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

POP 02/2026FY/JPC

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

Important Notice

Document availability: 03 October 2025

Briefing session Date: No briefing session will be held – all queries to be submitted to tenders@jhbproperty.co.za. All queries to be submitted from 03 October 2025 until 28 October 2025 to enable JPC to respond by no later than 31 October 2025. All queries sent after the Closing Date and Closing Time will not be responded to.

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

Closing time and date of submission: 03 November 2025 at 10h30 AM (Telkom time)
– no bid received after the closing date and time will be accepted

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

POP NUMBER: POP02/2026FY/JPC: ESTABLISHMENT OF PANEL OF SERVICE PROVIDERS FOR PROVISION OF TEAM ALIGNMENT AND SYNERGY ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

NAME OF BIDDER :

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

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

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

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INTRODUCTION

The City of Joburg Property Company SOC Ltd. (JPC)

- a) The City of Joburg Property Company SOC Ltd (JPC), established in 2000, is a dynamic company mandated to manage and develop the City of Johannesburg's (CoJ) property assets to maximise both social and commercial opportunities for the Council.
- b) Dedicated to finding solutions to the developmental challenges facing the City of Johannesburg, the JPC utilises council-owned land assets to leverage private sector investment in public infrastructure. The JPC, on behalf of the CoJ, provides Property Asset Management, Property Management (Commercial & Social), Property Development, as well as Facilities Management, Cleaning Services and Outdoor Advertising.
- c) Therefore, the JPC prides itself as the arm responsible for maximising the social, economic, and financial value of the CoJ's total property portfolio and enhancing its efficient use of the property to drive investment, economic growth and job creation. The JPC aims to achieve its objectives by focusing on the following imperatives:
 - Realising social, financial and economic value for the CoJ;
 - Supporting economic development and
 - Increasing the effectiveness of economically viable municipalities and social use of properties; and
 - Management of risk and return concerning the property portfolio and property transactions for the CoJ.

INVITATION TO BID (MBD1)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD					
BID NUMBER:	POP 02/2026FY/JPC	CLOSING DATE:	03 November 2025	CLOSING TIME:	10h30 AM
DESCRIPTION	POP02/2026FY /JPC- ESTABLISHMENT OF PANEL OF SERVICE PROVIDERS FOR PROVISION OF TEAM ALIGNMENT AND SYNERGY ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS.				

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	
CONTACT PERSON	Supply Chain Management	TELEPHONE NUMBER	
TELEPHONE NUMBER	010 219 9000	FACSIMILE NUMBER	
FACSIMILE NUMBER	010 219 9400	E-MAIL ADDRESS	
E-MAIL ADDRESS	tenders@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: POP 02/2026FY /JPC

(JPC MBD 2)

CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED PARTIES TO SUBMIT PROPOSALS TO BE INCLUDED IN THE ESTABLISHMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF TEAM ALIGNMENT AND SYNERGY; ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

Bid Number	POP 02/2026FY /JPC
Bid Description	ESTABLISHMENT OF PANEL OF SERVICE PROVIDERS FOR PROVISION OF TEAM ALIGNMENT AND SYNERGY ON BEHALF OF CITY OF JOBURG PROPERTY COMPANY AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS.
Non-Compulsory Briefing Session Date	No Briefing Session will be held
Document Availability Date	12h00 on the 03 October 2025
Document Cost	Tender documents can be downloaded from JPC website and E-tenders website at no cost, via www.jhbproperty.co.za or www.etenders.gov.za
Closing Date	03 November 2025 at 10h30 (Telkom time)
Disqualification criteria	Proof of valid registration with any relevant Sector Education and Training Authority (SETA) in the name of the bidding entity at date of tender closing.
Compliance Requirements before an award is made to the successful Bidder	- Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS). - Proof of registration of the Bidder as follows: - Natural persons- certified copy of ID document/ passport - Partnership- copy of Partnership Agreement plus IDs of all partners - Company- current CM29/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 partner - Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or Sworn Affidavit. - Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.

	- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement. - Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement. - In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate. - Central Supplier Database (CSD) registration valid on tender closing date. - Company resolution for bid signing powers - The following documents must be completed and duly signed: - Declaration of interest in MBD 4. - Declaration of the Bidder's Past Supply Chain Practices in MBD 8; - Certificate of Independent Bid Determination in MBD 9; and - Bidders Information in JPC MBD 7.1 - If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.
Evaluation Criteria	Functionality
Address	City of Joburg Property Company SOC Ltd, Forum I, Block A, Third floor(Reception level) 33 Hoofd Street, Braam Park, Office Park, Braamfontein
Enquiries	tenders@jhbproperty.co.za

Please note the following conditions of submission:

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

Musah Makhunga
Chief Executive Officer
City of Joburg Property Company SOC Ltd
3rd Floor, Forum I Building, Braampark
Office Park, 33 Hoofd Street,
Braamfontein Johannesburg

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

BID DOCUMENTS CANNOT BE POSTED.

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

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

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

ALL PAGES MUST BE INITIALLED.

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

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

GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS (JPC MBD3)

1. Purpose

- 2.1 The purpose of this request is to obtain proposal for a Panel of Service providers to provide Team Alignment and Synergy services on behalf of city of Joburg Property Company as and when required for a period of 3 years.

2. Conditions of Proposal

- 2.2 The City of Joburg Property Company SOC Ltd (Reg. No 2000/017147/07) ("JPC"), hereby invites interested suitable qualified/experienced Bidders to submit proposals for consideration for the appointment for the work described in this POP.
- 2.3 Appointment will be made in accordance with JPC's standard conditions of the contract.
- 2.4 The appointment will be valid for three years from the date of the appointment.

3. Submission of Proposals

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

4. Further Conditions

- The Bidder(s) shall be deemed to have satisfied itself as to all the conditions, procedures and performance and discharge of the obligations required in terms of this document.
- The Bidder(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.
- The information required in the Proposal must be provided accurately and honestly. Bidder(s), who fail to provide such information to the satisfaction of the JPC, will be disqualified from the proposal call process.
- All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.
- JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of a another person or entity or such cession or assignment is approved by JPC for justifiable reasons.
- The evaluation of bids will be completed by the JPC.
- JPC reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.

- i. JPC reserve the right to make an appointment to more than one bidder, in whole or in part.
- j. JPC reserve the right to negotiate a final proposal with any of the Bidder(s).
- k. JPC does not bind itself to accept any proposal submitted.
- l. JPC may at its discretion withdraw the proposal call process at any stage during the process.

Enquiries

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

tenders@jhbproperty.co.za

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER CODE NUMBER

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

SIGNATURE OF BIDDER

DATE

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 state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

No.	Info	Please provide detail	
3.12.1	Name of Director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, please furnish particulars:	Y e s	No
3.13.1	Name of Director		
3.13.2	Related company		
Note:	SCM Regulations: "¹In the service of the state" means to be – • a member of – • any municipal council; • any provincial legislature; or • the national Assembly or the national Council of provinces; • a member of the board of directors of any municipal entity; • an official of any municipality or municipal entity; • 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); • a member of the accounting authority of any national or provincial public entity; or • an employee of Parliament or a provincial legislature. "² Shareholder" means a person who owns shares in the company and is actively		

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

Full Name	Identity Number	State Employee Number

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

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

SCOPE OF WORK (JPC MBD 05)

1. PURPOSE

The purpose of this request is to obtain suitable proposals for a Panel of Service providers for the provision of Team Alignment and Synergy services on an as and when required basis, on behalf of the City of Joburg Property Company for a period of three (3) years from the date of appointment.

2. BACKGROUND

The Joburg Property Company (JPC) has a large and diverse workforce that provides critical service delivery across the City of Johannesburg departments and Corporate buildings. To provide effective and efficient service to its stakeholders, JPC needs to ensure that its employees work in sync as a team in driving the organisation's strategic objectives.

The successful service provider will be required to provide team alignment and synergy services including, but not limited to the listed interventions below, as and when required.

To ensure team synergy and cohesion, the mode of training required interventions should be offered physically.

Team Alignment and Synergy	Brief Description of program
Insights Assessment	An assessment that will enable JPC employees to understand their individual profiles, leadership / management preferences and how these impact with other team members. A tool that will enable teams to have a clear understanding and appreciation of Team Wheel as well as improvement areas for the entire team.
Values Barrett Survey	A tool used to Values "Barrett" to assess personal and organisational values. It further identifies seven important areas of human motivation.
Team Cohesive Facilitation	Facilitation by expert facilitator to enable team to align, be accountable, have clear understanding of team goals as well as organisational goals.
Building Trust relationships	A programme that will empower JPC employees to foster an environment of trust and integrity.
Personal Mastery Programme	A programme that will help JPC employees to have clear understanding and appreciation of self, their impact on others, team and providing them with clear blueprinting of enhancing their personal mastery and providing tools to thrive in an ever changing and dynamic world of work.

Facilitation Skills	A programme that will empower and enable JPC employees to facilitate internal sessions to drive culture and organisational efficiency.
Change Management	A programme which will empower employees to deploy and manage change initiatives successfully from an individual and organisational point of view providing immersive experience using ADKAR Model.
Mentorship & Coaching	A programme that will enable line managers and identified mentors on how to lead with a coaching and mentorship leadership style as well as effectively transfer knowledge within JPC.
Culture and Values Masterclass	A programme that will implementation of Culture and Leadershift within JPC incorporating Strategy.

3. Deliverables

- Conduct all relevant and required pre and post team assessment.
- Facilitate Team sessions enabling teams to reflect and improve on team cohesive and alignment.
- Provide team coaching and individual coaching sessions to help sustain team effectiveness.
- Empower managers and Human Capital on skills to deploy to enable JPC to create an environment conducive for team excellence.
- Provide accredited training for all occupational levels
- Deliver interventions that will promote organizational values, team synergy and improve employee productivity

Other training services relating to Team Alignment and Synergy may be requested from time to time which do not appear on the list provided above.

PROGRAMS OFFERED (JPC MBD 6)

Team Alignment and Synergy	Indicate training that can be provided with a tick	Programme Licensing
Insights Assessment		Licence
Values Barrett Survey		Licence
Team Cohesive Facilitation		N/A
Building Trust relationships		Licence
Personal Mastery Programme		N/A
Facilitation Skills		N/A
Change Management		Prosci
Mentorship & Coaching		Comensa /ICF
Culture and Values Masterclass		N/A

Bidders who fail to provide more than three(3) of the above tabled programs will not be considered.

PREFERENTIAL GOALS (MBD 6.1)

THIS DOCUMENT WILL BE USED AT THE RFQ EVALUATION STAGE

Bid proposal that meet the minimum threshold shall be evaluated on PREFERENTIAL GOALS, in accordance PPRs 2022 by the National Treasury.

VERIFICATION AND ALLOCATION OF PREFERENTIAL POINTS GUIDELINES			
	GOAL 1: DESIGNATED GROUP	MEANS OF VERIFICATION	POINTS
1	Business owned by 51% or more Women	CSD, ID copy of owner/s of the business and shareholder`s certificate.	10
	GOALS 2: SPECIFIC GOAL PROMOTION OF LOCAL ECONOMY	MEANS OF VERIFICATIONS	POINTS
1	Enterprises located within the City of Johannesburg Metropolitan Municipality.	CSD and proof of municipal account	10
	Price		80
	TOTAL		100

BIDDER'S INFORMATION (JPC MBD 7)

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

BIDDER BANKING DETAILS

Name of bidder's Banker	
Contact details of banker	

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

The Star		JPC website	
		E- Tenders	
		Business Day	

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

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

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

Item	Question	Yes	No
4.1	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 <i>audi alteram partem</i> 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
4.2.1	If so, furnish particulars:		

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This municipal bidding document (MBD) must form part of all bids¹ invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

BIDS WILL BE EVALUATED AS FOLLOWS:

1. DISQUALIFICATION CRITERIA

Proof of valid registration with any relevant Sector Education and Training Authority (SETA) in the name of the bidding entity at date of tender closing.

2. COMPLIANCE CRITERIA BEFORE AN AWARD IS MADE TO THE SUCCESSFUL BIDDER

- 1.1. Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).
- 1.2. Proof of registration of the Bidder as follows:
 - Natural persons- certified copy of ID document/ passport
 - Partnership- copy of Partnership Agreement plus IDs of all partners
 - Company- current CM29/COR 20.1
 - Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1
 - Trust- letter of appointment from the Master of the High Court of SA and deed of trust
 - JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners
- 1.3. Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or Sworn Affidavit.
- 1.4. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.
- 1.5. Up- to-date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.
- 1.6. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.
- 1.7. In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated B-BBEE Certificate.
- 1.8. Central Supplier Database (CSD) registration valid on tender closing date.
- 1.9. Company resolution for bid signing powers
- 1.10. The following documents must be completed and duly signed:
 - Declaration of interest in MBD 4;
 - Declaration of the Bidder's Past Supply Chain Practices in MBD 8;
 - Certificate of Independent Bid Determination in MBD 9; and
 - Bidders Information in JPC MBD 7.1
- 1.11. If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.

EVALUATION CRITERIA (JPC MBD 12)

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

STAGE 1: TECHNICALITY / FUNCTIONALITY EVALUATION

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

No.	Functionality	Weight	Supporting documents
1.	Experience, Capability & Past Performance of bidding entity: (30) - Companies who have (10) ten years or more relevant experience providing team synergies and cohesion for a company with the headcount of 1000 and more, were 7 and more of the programmes were provided. - Companies who have (5-9) five to nine years relevant experience but less than 10 years providing experience in team synergies and cohesion for 1000 employees were 4-6 listed programmes were provided. - Companies who have (3-4) years relevant experience in team synergies and cohesion for 1000 employees, where 3 listed programmes were provided. <i>Bidding Entities with less than three years and has done less than 3 programs experience will be scored zero</i>	30 20 10	The bidder must submit reference letter(s) printed on the client company's official letterhead, clearly indicating the project duration (start and completion date), number of employees in the company and programmes provided. (Refer to MBD6) Any reference letter that does not have ALL the above will not be considered and will not be awarded points. If the Bidding Entity is a JV, reference letters for the JV partners will be accepted, provided that all partners submit reference letters. If all JV partners do not submit reference letter(s), the submitted letters will not be considered and will not be awarded points
2.	Experience and Capability of Facilitators, Project Managers and/or Coordinators: (50) Bidders must provide the following personnel with CVs showing their individual years of relevant experience in the programmes requested, certified copies of qualifications in programs requested in MBD 6 and certified copies of professional registrations. The evaluation of experience will be based on each individual's years of relevant experience in the programmes requested (refer to MBD 6). Evaluation will be completed for the following roles: 1 x Project Manager 1 x Facilitator 3 x Coordinators		List completed in MBD 13 must be accompanied with related curriculum vitae indicating experience relevant to the role, and certified copies of qualifications in programs requested in MBD 6 and certified copies of professional registrations. Any experience, qualifications and professional registration not relevant to this tender will not be considered. Any submission for a Facilitator, Project Manager and/or Coordinator that

No.	Functionality	Weight	Supporting documents
	Experience will be evaluated per individual role; experience cannot be aggregated across multiple individuals. Project Manager: (10 points Max) 10 years or more relevant experience. 5–9 years relevant experience. 3–4 years relevant experience. Facilitator: (10 points max) 10 years or more relevant experience. 5–9 years relevant experience. 3–4 years relevant experience 3 X Coordinators: (30 points max) 10 years or more relevant experience. 5–9 years relevant experience. 3–4 years relevant experience <i>Individuals with less than three years' experience will not be considered and will not be awarded points . Failure to complete MBD 13 will result in a score of 0 for this section.</i>	10 7 5 10 7 5 10 7 5	does not have ALL the above will not be considered and will not be awarded points. (Refer to MBD13)
	Licensing of the Bidding Entity (20) 1. Certified copies of licensed and accredited programmes as per MBD 6 example, Insights, HPCSA, Prosci, ICF 5 or more 2-4 Bidding Entities that do not provide proof of licensed or accredited programmes and those that have less than 2 licences will be allocated zero points.	20 10	Certified copies of Bidding Entity's licenses and accredited programmes and must still be valid If the Bidding Entity is a JV, licenses and accredited programmes for any of the JV partner(s) will be accepted
TOTAL SCORE		100	

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

TIME FRAME

The appointed service provider will be valid for a period of 3 years from the date of appointment to the panel.

STATEMENT OF BIDDERS EXPERIENCE (JPC MBD 13)

NAME OF BIDDER:
 BID NO.:

The relevant projects previously completed by the bidder is as follows:

	RELEVANT PROJECT	PROGRAMMES IMPLEMENTED	DURATION	NUMBER OF EMPLOYEES IN ENTITY	CONTACT DETAILS OF REFERENCE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
	TOTAL				

CAPABILITY AND EXPERIENCE OF FACILITATORS, PROJECT MANAGERS AND/OR COORDINATORS

The bidders CV's and qualifications submitted must be the same as incumbents that will be annotated below.

The following **Facilitator(s), Project Manager(s) and/or Coordinator(s)** will be allocated to the work:

[illegible]



STANDARD CONDITIONS OF SUBMISSION (JPC MBD 14)

The following conditions apply to all bids submitted:

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

SUBMISSION OF PROPOSALS

- Bidder(s) are invited to submit their Proposals by completing the returnable Municipal Bidding Documents (MBDs) and JPCs' MBDs contained in this document.
- In this regard:
 - No other form of Proposal will be accepted. The MBDs must not be construed as an offer.
 - The Bidder(s) must submit one (1) original and one (1) soft copy (PDF FORMAT) on a USB Flash drive clearly marked in BIDDER 'S NAME.
 - All Proposal documentation received shall be deemed JPC property and shall not be returned or thus requested back by any Bidder.
- Proposals must be sealed, clearly marked with RFP name and number, and addressed to The Chief Executive Officer, City of Joburg Property Company (SOC) Ltd
- Bidder's return address must be clearly indicated at the back of the envelope.
- The fully completed document with annexures must be submitted before the closing date specified on the front cover, and be deposited in the tender box made available by the Client Services Centre of:

The City of Joburg Property Company (SOC) Ltd
Braamfontein, 33 Hoofd Street, Braampark Forum 1, A-Block, 3rd Floor (entrance level)
- **PROPOSALS WHICH ARE NOT SUBMITTED IN A PROPERLY SEALED AND MARKED ENVELOPE AND DEPOSITED IN THE BOX BEFORE THE CLOSING DATE, WILL NOT BE OPENED.**
- **PROPOSALS WHICH ARE NOT SUBMITTED IN THE CORRECT FORMAT WITH ANNEXURES ATTACHED, DULY COMPLETED, INITIALLED AND SIGNED, WILL NOT BE CONSIDERED.**
- The information required in the MBDs must be provided accurately and honestly. All details provided by the Bidder(s) will be regarded as material representations, which the JPC base the evaluation of the Proposal on. Any misrepresentation will be treated as material and will result in the disqualification of the Proposal by the JPC. Bidders, who fail to provide such information to the satisfaction of the JPC, will be disqualified.

OPENING OF PROPOSALS

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

EVALUATION OF PROPOSALS

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

RESOLUTIONS OF DISPUTES

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

3rd Floor, Forum 1, Braampark, 33 Hoofd Street, Braamfontein
Fax: (010) 219 9400
- The written complaint must contain the following information:
 - The bid reference number;

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

PROHIBITIONS

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

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

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

GENERAL ENQUIRIES

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

JPC STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 15)

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

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

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

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

20. ***Dispute Resolution:***

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

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

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

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

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

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

1. What is personal information?

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

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

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

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

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

3. How will JPC process personal information?

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

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

4. To whom will personal information be disclosed?

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

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

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

5. Consent and Permission to process personal information:

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

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

6. Rights regarding the processing of personal information:

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

Please note however, that any request in this regard may be declined if:

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

7. Queries relating to breach of personal information:

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

Signature:	Date:
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REGISTRATION DOCUMENTS (JPC MBD 17)**THE FOLLOWING DOCUMENTS MUST BE ATTACHED HEREAFTER (AS MBD) AS PROOF OF REGISTRATION:**

- *Natural persons, Sole proprietors and JVs of these – copy of ID document/passport*
- *Schools – copy of Provincial School registration certificate*
- *NPC – copy of Provincial registration certificate*
- *Society Club/Association – copy of Constitution / founding documents*
- *Partnership -copy of partnership agreement plus IDs of all partners*
- *Closed Corporation - Copy of CK1 and/or CK2/COR 20.1 and members agreement*
- *Company – current CM29/COR 20.1*
- *Trust – letter of appointment from the Master of the High Court of SA and deed of trust*
- *Joint Venture/Consortium – JV/Consortium agreement plus ID documents/ company Registration document of all members of JV/Consortium*



BIDDER'S COMPANY PROFILE (JPC MBD 18)



POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 19)

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

JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 21)