Points</th></tr><tr><td>Construction Health and Safety Officer / Manager: Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) under the Project and Construction Management Professions Act.</td><td>10</td></tr><tr><td>No certificate of Construction Health and Safety Officer / Manager.
Certificate is for a Candidate.</td><td>0</td></tr></table>
Experience:

<table><tr><th>Description</th><th>Points</th></tr><tr><td>5 years’ and above combined experience for 2 or more resources in Waterproofing services.</td><td>10</td></tr><tr><td>5 years’ experience for 1 resource in Waterproofing services.</td><td>5</td></tr><tr><td>Less than 5 years’ experience for 1 or both resources.
Experience not in Waterproofing services.
No CVs provided.</td><td>0</td></tr></table></td><td>Bidder must complete MBD 14 with names of key personnel

Qualifications must be certified not older than 6 months. Failure to certify will lead to a score of 0

Bidder to submit CVs of the 2 key personnel which must clearly indicate list of projects completed, role of the key personnel in that project, values of the projects and completion date.

N.B: All of the above to be accompanied by signed letter (on bidder’s letterhead) from bidder confirming that the key personnel are employed by bidder to correspond with MBD 14. If bidder does not confirm employment of the key personnel, bidder will be score 0 under this category.</td><td>30 POINTS</td></tr>
<tr><td></td><td>FINANCIAL CAPABILITY = 20 points</td><td></td><td>20 POINTS</td></tr>
</table>

<table>
<tr><td></td><td colspan="2">FUNCTIONALITY</td><td>WEIGHT</td></tr>
<tr><td></td><td>BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td><td></td></tr>
<tr><td></td><td>Bidder to provide access to funds as follows:

<table><tr><th>Description</th><th>Points</th></tr><tr><td>Bidder provided access to R300 000 or more</td><td>20</td></tr><tr><td>Bidder did not provide access to R300 000</td><td>0</td></tr></table>
NOTE: VERIFICATIONS WILL BE DONE ON THE RECOMMENDED BIDDERS</td><td>Signed or stamped Approved Credit line from the Bidder’s Manufacturer/ Supplier in relation to the applicable grade.

OR

Stamped Bidder’s Bank Statement showing available funds. (statement not older than 60 days on date of closing).

OR

Signed or stamped Funding letter from a registered FSP valid for 60 days from bid closing date from the funder.

NB: No bank codes will be accepted.

Failure to submit all required signed or stamped documents will score zero (0) point.</td><td></td></tr>
<tr><td></td><td colspan="2">TOTAL</td><td>100 points</td></tr>
</table>

5.2.4.3 CIDB GRADE 4 – SN Waterproofing

<table>
<tr><td></td><td colspan="2">FUNCTIONALITY</td><td>WEIGHT</td></tr>
<tr><td></td><td colspan="2">BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td></tr>
<tr><td>1</td><td colspan="2">Bidder’s experience

<table>
<tr><th>Description</th><th>Points</th></tr>
<tr><td>Bidder to provide 10 appointment letters or Purchase Orders (POs) with a corresponding Completion Certificate on Waterproofing works – (4 SN Category) related services not exceeding 6 Million Rands.</td><td>50</td></tr>
<tr><td>Bidder to provide 7 – 9 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (4 SN Category) related services not exceeding 6 Million Rands.</td><td>40</td></tr>
<tr><td>Bidder to provide 5 - 6 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (4 SN Category) related services not exceeding 6 Million Rands.</td><td>30</td></tr>
<tr><td>Bidder to provide 3 - 4 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (4 SN Category) related services not exceeding 6 Million Rands.</td><td>20</td></tr>
<tr><td>Bidder to provide 1 - 2 appointment letters or Purchase Orders (Pos) with a corresponding Completion Certificate on Waterproofing works – (4 SN Category) related services not exceeding 6 Million Rands.</td><td>10</td></tr>
<tr><td>No appointment letters or Purchase order or completion certificates. Submission not relevant to the requirements. No letter related to Waterproofing works – (4 SN Category) related services.</td><td>0</td></tr>
</table></td><td>Bidder to submit the following:
• Signed appointment letters or Signed Purchase Order (PO) on the client’s letterhead with signed corresponding Completion certificates.
• The signed appointment letters or signed purchase orders (POs) should include the value of the projects and contact details (email and /or contact number).

NB: The appointment letter or PO and Completion Certificate must correspond to the same project.

NB: Bidder to pair the completion certificate with corresponding appointment letter or purchase order.

Failure to submit all required and relevant signed documents the bidder will score zero (0) points.

NB: Only first ten Appointment Letters and Purchase orders and Completion certificate will be considered.</td><td>50 POINTS</td></tr>
<tr><td></td><td colspan="2">Bidder to submit qualifications and CVs of key personnel to be allocated for projects within Waterproofing services.</td><td>Bidder must complete MBD 14 with names of key personnel</td><td>30 POINTS</td></tr>
</table>

<table>
<tr><td></td><td>FUNCTIONALITY</td><td></td><td>WEIGHT</td></tr>
<tr><td></td><td>BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td><td></td></tr>
<tr><td></td><td>Bidder to provide the below as proof of qualifications related to Waterproofing services for 3 personnel.
Refer to JPC MBD 10.

Foreman / Supervisor experience:

<table><tr><th>Description</th><th>Points</th></tr><tr><td>N4 qualification</td><td>10</td></tr><tr><td>NQF 3 Qualification (i.e. Matric/ Grade 12)</td><td>7</td></tr><tr><td>NQF 2 Qualification/ N2 Trade certificate e.g. Waterproofing services.</td><td>5</td></tr><tr><td>No qualification or certificate attached
Qualification not relating to Waterproofing services.
Qualification not certified</td><td>0</td></tr></table>
Construction Health and Safety Officer / Manager:

<table><tr><th>Description</th><th>Points</th></tr><tr><td>Construction Health and Safety Officer / Manager: Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) under the Project and Construction Management Professions Act.</td><td>10</td></tr><tr><td>No certificate of Construction Health and Safety Officer / Manager.
Certificate is for a Candidate.</td><td>0</td></tr></table>
Experience:

<table><tr><th>Description</th><th>Points</th></tr><tr><td>5 years’ and more combined experience for 3 or more resources in Waterproofing services.</td><td>10</td></tr><tr><td>Less than 5 years’ experience for 1 or both resources.
Experience not in Waterproofing.
No CVs provided.</td><td>0</td></tr></table></td><td>Qualifications must be certified. Failure to certify will lead to a score of 0.

Bidder to submit CVs of the 3 key personnel which must clearly indicate list of projects completed, role of the key personnel in that project, values of the projects and completion date.

N.B: All of the above to be accompanied by signed letter (on bidder’s letterhead) from bidder confirming that the key personnel are employed by bidder. If bidder does not confirm employment of the key personnel, bidder will be score 0 under this category.</td><td></td></tr>
<tr><td></td><td>FINANCIAL CAPABILITY = 20 points</td><td></td><td>20 POINTS</td></tr>
<tr><td></td><td>Bidder to provide access to funds as follows:</td><td>Signed or stamped Approved Credit line from the Bidder’s Manufacturer/ Supplier in</td><td></td></tr>
</table>

<table>
<tr><td></td><td colspan="2">FUNCTIONALITY</td><td>WEIGHT</td></tr>
<tr><td></td><td>BIDDER EXPERIENCE AND CAPACITY</td><td>RETURNABLES</td><td></td></tr>
<tr><td></td><td>
<table>
<tr><th>Description</th><th>Points</th></tr>
<tr><td>Bidder provided access to R600 000 or more</td><td>20</td></tr>
<tr><td>Bidder did not provide access to R600 000</td><td>0</td></tr>
</table>

NOTE: VERIFICATIONS WILL BE DONE ON THE RECOMMENDED BIDDERS
</td><td>relation to the applicable grade.

OR

Stamped Bidder’s Bank Statement showing available funds. (statement not older than 60 days on date of closing).

OR

Signed or stamped Funding letter from a registered FSP valid for 60 days from bid closing date from the funder.

NB: No bank codes will be accepted.

Failure to submit all required signed or stamped documents will score zero (0) point.</td><td></td></tr>
<tr><td></td><td>TOTAL</td><td></td><td>100 points</td></tr>
</table>

NB: JPC reserves the right to verify all submissions

NB: Only bidders who have met the minimum points of 70 points out of 100 may qualify to be on the panel of contractors for CIDB grade 2-4 SN

6. DUE DILIGENCE AND COMPLIANCE BEFORE AN AWARD IS MADE TO THE SUCCESSFUL BIDDERS

6.2 Valid Tax Compliant Verification PIN number issued by SARS

6.3 Proof of registration of the Bidder as follows:

- Natural persons- certified copy of ID document/ passport (NB: Certified ID or passport copies should not be older than 3 months from bid closing date. Smart card ID must be printed on both sides)
- Partnership- copy of Partnership Agreement plus IDs of all partners
- Company- current CM29 and/or COR 20.1
- Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners

6.4 Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted.

6.5 Company resolution

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

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

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

	RELEVANT PROJECT/ PROGRAM NAME	**VALUE OF WORK COMPLETED**	**PROJECT/PROGRAM OWNER**	**CONTACT DETAILS OF REFERENCE**
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
	TOTAL			

CAPABILITY AND EXPERIENCE OF KEY PERSONNEL

JPC MBD 14

NAME OF KEY PERSONNEL	YEARS OF EXPERIENCE	CV ATTACHED YES/NO	SUPPORTING DOCUMENT (CERTIFIED CERTIFICATE) YES/NO

EXPERIENCE

EXPERIENCE			
Company/ Organisation	**(Date from – Date to)**	**Duration of employment**	**Position**

<table>
<tr><th colspan="3">CURRICULUM VITAE TEMPLATE FOR BIDDER'S KEY PERSONNEL (1)</th></tr>
<tr><td>Surname</td><td colspan="2"></td></tr>
<tr><td>First Name</td><td colspan="2"></td></tr>
<tr><td>Date of birth</td><td colspan="2"></td></tr>
<tr><td>Nationality (plus ID number or passport number)</td><td colspan="2"></td></tr>
<tr><td>Membership of Professional Bodies and Professional Registration with date achieved (where applicable)</td><td colspan="2">Professional Body/ Association:
Registration (Member) Number:
Date of Registration:</td></tr>
<tr><td colspan="3">EDUCATION/ QUALIFICATIONS</td></tr>
<tr><td>Institution and date from and date to</td><td colspan="2">Qualifications obtained</td></tr>
<tr><td></td><td colspan="2"></td></tr>
<tr><td></td><td colspan="2"></td></tr>
<tr><td></td><td colspan="2"></td></tr>
<tr><td></td><td colspan="2"></td></tr>
</table>

EXPERIENCE			
Company/ Organisation	**(Date from – Date to)**	**Duration of employment**	**Position**

1. KEY EXPERIENCE RELEVANT TO PROJECT

NB: Professional Registration (where applicable) documents and Certified Copies of qualifications of the bidder's key personnel must be attached as supporting documents.

STANDARD CONDITIONS OF SUBMISSION (JPC MBD 15)

The following conditions apply to all bids submitted:

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

QUALIFICATION CRITERIA

Failure to adhere to the qualification requirements on JPC MBD 1 (qualification criteria) will result in the disqualification of the bid:

SUBMISSION OF PROPOSALS

- Bidder(s) are invited to submit their Proposals by completing the returnable Municipal Bidding Documents (MBDs) and JPCs' MBDs contained in this document.
- In this regard:
  - No other form of Proposal will be accepted. The MBDs must not be construed as an offer.
  - The Bidder(s) must submit the original including all annexures/ returnables clearly marked with the bidder's name
  - All Proposal documentation received shall be deemed JPC property and shall not be returned or thus requested back by any Bidder.
- Proposals must be sealed, clearly marked with POP name and number, and addressed to The Chief Executive Officer, City of Joburg Property Company (SOC) Ltd
- Bidder's return address must be clearly indicated at the back of the envelope.
- The fully completed document with annexures must be submitted before the closing date specified on the front cover, and be deposited in the tender box made available by the Client Services Centre of:

  The City of Joburg Property Company (SOC) Ltd
  33 Hoofd Street, Braamfontein
  Braampark office park, Forum I (One) Building,
  A – Block, 3rd Floor (Entrance level)

- **PROPOSALS WHICH ARE NOT SUBMITTED IN A PROPERLY SEALED AND MARKED ENVELOPE AND DEPOSITED IN THE BOX BEFORE THE CLOSING DATE, WILL NOT BE OPENED.**
- **PROPOSALS WHICH ARE NOT SUBMITTED IN THE CORRECT FORMAT WITH ANNEXURES ATTACHED, DULY COMPLETED, INITIALLED AND SIGNED, WILL NOT BE CONSIDERED.**
- The information required in the MBDs must be provided accurately and honestly. All details provided by the Bidder(s) will be regarded as material representations, which the JPC base the evaluation of the Proposal on. Any misrepresentation will be treated as material and will result in the disqualification of the Proposal by the JPC. Bidders, who fail to provide such

information to the satisfaction of the JPC, will be disqualified.

OPENING OF PROPOSALS

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

- Bidder's return address must be clearly stipulated or indicated on the back of the envelope.

EVALUATION OF PROPOSALS

- JPC reserves the right to seek clarification or further information from Bidder(s) and to appoint professionals to advise and verify information on aspects of the Proposals submitted in a manner that the JPC or its agent deems appropriate.

- The preferred Bidder(s) may be required to make presentations to the JPC.

- The Bidder(s) shall be deemed to know and understand the content of the Proposal Call document and a submission of the MBDs will indicate the Bidder(s) unconditional acceptance of all the terms and conditions contained in the Proposal Call document.

- The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of the Proposal Call documents.

- The non-acceptance or variation of any of the conditions, or the inclusion of any other conditions in the Proposal Call document by the Bidder(s) will be treated as a qualified bid and will be disqualified

- The Proposal(s) will be evaluated by the JPC. JPC may accept any Proposal in whole or in part and is not bound to accept any Proposal

- Proposals will be evaluated using the evaluation criteria stated in JPC MBD 12.

- The Proposal(s) will be adjudicated by the JPC's Bid Adjudication Committee and awarded in terms of the JPC's Supply Chain Management Policy for Goods and Services.

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

- Any Proposal in the name of a partnership or joint venture or consortium will, on acceptance, be deemed as joint and several agreements with all parties.

- All proposals shall remain valid for a period of **120 days** after the closing date, provided that bidders may extend the validity of the proposal on request of JPC.

RESOLUTIONS OF DISPUTES

- Persons or bidders who are aggrieved by decisions or actions taken in the implementation of Supply Chain Management system or in the awarding of the bid, must within 20 (twenty) days of the awarding of the bid, lodge a written complaint containing the details of the dispute arising to the Chief Executive Officer of JPC at the following address:

  3rd Floor, Forum 1, Braampark, 33 Hoofd Street, Braamfontein

  The written complaint must contain the following information:

  - The bid reference number;
  - The section of the Policy, Regulations or Act that has been violated;
  - The details of the violation;
  - The City Department or Municipal Owned Entity involved;
  - Relief sought.

- The Chief Executive Officer may appoint an independent person, from outside or within the City or JPC, to investigate and propose a dispute resolution mechanism to address the complaint. The person so appointed will be someone who was not involved in the transaction in question.

PROHIBITIONS

- JPC will not, subject to such amendments to the Act and Regulations and any exemptions as the Minister may promulgate from time to time, award contracts to Bidder(s) who are owned directly or indirectly by the following categories of persons:-

  - defined as an employee or public servant in the service of the state working for Local, Provincial and National Government; or
  - defined as an employee in the service of a government owned entity including the municipal entities;
  - if the employee mentioned above is actively or inactively a director, manager or principal shareholder of the service provider concerned (refer to GN44 in GG 28411 of 18 January 2006 for the exemption);
  - is a member of the board of directors of a municipal entity within its area of jurisdiction (refer to GN44 in GG 28411 of 18 January 2006 for the exemption);
  - who is an advisor or consultant contracted to the JPC for the purposes of assisting the JPC with defining of requirements, drafting of specifications or evaluation of the Proposals.

- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving as councillors for any municipality.

- JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving in National Assembly, Provincial Legislatures and National Council of Provinces.

- Failure by the above-mentioned persons to comply with the above shall lead to cancellation of the contract.

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

- The JPC does not encourage awarding of contracts to close family members of employees in decision-making positions.

- The bidder must declare and state whether a spouse, child or parent of the bidder or of a director, manager or shareholder is in the service of the City of Johannesburg Municipality, the City of Joburg Property Company, or has been in the service of the state in the previous twelve months.

GENERAL ENQUIRIES

Only email enquiries will be accepted, such enquiries must be directed to POPnumber@jhbproperty.co.za

JPC STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 16)

1. ***Appointment in Force and Authorised Signatories:*** This appointment is considered to have come into force immediately after all the necessary signatures have been appended.

2. ***Independent Contractor:*** The Service Provider is appointed as an independent contractor, and no contract of agency and/or employment is created. Save as may be expressly authorised by JPC from time to time in writing, the Service Provider shall not hold itself out to be the agent of JPC and/or commit JPC to any contract or obligation of whatever nature.

3. ***Alterations***: Should circumstances arise which call for modifications of the appointment, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.

4. ***Assignment:*** The Service Provider shall not without the prior written consent of JPC, cede or assign any of the benefits and obligations under this appointment.

5. ***Sub-Contracts:*** Any sub-contracts or modifications or termination thereof relating to the performance of the services by the Service Provider shall be made only with the prior written consent of JPC.

6. ***Compliance with Laws, By-laws and Ordinance:*** The Service Provider shall comply strictly with every applicable law, by-law and ordinance including every regulation, code of conduct or other directive to which the Service Provider may be subject in its professional capacity. In this regard, the Service Provider's particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations as well as to the Financial Intelligence Centre Act (FICA).

7. ***Insurance:*** If applicable, the Service Provider shall at its own cost and expense maintain professional indemnity insurance and public liability insurance with an insurer approved of by JPC in an amount and for duration as specified in the letter of appointment to which these general conditions of appointment relate.

8. ***Postponement and Termination:*** JPC may give written notice to the Service Provider at any time of its intention to abandon the services, in whole or in part, or to terminate this appointment. The effective termination date of this appointment shall not be less than fourteen (14) days after receipt of such notice, or such other shorter or longer periods as may be agreed between the parties. Upon receipt of such notice, the Service Provider shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum.

9. Upon termination of the appointment the Service Provider shall deliver to JPC the originals of all documents in the possession of the Service Provider relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.

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

11. ***Claims for Default:*** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Service Provider, or failing agreement, shall be referred to dispute resolution in accordance with clause 20.

12.Rights and Liabilities of Parties: Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.

12. ***Confidentiality:*** The Service Provider shall maintain all information relating to the appointment in the strictest confidence.

13. ***Indemnity:*** The Service Provider indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the a foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the Service Provider to comply with its obligation in terms hereof.

14. ***Skill, Care and Diligence:*** The Service Provider shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the Service Provider to JPC is approved by JPC such approval shall not limit the professional liability of the Service Provider in respect thereof. The Service Provider shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.

15. ***Faithful Advisor:*** The Service Provider shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.

16. ***Indirect Payments:*** The remuneration of the Service Provider charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.

17. ***Royalties:*** The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.

18. ***Ownership of Equipment, Materials, Supplies and Facilities:*** Equipment, materials, supplies and facilities furnished to the Service Provider by JPC or purchased by the Service Provider with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Service Provider shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by JPC.

19. ***Copyright:*** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the Service Provider in the course and scope of its appointment shall be and remain vested in JPC for which purpose the Service Provider cedes to JPC all such copyright.

20. ***Dispute Resolution*:**

a. Any dispute arising between the Parties in respect of this appointment shall in the first instance be referred in writing to the senior executives of the Parties by either Party for resolution. The senior executives of the Parties shall meet within five (5) business days after receiving the aforesaid written referral and shall use their best endeavours to resolve the dispute within the time foregoing.

b. If the senior executives fails to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in paragraph (a) above, then either Party shall be entitled to immediately institute legal proceedings from a competent court.

c. Notwithstanding anything to the contrary contained in this paragraph 20, any party shall be entitled to approach a competent court for an appropriate relief.

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

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

POPIA **(JPC MBD 17)**

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

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

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

1. What is personal information?

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

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

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

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

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

3. How will JPC process personal information?

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

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

4. To whom will personal information be disclosed?

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

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

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

5. Consent and Permission to process personal information:

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

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

6. Rights regarding the processing of personal information:

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

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

7. Queries relating to breach of personal information:

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

Signature:	Date**:**

REGISTRATION DOCUMENTS **(JPC MBD 18)**

THE FOLLOWING DOCUMENTS MUST BE ATTACHED HEREAFTER (AS MBD) AS PROOF OF REGISTRATION:

- *Natural persons, Sole proprietors and JVs of these – copy of ID document/passport*
- *Schools – copy of Provincial School registration certificate*
- *NGO – copy of Provincial registration certificate*
- *Society Club/ Association – copy of Constitution / founding document*
- *Partnership -copy of partnership agreement plus IDs of all partners*
- *Closed Corporation - Copy of CK1 and/or CK2 and members agreement*
- *Company – current CM29,*
- *Trust – letter of appointment from the Master of the High Court of SA and deed of trust*
- *Joint Venture/Consortium – JV/Consortium agreement plus ID documents/ company Registration document of all members of JV/Consortium*

POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 19)

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

JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 21)

BIDDER'S EXPERIENCE **JPC MBD 22**

RELEVANT EXPERIENCE AND QUALIFICATIONS OF THE KEY PERSONNEL JPC MBD 23

Proof that the bidder is registered and in good standing with the Compensation Commissioner (COIDA) or Federated Employers Mutual Assurance (FEM). **JPC MBD 24**