



JOHANNESBURG SOCIAL HOUSING COMPANY (SOC) Ltd

BID NO: RFP/SHAP/001 /2025

BID NAME: Request for Proposal for Social Housing Development or Affordable Rental Accommodation

BID DESCRIPTION: Request for Proposal for Social Housing Development or Affordable Rental Accommodation

TOTAL BID AMOUNT (OFFER):

OFFER IN WORDS:

CLOSING DATE: 11:00am Thursday 21st of October 2025

NAME OF BIDDER:

CONTACT PERSON:

STREET ADDRESS

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TEL: **CELL:**

FAX: **E-MAIL:**

PREPARED FOR:

JOSHCO
4th Floor
Number 61 Juta Street
Braamfontein

Switchboard: 011- 406 7300

CHIEF EXECUTIVE OFFICER
JOHANNESBURG SOCIAL HOUSING COMPANY

INVITATION TO BID: REQUEST FOR PROPOSALS

JOSHCO invites all prospective service providers to submit bids in accordance with the Terms of Reference provided in this invitation.

RFP/SHAP/001 /2025	Request for Proposal for Social Housing Development or Affordable Rental Accommodation
COLLECTION OF BID DOCUMENTS:	Tuesday , the 25th of September 2025 , The document will be available on the website (Under advertised tenders)
COMPULSORY BRIEFING MEETING:	11:00 am, Thursday, 25th of September 2025. VENUE: JOSHCO Building 61 Juta street , 1st floor educational room
BID CLOSING:	11:00am, Thursday 21st of October 2025. Bids must be delivered no later than the time and date indicated above. The delivery address is JOSHCO Offices, Ground Floor Reception, 61 Juta, Braamfontein, Johannesburg, Gauteng.

Request For Social Housing Development Proposal will be assessed in four stages as follows:

Stage 1: Pre-qualification Criteria (Part 1 of Submission)

Stage 2: Functionality Criteria (Part 2 of Submission)

Stage 3: Administrative Compliance.

Stage 4: Award Criteria

All enquiries regarding this bid must be directed **in writing** to the JOSHCO Supply Chain Department, contact person: **Thabo Mthembi**, cell : **083 429 9731**, e-mail address: thabo@joshco.co.za. Technical queries must directed to: **Thabo Molekoa** cell: **083 641 3422** e-mail address: thabom@joshco.co.za

Should you not receive communication from JOSHCO within 120 days of submitting your bid; accept your submission is unsuccessful.

Chief Executive Officer
Johannesburg Social Housing Company

Date:

THE EVALUATION OF THE TENDER WILL BE CONDUCTED AS FOLLOWS:

STAGE 1:	CRITERIA	MEANS OF VERIFICATION
Pre-Qualification Criteria	1.1. Building or Land Parcel located within the City of Johannesburg located within the spatial development framework 2040. 1.2. Completed and signed FORM OF OFFER (Cover page) 1.3. Signed Forms and Declarations 1.4. Land or building valuation Report. 1.5. Certified Copy of Title deed with sale agreement (in case the transfer processes are ongoing) for land or building in question. 1.6. NHBRC registration for a minimum of 160 units. 1.7. Developers must have a funding budget of at least (between a minimum of 20%) of their proposals for the project. Proof of funds available for this project to be a signed letter from a financial institution confirming funding facility available for the project	
STAGE 2: Functionality Criteria	2.1 The minimum threshold for the functionality evaluation is 80 points. 2.2 Part of 2 (minimum requirements) & 3 (Housing proposals) of Submission	
STAGE 3: Administrative Compliance	Primary: 2.1 Valid SARS Tax Clearance Certificate or confirmation of SARS pin 2.2 Up to date municipal account/statement for both the company and its active directors (not older than 3 months) in case where a bidder or the director is a lessee, a signed certified copy of a valid lease agreement must be supplied 2.3 Certified ID copies of all directors of Developer 2.4 Central Supplier Database (CSD) report 2.5 In the case of a JV, an original JV Authority of Signatory, JV agreement and a Consolidated B-BBEE Certificate from an approved verification agency for the JV must be submitted. 2.6 Cancelled cheque or an original letter from Bank not older than 3 months confirming bank account details. 2.7 Proof of compliance with COIDA (certified copy of a valid letter of good standing);	
STAGE 4: ❖ Award Criteria	• Part 1 Submission (Forms & Declarations) • Part 2 Submission (Minimum Requirements) • Part 3 Submission (Housing Proposals) Proposals that meet the above criteria's will be reviewed by the technical evaluation committee (TEC), where each proposal will be reviewed on its own merit against the scope requirements. TEC may	

	request for physical visits to site as part of the evaluation process and award.
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	Note: Upon award, the Developer will be required to provide the CIDB 9 grading of the contractor who will be constructing the units with all other related construction documentation.
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1. PROPRIETARY INFORMATION

JOHANNESBURG SOCIAL HOUSING COMPANY, hereafter referred to as **JOSHCO** considers this Proposal and all related information, either written or verbal, which is provided to the respondent, to be proprietary to JOSHCO. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The bidders shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of JOSHCO.

2. ENQUIRIES

All communication and/or pertinent enquiries for information of any kind relative to this Bid should be channelled to:

Contact person (all technical questions should be in writing):

Name & Surname	Thabo Mthembi
Telephone Number (Office)	083 429 9731
Email Address	thabo@joshco.co.za

Bidders may not contact any other JOSHCO employee besides contact person mentioned above on any matter pertaining to this bid from the time when bid is advertised to the time the bid is awarded.

Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

3. BID VALIDITY PERIOD

Responses to this bid received from bidders will be valid for a period of **120 calendar days**, counted from the closing date of the tender.

4. INSTRUCTIONS ON SUBMISSION OF TENDERS

4.1 Structure of the Submission

This is rolling call for Expressions of Interest with the request maintained and updated as necessary on JOSHCO's website.

4.2 Amendments & Clarifications

If for any reason, JOSHCO is of the opinion that a clarification and/or amendment is required to be made to this EoI, then JOSHCO shall be entitled to make any such clarification and/or amendment at any time and shall be under no obligation to explain any such clarifications or amendments to Applicants.

4.4 Ambiguities

Applicants shall immediately notify JOSHCO should they become aware of any ambiguity, discrepancy, error or omission in this EoI and any accompanying documents.

4.5 Validity Period

Submissions shall remain open for acceptance for a period of 3 months from the time of submission to JOSHCO or any longer period agreed with JOSHCO. Applicant that does not offer the housing scheme to any other interested parties.

4.6 Conflict of Interest

The onus is on Applicants to ensure that no actual or potential conflict of interest arises. Any actual or potential conflict of interest involving an Applicant must be fully disclosed to JOSHCO as soon as such actual or potential conflict becomes apparent.

In the event of an actual or potential conflict, JOSHCO shall in its absolute discretion decide on the appropriate course of action. JOSHCO reserves the right to reject a submission if an actual or potential conflict of interest exists and, in the view of JOSHCO, it cannot be avoided.

4.7 Registrable Interests

Any registrable interest involving an Applicant must be fully disclosed in the submission. In the event of such information only coming to an Applicant's notice after making a Submission and prior to the award of the Contract, it should be communicated to JOSHCO immediately upon it becoming known to the Tenderer.

JOSHCO shall, in its absolute discretion, decide on the appropriate course of action, which may without limitation, include terminating a Contract entered into with an Applicant.

4.8 Canvassing

If any Applicant (or a person associated with an Applicant), in connection with the submission either:

- a) canvasses or offers any inducement, fee or reward to any employee, servant or agent of JOSHCO or its professional advisors; or
- b) does anything which would constitute a breach of the procurement
- c) approaches any employee, servant or agent of JOSHCO or its professional advisors except as authorised in this EoI, including for the purposes of soliciting the employment of any such persons

that Applicant's submission may be rejected, without prejudice to any other civil remedies available to JOSHCO and without prejudice to any criminal liability which such conduct may attract.

4.9 Collusion

Any Applicant who in connection with this EoI, either:

- a) fixes or adjusts the manner or context of its Submissions by or in accordance with any agreement or arrangement with any other Applicant; or
- b) enters into any agreement or arrangement with any other Applicant that it shall refrain from participating in the Competition or any part of it; or
- c) causes or induces any person to enter such agreement as is mentioned in this paragraph or to inform the Applicant of its Submissions or their content; or
- d) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission which is likely to affect competition or any other Submission or proposed Submission; or

- e) communicates to any person other than JOSHCO or Group members the contents of its Submissions (except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the Submissions) or carries or any other form of co-operation or collusion which JOSHCO considers had actually or potentially undermined competition;

may be disqualified without prejudice to any other civil remedies available to JOSHCO and without prejudice to any criminal liability which such conduct may attract.

4.10 Confidentiality

All documents issued and information given to the Applicants shall be treated by the Applicants as confidential. Applicants shall not release details of the documents other than on a confidential basis to those who have a legitimate need to know or whom they need to consult, for the purpose of preparing their Submissions.

Applicants shall not at any time release information concerning this Competition for publication in the press or on radio, television, screen or any other medium.

JOSHCO shall have the right to publicise, or otherwise disclose, to any third party, information regarding the Submission or the Contract, the identity of Applicants (including details of their respective members, representatives, advisors, consultants, contractors, servants and/or agents), at any time.

4.11 Data Protection

Should any personal data (as defined in the Data Protection Legislation) be made available as part of the Competition, the Applicant will ensure it complies with the provisions of the Data Protection Legislation including, without limitation:

- a) ensuring that it has in place an appropriate notification on the register maintained by the Information Commissioner (as defined in the Data Protection Legislation);
- b) only processing such personal data in accordance with the instructions of JOSHCO;
- c) ensuring it destroys all such personal data when it is no longer required for the purposes for which it was made available to the Tenderer; and
- d) taking all necessary organizational and technical measures to protect the personal data from unauthorized disclosure.

Bidders should submit completed bid documents and returnable to JOSHCO Offices in an sealed envelope marked **RFP/Request for Social Housing Development Proposal/2025** and in accordance to the scope of work attachment.

- 4.1. Bids must be submitted in a prescribed response format herewith enclosed as 'Response Format'.
- 4.2. The closing date, company name and the return address must also be endorsed on the envelope.
- 4.3. If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. **JOSHCO** will not be held responsible for any delays where tender documents are handed to the **JOSHCO** Receptionist and/or arrives late.
- 4.4. No bids received by telegram, telex, email, facsimile or similar medium will be considered.
- 4.5. Where a tender document is not in the tender box at the time of the tender closing, such a tender document will be regarded as a late tender. **JOSHCO** reserves the right not to consider/evaluate any late tender response.
- 4.6. Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the tender box before the closing time.

5. PREPARATION OF BID RESPONSE

- 5.1. All the documentation submitted in response to this bid must be in English.
- 5.2. The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the tender document.
- 5.3. Bids submitted by bidders must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the Tender.
- 5.4. Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by **JOSHCO** in regard to anything arising from the fact that pages are missing or duplicated.
- 5.5. A valid tax clearance certificate must be included in the bid response.
- 5.6. A copy(s) of certificates from the organizations/ bodies that the bidder is affiliated to must be included in the bid response.

6. SUPPLIER PERFORMANCE MANAGEMENT

- 6.1. Supplier Performance Management is viewed by the **JOSHCO** as critical component in ensuring value for money acquisition and good supplier relations between the **JOSHCO** and all its suppliers.
- 6.2. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the **JOSHCO**, which will form an integral part of the supply agreement.
- 6.3. The SLA serves as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to **JOSHCO's** business.
- 6.4. Bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

7. JOSHCO'S RIGHTS

- 7.1. **JOSHCO** is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendments in good time.
- 7.2. The **JOSHCO** reserves the right not to accept the lowest bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the **JOSHCO**.
- 7.3. The **JOSHCO** reserves the right to award this tender to a purely empowerment company or may award this tender on condition that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating the tenders.
- 7.4. The **JOSHCO** reserves the right to award this tender as a whole or in part without furnishing reasons.
- 7.5. **JOSHCO** reserves the right at all material times to extend the scope of work relating to this tender to include all or some of the City of Johannesburg's requirements. Should this be the case, as a result thereof all the relevant implications will be negotiated between the **JOSHCO** and the successful bidder.

8. UNDERTAKINGS BY THE BIDDER

- 8.1. The bidder hereby offers to render all or any of the services described in the attached documents to **JOSHCO** on the terms and conditions and in accordance with the terms of reference/ specifications stipulated in this Tender documents. **(And which shall be taken as part of, and incorporated into, this Proposal.)**
- 8.2. Bids submitted by prospective bidders must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
- 8.3. The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the **JOSHCO** during the validity period indicated and calculated from the **closing hour and date of the Tender**; this bid and its acceptance shall be subject to the terms and conditions contained in this tender document.
- 8.4. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
- 8.5. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.

9. REASONS FOR DISQUALIFICATION

- 9.1. **JOSHCO** reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder may be notified in writing of such disqualification:
 - 9.1.1. bidders who submitted incomplete information and documentation according to the requirements of this bid document;
 - 9.1.2. bidders who submitted information that is fraudulent, factually untrue or inaccurate information;

- 9.1.3. bidders who received information not available to other vendors through fraudulent means; and/or; other non-prescribed means;
- 9.1.4. Bidders who do not comply with compulsory requirements as stipulated in this bid document.

10. LOCAL PRODUCTION/ CONTENT

JOSHCO promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. JOSHCO reserves the right to set minimum threshold for local production and content for undesignated sectors.

11. RESPONSE FORMAT (RETURNABLE SCHEDULES)

Bidders shall submit their responses in accordance with the response format specified below (each schedule must be clearly marked):

11.1. Cover Page: (the cover page must clearly indicate the bid reference number, bid description and the bidder's name)

11.2 General

Submissions must be fully compliant with the requirements of this EoI. Without prejudice to JOSHCO's right to request clarifications from an Applicant, the Authority reserves the right at its absolute discretion to reject any submission which lacks any of the information required by this EoI at the closing date and time. Please refer to Appendix 1 which provides a Checklist of documentation that must be provided as part of the submission.

All submissions must be in the English language. Any specified word or page limits must be adhered to - additional wording or pages will simply not be assessed.

Applicants must not make assumptions that JOSHCO has experience of their organisation or activities, even if that Applicant is currently contracted to or has been previously contracted to JOSHCO. Applicants will only be evaluated based on the information provided in their Submission and other responses provided to JOSHCO in the course of the submission.

Each Applicant should ensure that its submission is compliant, comprehensive and clear. JOSHCO reserves the right, but shall not be obliged, to reject any submission which does not fully comply with the requirements set out in this EoI or is ambiguous. If a submission fails to so comply, is qualified, is ambiguous, or could be construed as rendering the submission equivocal and/or placing it on a different footing from other submissions, JOSHCO shall be entitled (but shall not be obliged) to take such steps as it considers appropriate, at its sole discretion, including (but not limited to):

- a) to reject the submission as non-compliant;
- b) without prejudice to JOSHCO's right to reject the tender:
 - I. to meet with, raise issues and/or seek clarification from the Applicant in respect of its submission;
 - II. to request the Applicant to provide JOSHCO with information or items which have not been provided or have been provided in an incorrect form or on an incorrect basis;
 - III. to waive a requirement which, in the opinion of JOSHCO, is minor or procedural;
 - IV. to amend or clarify the requirements of this EOI and invite Applicants to adjust their submissions on the basis of such revised or clarified requirement.

11.3 Format of Submissions

Submissions are to be structured as set out below.

Each of the different elements must be made in a separate sealed envelope and labelled appropriately as follows:

Submission to: JOSHCO

Housing

Project: Expression of Interest: **Request for Social Housing Development Proposal**

Part 1 of Submission (Forms & Declarations)

Company Information

Submission to: JOSHCO

Housing

Project: Expression of Interest: **Request for Social Housing Development Proposal**

Part 2 of Submission (Minimum Requirements)

Compliance Documents

Submission to: JOSHCO

Housing

Project: Expression of Interest: **Request for Social Housing Development Proposal**

Part 3 of Submission (Housing Proposals)

Submission to: JOSHCO

Housing

Project: Expression of Interest: **Request for Social Housing Development Proposal**

Part 4 of Submission (Pricing Proposals)

Two (2) hard copies of each part of the submission must be provided.

A return address must be included on the rear of the submission package.

Postage, courier and other charges on all documents must be prepaid.

JOSHCO's decision as to whether or not an applicant has complied with the requirements of this EOI shall be final and binding.

11.3.1 Part 1 of Submission • Forms & Declarations

In Part 1 of the submission, Applicants must complete and return all of the forms and declarations set out in Appendix 2:

Form 1 - Applicant's Statement (on letter head)

Form 2 - Applicant Information

Form 3 - Bona Fide Submission

Form 4 - Conflicts of Interest

Form 5 - Eligibility

If any form or declaration is not completed or is not completed to the satisfaction of JOSHCO, the Applicant may be eliminated from the competition without Parts 2, 3 or 4 of its submission being opened or evaluated

An Applicant shall be eliminated from the competition if any of the grounds for elimination in Section 1 of Form 5 (Eligibility) apply to the Tenderer.

11.3.2 Part 2 of Submission • Minimum Requirements

In Part 2 of the submission, Applicants must confirm that they meet all of the following minimum requirements and demonstrate that they have the ability and capacity to perform the contract.

A. Functionality Criteria

Applicants are required to provide the functionality documentation for scoring as indicated under 12.1.

B. Relevant Insurances

Applicants are required to confirm that either they have or their building contractor have Employer's Liability and Public Liability as required below. Applicants are also required to

confirm that each of their professional team members and material sub-contractors have and shall maintain the Professional Indemnity insurances required below. Formal evidence of the above Relevant Insurances being in place shall be sought prior to any Contract being entered into.

C. Site Location Map

Each Applicant must provide a site location map (size A3 or larger, scale 1:1000, Ordnance Survey map or similar, with boundaries of the site clearly marked in red) showing the location of the scheme.

D. Planning Permission

Each Applicant must provide in its submission a copy of the planning permission granted in respect of the scheme. Where planning permission is not in place, the Applicant must submit the invoice number or reference number from City Planning identify the status of any planning application that has been made.

In a Request For Social Housing Development Proposal project, the expectation is that all necessary approvals, including planning permission, are in place before the project proceeds. If an applicant does not have approved planning permission, it introduces significant risks, including delays, additional costs and potential non-compliance with zoning regulations

E. Funders Requirements

Each Applicant must confirm that they are willing to execute the following documents as detailed in appendix 3 in favour of the project's funders should they be required:

- Form of Collateral Warranty
- Form of Letter of Confirmation
- Form of Notice for Insurances

11.3.3 Part 3 of Submission - Housing Proposals

In Part 3 of the submission, Applicants must answer the following questions in relation to how they propose to deliver the units:

- A. Detailed Designs.** Please provide detailed design drawings, which at a minimum should be the planning drawings. Please also provide a full schedule of accommodation for the proposed scheme indicating the floor areas/size of each unit, area of private open space, refuse collection & storage, services and amenities within the scheme. (Please note before JOSHCO can sign formal contracts for a development a full set of detailed construction drawings must be provided. The fees must be included in the Applicants proposed costs). Joshco Design Specific
- B. Specifications.** Please provide the proposed architectural technical specifications with a schedule of finishes for the scheme.
- C. Programme.** Please provide a programme showing the timescales involved in developing the scheme. This must indicate general timeframes and when the scheme will reach practical completion. The date for the delivery of the scheme will be the date for completion in any subsequent building agreement.
- D. Proximity.** Please explain on 2 x A4 pages (in Arial font size 12 single spaced) the proximity of the Proposed Housing Scheme to each of the following facilities (specifying the distance (in metres/kilometres) to each of the following and the nature of the facility in question):
- (a) Public Services**
Public transport, good road network, public car parking, park & ride facilities, cycle route & parking facilities;
 - (b) Primary Services**
Schools, creche, hospital medical facilities, supermarket, Post Office, Bank, Daycare centres and other retail services;
 - (c) Amenities**
Playgrounds, parks, libraries, sports facilities, swimming pools, & other private or public leisure facilities such as cinema, community centres, children's play centres.

11.3.4 Part 4 of Submission - Pricing Proposals

In Part 4 of the Submission, Applicants must provide their pricing proposals by completing the following table:

- A. Please confirm the **Building/land purchase cost**.
- B. Please confirm the **Development cost** (including cost of construction for civil works (roads and services) and top-structure, landscaping, services, consultant fees etc and VAT but excluding land).

PRICING SCHEDULE	
A. Building or land Purchase Price <i>For information only (not for evaluation), please specify the price at which the site/building is proposed to be sold to JOSHCO. Please note this price will be fixed, include for all necessary snagging works and be VAT inclusive.</i>	R
B. Development Cost <i>(all-inclusive - including cost of construction for civil works (roads and municipal services) and top-structure, landscaping, services, consultant fees etc and VAT but excluding land).</i>	R
C. Proposed number of units	
Indicative Price per Bachelor Unit (for information only)	R
Indicative Price per 1 bedroom Unit (for information only)	R
Indicative Price per 2 bedroom Unit (for information only)	R
The Applicant's proposed average price per unit for the Scheme (inclusive of VAT) calculated as (A+B)/C. Note: only the average unit price will be used in the evaluation of costs	R
TOTAL BID OFFER (A+B)	R

All prices, costs and financial data included in the submissions must be in Rands (R). Any currency variations occurring over the term of the contract shall be borne by the Applicant. They must be inclusive of all costs, expenses and indexation and be inclusive of any applicable taxes such as VAT.

Applicants must not alter or insert additional items in the above table or submit any other pricing document.

11.4 Delivery of Submissions

If the Applicant wishes to participate in the EoI, its completed submission including all attachments referred to therein must be delivered using the following address label template:

To:

JOSHCO Request For Social Housing Development Proposal

Development Team

61 Juta Street

BRAAMFONTEIN

Confidential

Project: Expression of Interest - Request for Social Housing Development Proposal

The Applicant's name should appear on the box/envelope containing the submission. It is the responsibility of the Applicant to ensure the submission is labelled correctly.

Neither JOSHCO nor any of its respective servants, consultants, agents or advisers will be responsible for any expense incurred by an Applicant in the preparation and/or delivery of submissions.

Submissions will not be returned to Applicants.

12. EVALUATION CRITERIA AND WEIGHTINGS

Bidders shall be evaluated in terms of the following parameters:

Submissions will be considered on their own merit and a review of each proposal received will be completed in order to determine whether the scheme complies substantially with JOSHCO's stated requirements. A separate financial analysis will also be completed to determine whether the scheme represents value for money in comparison to similar properties available in the market and an assessment of project costs and viability of the proposal in terms of securing the funding necessary to complete the purchase.

Only schemes that meet JOSHCO's technical and financial requirements will be advanced.

12.1 BID EVALUATION

12.1.1 Part 1 of Submission (Forms & Declarations)

Award Criterion	Weighting
Form 1 - Applicant's Statement (on letter head) submitted	
Form 2 - Applicant Information submitted	
Form 3 - Bona Fide Submission submitted	
Form 4 - Conflicts of Interest submitted	
Form 5 - Eligibility submitted	

12.1.2 Part 2 of Submission (Minimum Requirements)

Award Criterion	Weighting
Criteria A: Functionality Criteria submitted	
Criteria B: Details of relevant insurances provided	
Criteria C: Site Location Plan submitted	
Criteria D: Details of Planning status provided	

Criteria E: Confirmation Funders Requirements can be met	
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Bids will be evaluated in accordance with the following technical criteria:

FUNCTIONALITY CRITERIA	Points
1. LAND AVAILABILITY AND STRUCTURING RIGHTS	70
• Ownership of land that can yield minimum of 160 units – 5 points. • Ownership of land that can yield minimum of 160 units with municipal infrastructure in place – 20 points. • Ownership of land that can yield minimum of 160 units with municipal infrastructure in place and located within a Social Housing Regulatory Authority (SHRA) Restructuring Zone– 30 points. • Ownership of land that can yield minimum of 160 units with municipal infrastructure and located within a Social Housing Regulatory Authority (SHRA) Restructuring Zone and City of Johannesburg Municipality approved land use right – 70 points. Note: Municipal infrastructure refers to the bulk and link services - water, sewer, electricity, roads and stormwater – that enable the implementation of the land use rights. The availability and adequacy of this infrastructure are key considerations in rezoning and township establishment application approvals, as they directly affect the viability and sustainability of urban development.	70
2. NUMBER OF UNITS	30
• Less than 160 units – 0 points • More than 160 units – 10 points • Above 200 units – 20 points • Above 300 units – 30 points	30
TOTAL	100

Bidders must score **at least 80** on the functionality criteria to get the minimum weighing points.

Any Applicant (or Tenderer) which fails any of the award criterion in Parts 1 or 2 shall be eliminated and shall not proceed to have Part 3 or Part 4 of its submission evaluated.

12.1.3 Part 3 of Submission (Housing Proposals)

As noted above, an assessment will be made on the social/affordable housing proposals submitted by the developer to determine whether the submission satisfies the institutions stated requirements.

In the event that more than one submission is received in a particular area, and it is only possible to progress with one of the proposals submitted, then JOSHCO will evaluate the submissions using the following award criteria to determine an appropriate score by which the relative advantages of the different submissions can be assessed.

Each response to Question 1 (Detailed Designs), Question 2 (Specifications) and Question 4 (Proximity) in Part 3 shall be scored out of 10 marks using the following scoring matrix

Indicator	Score
No response at all or insufficient information provided in the response such that it is un-assessable and/or incomprehensible.	0
Very poor response in many respects	1 - 2
Poor response in many respects	3 - 4
Reasonable response in most or all respects	5 - 6
Good response in most or all respects	7 - 8
Very good response in all respects	9
Excellent response in all respects	10

The raw scores for the above three questions will then be weighted based on the following and aggregated to give a mark out of 50.

Please note that schemes without the benefit of full planning permissions will score less well in terms of Question 1 (Detailed Design) and question 2 (Specification) than schemes that have full planning permission in place. Without the planning permission this will not be approved.

Award Criterion	Weighting
Detailed Design (Part 3, Question 1) factored by 2	20%
Specifications (Part 3, Question 2) factored by 1.5	15%
Proximity to Amenities, Public Services, Primary Services (Part 3, Question 4) factored by 1.5	15%

The response to Question 3 in relation to programme will be assessed for information only and shall not form part of the overall evaluation process.

12.1.4 Part 4 of Submission (Pricing Proposals)

An assessment will also be made on the pricing proposals submitted by the developer to determine whether the submission satisfies the associations stated requirements in terms of value for money and financial modelling.

In the event that more than one submission is received in a particular area, and it is only possible to progress with one of the proposals submitted, then JOSHCO will evaluate the submissions using the following award criteria to determine an appropriate score by which the relative advantages of the different submissions can be assessed.

The Applicant's proposed average price per unit for the scheme as specified in Part 4 of its submission shall be evaluated and scored in accordance with the following matrix:

The score for the average price per unit shall be scored out of 10 initially. This raw score shall then be multiplied by a factor of 5 to produce a Applicant's final score for Part 4 out of 50%.

If, in JOSHCO's opinion, a suggested sum is abnormally low, JOSHCO may require the Applicant to provide further written details of the constituent elements of the overall proposed price or any other information which JOSHCO considers relevant. Any failure to provide such information, where requested, may exclude the Applicant from further consideration. If, having considered the information provided, JOSHCO is of the view that either the overall price is abnormally low, JOSHCO may at its absolute discretion reject the bid.

12.2 SUCCESSFUL APPLICANT

In the event that two submissions are received where it is only possible to progress with one project, the proposal that will be deemed as the preferred submission will be the one who's aggregate score under 12.1.3 and 12.1.4 above is the highest.

In the event that there is a tie on the combined score then the one with the highest mark for price (12.1.4) will be deemed to be the preferred submission.

JOHANNESBURG SOCIAL HOUSING COMPANY (JOSHCO)

SECTION 2: TECHNICAL REQUIREMENTS SPECIFICATION



1. SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1. Should a bidder have reasons to believe that the requirement Specification is not open and/or is written for a particular brand or product or service provider; the bidder shall notify **JOSHCO SCM Department** in writing within two (2) days after publication of the bid.

- 1.2.** Bidders shall provide full and accurate answers to the questions posed in this document, and, where required explicitly state either **“Comply/Not Comply”** regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their bid meets the specific functional/technical requirements; failure to substantiate will lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response. Failure to comply with compulsory requirements will lead to the bidder being disqualified.

2. BACKGROUND INFORMATION

2.1. About JOSHCO

JOSHCO, acting as the agent of the City of Johannesburg (COJ), is inviting proposals from contractors. For information purposes and to enquire as regards to who JOSHCO is and what they do please visit the website at www.JOSHCO.co.za . It has been assumed that the service provider is familiar with the business of JOSHCO and fully understands its mandate and general day-to-day business activities and what its vision and mission is in terms of providing housing.

3. BACKGROUND

Johannesburg Social Housing Company, hereafter referred to as JOSHCO (Reg. No. 2003/008063/07), an Agent of the City of Johannesburg Metropolitan Municipality, invites prospective service providers to submit Proposals in accordance with the below specifications

JOSHCO was established by the City of Johannesburg as its preferred implementing agents for social housing developments and management of rental accommodation for low income earners within the Joburg metropolis.

JOSHCO's aim is to provide long-term, safe, quality housing at best value whilst locally building mixed, sustainable communities. JOSHCO is primarily a service organization, housing people in need and managing homes whilst responding to, engaging with and involving local people to make social housing work.

Our core business is Development and management of social and affordable housing units in a sustainable way, allowing people and families to peacefully enjoy, live and settle within communities.

The Institution currently provides and manages over 10 000 social/affordable housing units.

As part of the ongoing growth and development of the Institution, JOSHCO wishes to engage with experienced social/affordable housing developers, building contractors and/or landowners or agents acting on their behalf, in connection with the procurement of social/affordable housing units within the Johannesburg area

This notice sets out to explore the availability of suitable development opportunities that JOSHCO may procure from the open market on a Request for Social Housing Development Proposal acquisition basis in order to assist in the delivery of social/affordable housing units, based upon a clearly identified set of criteria.

This document sets out the terms and conditions under which an Applicant submits an Expression of Interest (Eoi) and the basis on which JOSHCO will determine which Submission(s) will be progressed further.

4. INFORMATION FOR APPLICANTS

Applicants are requested to note the following:

- 4.1 This Competition is governed generally by public procurement laws of Treasury, the City of Johannesburg and Johannesburg Social Housing Policy
- 4.2 This (Expression of Interest) Eoi replaces and supersedes any and all previous documentation, communications and correspondence between JOSHCO and the Applicant. Applicants should not place any reliance on previous documentation, communications or correspondence that may have been submitted in relation to this proposal.
- 4.3 All costs associated with the preparation and submission of the Eoi proposals, including the engagement of design consultants, securing planning permission etc. are to be considered as work at risk and will be the sole responsibility of the Applicant regardless of the outcome of the process, including the abandonment of the process by JOSHCO
- 4.4 Following the review of all submissions, JOSHCO may elect to contract with one, several or none of the Applicants. No legal relationship or other obligation in relation to the development of any Scheme shall arise between the Applicant and JOSHCO

unless and until a Contract which is the subject of this EOI is formally executed in writing by JOSHCO and the successful Applicant (if any) and all Conditions Precedents to the effectiveness of any such Contract have been fulfilled. Nothing in this EOI is or shall be relied upon as a promise or representation as to JOSHCO's ultimate decision in relation to the award of any Contract.

- 4.5 The content of this document is for information purposes only and may not be used for any purpose save in connection with the EOI Submission. No part of this document, in whole or in part, may be reproduced, stored, transmitted, or used for design purposes without the prior written permission of JOSHCO.
- 4.6 Each Applicant's acceptance of delivery of this EOI constitutes its agreement to, and acceptance of, the terms of the competition. In particular, Applicants must:
- (i) comply with the requirements and instructions specified in this EOI; and
 - (ii) when preparing their Submissions, follow the format specified in this EOI and include all information specified in this EOI.

5. OBJECTIVE AND SCOPE

Proposals are invited from suitable applicants (i.e. experienced developers, Building Contractors or other parties) to supply residential scheme(s) for social/affordable housing purposes. Submissions can be on the basis of Request for Social Housing Development Proposal acquisition of completed units.

The following scope applies to any scheme put forward by Applicant:

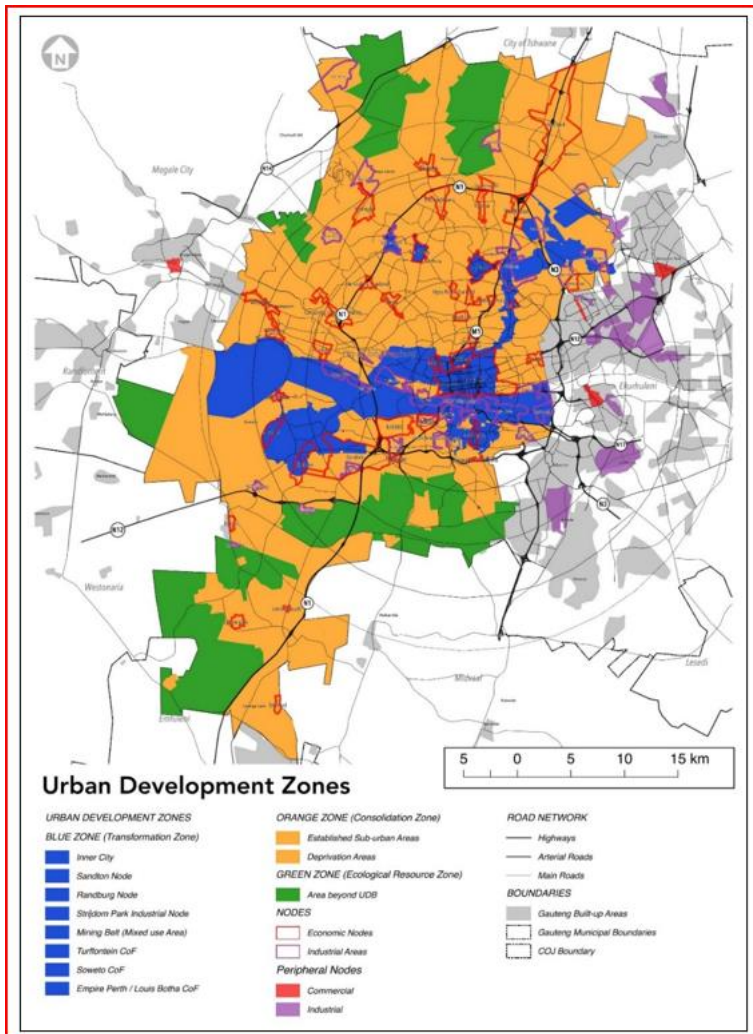
- 5.1 Suitable social/affordable housing schemes should typically comprise a mix of house types ranging from one and two beds bachelor/one beds 30%, two beds 70% according to current Social Housing Regulatory Authority (SHRA) Units Mix and be in areas of high housing demand, economic nodes, and within Transport corridors (TODs). The final mix of house types will vary depending on location and must follow the SHRA criteria and Capital Investment Framework criteria.

The Capital Investment Framework (CIF) reflects the medium term (3 year) investment priorities of the City, which in this case will be the proposed capital investment over the medium terms budget framework financial periods.

The main objectives of the CIF is to:

- Prioritise projects and programmes through a strategic and spatially linked information system known as the Johannesburg Strategic Infrastructure Platform (JSIP) in the context of a constrained capital budget, and;
- Direct future public and private investment, by aligning capital budget requirements of departments and entities to priority areas, defined in the Joburg 2040 Growth and Development Strategy (GDS), Spatial Development Framework 2040 and the Integrated Development Plan.

Urban Development Zones



The Urban Development Zones (transformation areas) are the main focus for future development through urban intensification and growth and thus are high priority areas for growth enabling capital investment.

The focus for investment in Spatially Targeted Investment Areas, (STIAs), are as follows:

- Inner City
- Corridors of Freedom
- Deprivation and Informal Settlement areas
- Secondary Economic Nodes

5.2 Preference will be given to schemes that have the benefit of planning permission. Should planning permission for the site not be available, the Applicant should indicate when full planning permission is likely to be obtained. JOSHCO's order of preference will be as follows:

1. Completed developments (Request for Social Housing Development Proposal).
2. Development sites that have full planning permission (all statutory approval in place).
3. Development sites that have imminent planning permission (e.g with pre-approved applications).

Please note, it will not be possible for JOSHCO to contract on any scheme that does not have Planning Permission.

5.3 The development must comply with:

- a) the conditions of the Planning Permission relating thereto;
- b) the Site Development Plan;
- c) JOSHCO's Design Brief
- d) all Housing Guidelines issued by the Department of Human Settlements, including:
 - I. Delivering Sustainable Communities. Statement on Housing Policy (Breaking New Ground) - Dept. of Human Settlements.
 - II. Quality Housing for Sustaining Communities- SHRA standards
 - III. Comply with all Local Government statutory approvals, Building regulations and contractors registered with the CIDB during implementation

5.4 The Applicant must have good and marketable title to the land on which the scheme is to be developed.

5.5 Schemes should be for a minimum of 160 units.

5.6 Preference will be given to schemes that have a high proportion of units that have own door access and private amenity space however, subject to location, apartment schemes will also be considered.

Applicants whose Scheme does not meet these requirements will not be eligible for the award of a Contract and JOSHCO's determination as to whether these conditions are satisfied shall be final and binding.

6. CONTRACTUAL ARRANGEMENTS

The EoI seeks submissions on the basis of acquisition on Request for Social Housing Development Proposal basis

6.1 Request for Social Housing Development Proposal Acquisitions

Request for Social Housing Development Proposal arrangements relate to the acquisition by JOSHCO of completed units from the developer. JOSHCO can enter into contract to acquire the units prior to completion but the agreed (Progress payments based on a cash flow).

Negotiation on the final design and specification can occur during the development period between the developer/contractor and JOSHCO and JOSHCO may determine that unless certain amendments to the proposals are made that it will not be possible to enter into Contract. This said, it should be noted that design liability remains the responsibility of the developer and contractor at all times.

It may be possible to pay a fully refundable booking deposit to confirm JOSHCO's commitment to a Scheme, but it should not be assumed that this will always be the case as the payment of deposits will be determined on a project-by-project basis.

6.2 Design and Build

In addition to Request for Social Housing Development Proposal Acquisition type schemes, it may be possible for JOSHCO to work in partnership with an experienced developer/contractor to develop a scheme on a design and construct basis. Under these arrangements, JOSHCO, and/or its agents, review the suitability of the developer's design and cost proposals and negotiate an all-in project cost. The agreed cost will be split between land, professional fees and construction costs. JOSHCO acquires the land through a land sale contract and simultaneously enters into a building agreement for the construction of the units. Construction works are financed by way of certified interim payments made under the contract at agreed intervals stages.

The procurement and contract management of Design and Build arrangements is more complex as JOSHCO (as the Contracting Authority) needs to ensure that the association procures projects in accordance with National and Provincial public procurement guidelines and that the scheme is developed fully in accordance with the Building Regulation, NHBRC/CIDB requirements.

Please contact JOSHCO at www.joshco.co.za should you be interested in exploring the possibility of developing under a design & build arrangement further.

7. DURATION OF THE CONTRACT

The Contract will be for a period not exceeding **36 months** from signing of the contract with the successful Request for Social Housing Development Proposal service providers.

JOHANNESBURG SOCIAL HOUSING COMPANY (JOSHCO)

SECTION 3: PRICE PROPOSAL



Bidder to Populate the below Price schedule:

PRICING SCHEDULE	
D. Building or land Purchase Price <i>For information only (not for evaluation), please specify the price at which the site/building is proposed to be sold to JOSHCO. Please note this price will be fixed, include for all necessary snagging works and be VAT inclusive.</i>	R
E. Development Cost <i>(all-inclusive - including cost of construction for civil works (roads and municipal services) and top-structure, landscaping, services, consultant fees etc and VAT but excluding land).</i>	R
F. Proposed number of units	
Indicative Price per Bachelor Unit (for information only)	R
Indicative Price per 1 bedroom Unit (for information only)	R
Indicative Price per 2 bedroom Unit (for information only)	R
The Applicant's proposed average price per unit for the Scheme (inclusive of VAT) calculated as (A+B)/C. Note: only the average unit price will be used in the evaluation of costs	R
TOTAL BID OFFER (A+B)	R

All prices, costs and financial data included in the submissions must be in Rands (R). Any currency variations occurring over the term of the contract shall be borne by the Applicant. They must be inclusive of all costs, expenses and indexation and any applicable taxes such as VAT.

Applicants must not alter or insert additional items in the above table or submit any other pricing document.

SECTION 4: ANNEXURES



1. Check list for the returnable Documents		Tenderer's tick box ☐ if done
1.1.	Valid certified copy as proof of registration with the relevant professional body or other valid recognized professional council (Where applicable).	
1.2.	Valid SARS Tax Clearance Certificate and SARS pin	
1.3.	Up to date municipal account/statement for both the company and its active directors (not older than 3 months). In case where a bidder or the director is a lessee, a certified copy of a valid lease agreement must be supplied."	
1.4.	Certified ID copies of all directors	
1.5.	Valid CIPC/CK Documents (Company Registration)	
1.6.	Certified copy of the certificate of good standing issued in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 or proof of application issued by COIDA or a licensed compensation insurer	
1.7.	B-BBEE (Broad-Based Black Economic Empowerment) certificate by an accredited Verification Agency or a proof from the accountant in case there is no B-BBEE certificate or sworn affidavit in case where the bidder's annual turnover is below 10 million	
1.8.	If two or more tenderers form a joint venture, consortium or other unincorporated grouping of two or more persons ("joint venture"), a copy of the joint venture agreement entered into between the partners.	
1.9.	Proof of banking details (original letter from the bank with a bank stamp & signature / cancelled cheque)	
1.10.	Confirmation of Vendor Registration with JOSHCO, if not self-register on the national treasury central supplier database (CSD) and submit summary report that you will receive after registration.	
1.11.	Certified Copy of the VAT registration certificate (VAT 103) if the <i>tenderer</i> qualifies as a VAT vendor. <i>Tenderers</i> should note that the <i>Employer</i> will only pay VAT against presentation of a valid tax invoice and to the extent that VAT is payable in connection with the required scope	
1.12.	Declaration of shareholding and beneficiaries	
1.13.	CIDB registration print out	

2. Municipal Bidding Documents (MBD) to be completed and signed by bidder		Tenderer's tick box ✓ if done
2.1.	Invitation to Bid (MBD 1)	
2.2.	Original Valid Tax Certificate (MBD 2)	
2.3.	Pricing Schedule - Professional Services (MBD 3.3)	
2.4.	Declaration of Interest in Tender of Persons in Service of the State (MBD 4)	
2.5.	Preference Points claim form in terms of the Preferential Procurement regulations 2017 (90/10 version) and (80/20 version) (MBD 6.1)	
2.6.	Formal contracts (MBD 7.2)	
2.7.	Declaration of Tenderer's past Supply Chain Management Practises (MBD 8)	
2.8.	Certificate of Independent Bid Determination (MBD 9)	

APPENDIX 1

Applicants Checklist

Please ensure that two copies of the following information have been provided and that each of the four parts of the submission are provided in separate sealed envelopes (in accordance with):

Ref:	Requirement	Included Y/N
Part 1	Forms & Declarations (see 6.3.1 for further detail)	
	Form 1 - Cover Letter	
	Form 2 - Applicant Information	
	Form 3 - Bona Fide Submission	
	Form 4 - Conflicts of Interest	
	Form 5 - Eligibility	
Part 2	Minimum Requirements (see 6.3.2 for further detail)	
	A - Tax Clearance	
	B - Relevant Insurance	
	C - Site Location Plan	
	D - Planning Permission	
	E - Funders Requirements	
Part 3	Housing Proposals (see 6.3.3 for further detail)	
	1 - Detailed Design	
	2 - Specification	
	3 - Programme	
	4 - Proximity to facilities	
Part 4	Pricing Proposal (see 6.3.4 for further detail)	
	Pricing schedule i table	

APPENDIX 2

FORMS TO BE COMPLETED AND SUBMITTED IN PART 1

The forms contained in this Appendix must be completed in full and returned by Applicants.

- | | | |
|----|-----------------------|-------------------|
| 1. | Cover Letter | (Sign and return) |
| 2. | Applicant Information | (Sign and return) |
| 3. | Bona Fide Submission | (Sign and return) |
| 4. | Conflicts of Interest | (Sign and return) |
| 5. | Eligibility | (Sign and return) |

FORM 1 • APPLICANT'S STATEMENT

***[to be completed by the Applicant or by the lead entity within the Applicant's Group
on its headed notepaper]***

To: JOSHCO

Re: Expression of Interest for submission of potential Request for Social Housing Development Proposal.

Having examined your Expression of Interest Document we hereby include our submission and agree and declare the following on or own behalf (and where we are a Group, on behalf of all members of our Group):

We understand the nature and extent of the works required to be provided under the contract, and the risks associated therewith, and we have carried out all necessary due diligence in relation to same.

We confirm that we have made our submission in accordance with the instructions set out in the EoI.

We confirm that:

1. We have obtained planning permission by the closing date and time for receipt of submission. Should this not be the case we have provided within our submission details of when planning permission is expected to be obtained.
2. Our Scheme complies with:
 - i the conditions of the Development planning relating thereto (where relevant);
 - ii the Site Development Plan;
 - iii JOSHCO's Design Brief and design standards and specifications
 - iv all Housing Guidelines issued by in favour of the Department of Human Settlements
3. We have good and marketable title to the land on which the scheme is to be developed; We confirm that our Submission shall remain valid for acceptance by JOSHCO for a period of 6 months from the closing date and time.

We understand that JOSHCO does not bind itself to accept the lowest or any submission made in response to the EOI.

We understand JOSHCO reserves the right to discontinue the award procedure in the event of irregular submissions or in the absence of appropriate submissions and in such circumstances it may use the negotiated procedure without a further call for competition.

If applicable, we enclose with this Statement any relevant letters of support from parent companies or third parties whose resources we intend to rely on in order to perform the Contract. These letters confirm that any such third party:

- (a) will make its relevant resources available to the Tenderer in the event that the Tenderer is successful in this Competition and is awarded the Contract; and

- (b) it will enter into a contractual commitment with JOSHCO or a guarantee in favour of JOSHCO in respect of such relevant resources at the same time as any Contract is entered into with the Tenderer.

We acknowledge that the RFP does not constitute an offer to enter into a contract and should not be regarded as a commitment or representation on the part of JOSHCO to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise, binding JOSHCO shall exist unless and until a formal written contract is executed by or on behalf of JOSHCO. We understand that JOSHCO may, at its absolute discretion, terminate this competition at any time prior to a formal written contract being executed on behalf of JOSHCO.

We confirm our Professional Team member(s) will certify compliance with building regulations and planning permission:

We warrant and represent that we have all the requisite corporate authority to submit the Tender.

Dated this day of 2025

Signed by or on behalf of the Applicant: _____
Print Name of Signatory: _____

Name of Applicant¹: _____

Registered Address: _____

2 CORPORATE INFORMATION

¹ FULL NAME of Applicant In the case of a partnership insert FULL NAMES of ALL the partners.

[to be completed by the Applicant and (in the case of a Group) where indicated, by a Group Member]

Applicant (or lead entity only in case of Group)

Full Name:			
Address:			
Previous Name(s) if applicable:			
Registered Address if different:			
Registration Number (if applicable):			
Telephone:			
Contact Name & Details:			
E-mail address:			
Website address:			
Year Established:			
Legal Form (<i>Tick One</i>):	Company ☐ Partnership ☐	Joint Venture ☐ Other (specify):	
VAT Registration Number (if applicable):			
Directors' names and titles:			
Parent Company:			

Applicant's authorised representative

(or lead member's representative in case of Group)

Name:	
Contact Name & Details:	
Address:	
Telephone:	
Facsimile:	
Email Address:	

Status of Applicant

Please confirm whether the Applicant is a single bidder, a partnership, a Group or other type of joint venture.

Single Bidder

☐

Partnership

☐

Group

☐

Other Type of Joint Venture

☐

If other type of joint venture, please specify:

If the Applicant is not a single bidder, the Applicant's authorised representative should provide details of the structure proposed by means of an organisational chart. Where available, please provide a copy of any agreement evidencing the relationship between the Tenderer, and/or any team members.

If the Applicant is a Group, the Applicant confirms that the representative named above is authorised to act on behalf of the Applicant and as the principal contact for the Applicant in dealings with the Authority. (If not applicable, state 'n/a').

Group Member	Name and Title	Signature

Proposed Legal Form

Is the Applicant already a limited company or is it intended that it will (if successful in the Competition) be incorporated?

Already a Limited Company	☐	Will be Incorporated	☐	
		Will not be incorporated	☐	

If the Applicant is already incorporated, please provide the following information:

Registered Number:	
Year of Incorporation:	
Issued Share Capital:	
Place of Registration:	
Certified up to date copy of Memorandum of Association (or similar)	
VAT Registration Number (if applicable)	
Directors names and title:	
Parent Company:	

3 BONA FIDE SUBMISSIONS

[to be completed by the Applicant and, in the case of a Group, by the lead entity on behalf of the Group]

The essence of tendering is that the client (JOSHCO), shall receive bona fide competitive submissions from all firms expressing an interest. In recognition of this principle, we certify that we are submitting a bona fide submission which is intended to be competitive and we have not fixed or adjusted any amount specified in our submission by or under or in accordance with any agreement or arrangements with any other person.

We also certify that we have not:

- (a) Communicated to a person other than JOSHCO the amount or approximate amount of any pricing in our submission, except where the disclosure, in confidence, of such pricing was necessary to obtain insurance premium quotations required for the preparation thereof;
- (b) enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or pricing to be submitted; and
- (c) offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other submissions for the said work any act or thing of the sort described above.

We undertake that we will not do any of the acts mentioned in sections (a), (b) or (c) above at any time before the acceptance or rejection of our submission.

In this certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Signed by or on behalf of the Applicant
(and the Applicant's Group, if applicable): _____

Printed Name of Applicant: _____

FORM 4 • CONFLICT OF INTEREST

[to be completed by the Applicant and, in the case of a Group, by the lead entity on behalf of the Group]

With reference to Section 5.6 (Conflict of Interest) of the EoI, please complete where appropriate.

We warrant that:

1. There would be no conflict of interest in relation to the personnel or type of work involved in the submission.

☐ No Conflict

2. There could be a possible conflict of interest in relation to [enter the name(s) of the individual(s) concerned] and their involvement in the submission.

☐ Possible Conflict

3. Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on the tendered Contract(s).

Any registrable interest involving the Applicants or any sub-contractors and any of the members of the board of JOSHCO, members of the Government (national, provincial & municipal), or employees or officers of JOSHCO or their relatives must be fully disclosed.

The terms 'registrable interest' and 'relative' shall be interpreted as per the Executive Members' Ethics Act, 1998 (Act No. 82 of 1998) a copy of which is available to download a https://www.gov.za/sites/default/files/gcis_document/201409/b64b-98.pdf.

We wish to notify JOSHCO of the following registrable interests:

Signed by or on behalf of Applicant:

Printed Name of Applicant:

Registered Address:

FORM 5 • ELIGIBILITY

[to be completed by the Applicant and, in the case of a Group, by the lead entity on behalf of each member of the Group]

Section 1

Applicants will be automatically excluded if, to the knowledge of JOSHCO, the Applicant (or any member of a Applicant's Group) has been convicted of an offence involving the:

- (a) participation in a prescribed criminal organisation;
- (b) corruption;
- (c) fraud;
- (d) money laundering; or
- (e) any other offence within the meaning of the Prevention and Combating of Corrupt Activities Act (PRECCA), the Prevention of Organised Crime Act (POCA), and the Financial Intelligence Centre Act (FICA) .

Are any of the conditions referred to in sub-paragraphs (a) to (e) above applicable to the Applicant or any Group member? (Please tick relevant box).

YES	NO

If "yes" please give details.

Section 2

In addition, Applicants may be excluded from the competition where any of the conditions in sub-paragraphs (a) to (g) inclusive below apply to the Applicant or any of its Group members:

- (a) they are subject to any of the following bankruptcy or insolvency procedures:
 - 1 the person is bankrupt or the subject of a bankruptcy petition

- 2 the person, being a body corporate, is being wound up or the
subject of proceedings for compulsory winding up, or
 - 3 the person's affairs are being administered by a court, or the
person is the subject of proceedings in which it is sought to have
the person's affairs so administered or
 - 4 the person has entered into an arrangement with creditors, or
 - 5 the person has suspended business activities, or
 - 6 the person is, in the opinion of JOSHCO concerned, in any
situation analogous to any of those mentioned in subparagraphs
(1) to (5) under a law of the South Africa or a third country relating
to bankruptcy or insolvency.
- (b) they have been found guilty of professional misconduct by a competent authority
that is authorised by law to hear and determine allegations of professional
misconduct against persons that include the operator; or
- (c) they have committed grave professional misconduct provable by means that the
authority can demonstrate;
- (d) they have not fulfilled an obligation to pay a social security contribution as
required by a law of the country or territory
- (i) where the person ordinarily resides or carries on business, or
 - (ii) where the authority is established, or
- (e) they have not fulfilled an obligation to pay a tax or levy imposed by or
under a law of the country or territory-
- (i) where the person ordinarily resides or carries on business, or
 - (ii) where the authority is established, or
- (f) they have provided a statement or information to the authority or another
contracting authority knowing it to be false or misleading, or has failed to
provide to the authority or another such authority a statement or
information that is reasonably required by the authority for the purpose of
awarding the public contract concerned;
- (g) they are subject to any other ground stated in the *Prevention and
Combating of Corrupt Activities Act (PRECCA)*, the *Prevention of
Organised Crime Act (POCA)*, and the *Financial Intelligence Centre Act
(FICA)* .

Are any of the conditions (a) to (g) applicable to the Applicant or any of its Group members? (Please tick relevant box).

YES	NO

If "yes" please give details.

Signed by or on behalf of Applicant:

Printed Name of Applicant:

Registered Address:

APPENDIX 3

Funders Requirements

Funder's Requirements Declaration

***[to be completed by the Applicant or by the lead entity within the Applicant's Group
on its headed notepaper]***

To: JOSHCO

Re: Expression of Interest for potential Turn Key Schemes

Having examined your Expression of Interest Document we hereby declare that we would be willing to execute documents as detailed in Appendix 3 in favour of JOSHCO's funders should this be required in order for funding to be made available and for the properties to be purchased once complete and subject to the terms of any contract provisions.

Note: Funders Requirements are included in Appendix 3 for Information only and do not need to be executed as part of the EOI submission, only the Declaration is required to be signed at this stage.

Dated this day of 2025

Signed by or on behalf of the Applicant: _____

Print Name of Signatory: _____

Name of Applicant²: _____

Registered Address: _____

² FULL NAME of Applicant In the case of a partnership insert FULL NAMES of ALL the partners.

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOHANNESBURG SOCIAL HOUSING COMPANY (SOC) LTD

BID NUMBER:CLOSING DATE:

CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....

Or

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

.....

.....

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

The bid box is generally open during working hours i.e. 08:00 – 16:00

Monday to Friday.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER

.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED / SARS Pin? **(MBD 2)**

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? **(MBD 6.1)**

YES or NO IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

YES or NO

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

YES or NO

A REGISTERED AUDITOR

YES or NO

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS I SERVICES I WORKS OFFERED? **YES or NO**

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER.....

DATE

CAPACITY UNDER WHICH THIS BID IS

SIGNED.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1** In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2** SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3** The valid Tax Clearance Certificate/ SARS Pin must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate/SARS Pin may result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4** In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate/ SARS pin.
- 5** Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6** Applications for the Tax Clearance Certificates may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as filers through the website www.sars.gov.za.

SARS Pin

Consortia/Joint Ventures/sub-contractor

Company Name.....

SARS Pin Number

Company Name

SARS Pin Number

Company Name.....

SARS Pin Number.....

MBD 3.3

PRICING SCHEDULE

NAME OF BIDDER:
BID NO.:
CLOSING TIME
CLOSING DATE.....

OFFER TO BE VALID FOR ...**120**...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
------------	-------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	days
.....	R.....	days
.....	R.....	days
.....	R.....	days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---------------------------------------	------	----------	--------

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

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			
.....			
.....			
.....			

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
.....
7. Estimated man-days for completion of project.....
8. Are the rates quoted firm for the full period of contract? ***YES/NO**
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....

MBD 4

DECLARATION OF INTEREST

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

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 and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state YES / NO

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.

.....

* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.8. 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

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?

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or Adjudication of this bid?

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**
If so, furnish particulars.

.....
.....

3.11 Are any spouses, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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.

Signature:

.....

Date:

.....

Position:

.....

Name of Bidder:

.....

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) For all procurement expected to exceed R10 million (all applicable taxes included),

bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

a. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

b. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

c. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

d. If yes, provide particulars.

e. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?

f. If yes, furnish particulars

g. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

h. If yes, furnish particulars

CERTIFICATION I, THE UNDERSIGNED (NAME)

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.

.....
Date

.....
Signature

.....
Position Name of Bidder

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS,

DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 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.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response

to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	10	4	CSD report, Certified Copy of Identity Documentation and share certificate
Gender - Women	3	2	CSD report, Certified Copy of Identity

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
			Documentation and share certificate
Youth	4	2	CSD report, Certified Copy of Identity Documentation and share certificate
Disability	3	2	Certified copy of disability certificate and share certificate

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

DATE:.....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as..... Accept your bid under reference
numberdated.....for the rendering of services indicated
hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms
and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT).....

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract.
- 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:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

I, THE UNDERSIGNED (FULL NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1. This Standard Bidding Document (MBD) must form part of all bids¹ invite
Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive

bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

2. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

3. 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.

4. 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.

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.

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 Institution)

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.
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

3. List of Administration Documents		Tenderer's tick box ✓ if done
3.1.	Status of Concern Submitting Tender	
3.2.	Declaration of authority	
3.3	Compulsory Enterprise Questionnaire	
3.4.	Schedule of work satisfactorily carried out by the tenderer	
3.5.	Confirmation of Receipt of Addenda to Tender Documents	
3.6.	Proposed Amendments	

3.1. STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

2. Information to be Provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (Including Companies incorporated under Art 53 (b)).	Copies of: i) CIPRO CM 1 - Certificate of Incorporation ii) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers iii) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: 1. Such Sole Proprietary, or 2. Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative.	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage

If the Tendering Entity is a:	Documentation to be submitted with the tender
	of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

3. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
4. Include a copy of the Certificate of Change of Name (CM9) if applicable.
5. **Registered For Vat Purposes In Terms Of The Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

No

REGISTRATION NO:

.....

3.2. DECLARATION OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

1. Certificate for Company

I,....., chairperson of the board of directors of , hereby confirm that by resolution of the board (copy attached) taken on 20....., Mr. /Ms. acting in the capacity of (Position in the Enterprise), and who will sign as follows: be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

1 Chairman :
 2 Date :

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			

NOTE:

1. Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

2. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
hereby authorize *Mr./Ms.,

acting in the capacity of (Position in the Enterprise), and
 who will sign as follows:be, and is hereby, authorized to
 sign the Bid/Tender, and any and all documents and/or correspondence in
 connection with this tender and any contract resulting from it on behalf of the
 company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

4. *Delete which is not applicable
5. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
6. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

3. Certificate for Joint Venture and Consortia

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium and hereby authorize *Mr. /Ms.,acting in the capacity of lead partner, and who will sign as follows:
be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture / Consortium.

NAME OF FIRM	Lead Partner (X)	ADDRESS	% of Contract Value	AUTHORISING SIGNATURE, NAME & CAPACITY

4. Certificate for Sole Proprietor

I,hereby confirm that I am the sole owner of the business trading as

As witnesses :

1 **Signature: Sole owner** _____

2 **Date:** _____

5. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize *Mr. /Mrs. acting in the capacity of, (Position in the Enterprise), and who will sign as follows:

.....be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

- 7. *Delete which is not applicable
- 8. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
- 9. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

3.3. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

	Name*	Identity number*	Personal income tax number*	

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

1. a member of any municipal council 2. a member of any provincial legislature 3. a member of the National Assembly or the National Council of Province	4. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
5. a member of the board of directors of any municipal entity	6. a member of an accounting authority of any national or provincial public entity
7. an official of any municipality or municipal entity	8. an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

9. a member of any municipal council 10. a member of any provincial legislature 11. a member of the National Assembly or the National Council of Province	12. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
13. a member of the board of directors of any municipal entity	14. a member of an accounting authority of any national or provincial public entity		
15. an official of any municipality or municipal entity	16. an employee of Parliament or a provincial legislature		
Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*** Insert separate page if necessary**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- 17.** authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 18.** confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 19.** confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- 20.** confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 21.** Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed **Date**

Name

Position

Tenderer

(Organs of State include any Local, Provincial or National Government Authority)

[illegible]

Signed Date

Name Position

Tenderer

3.5. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications were received from the Employer before the submission of this tender offer, amending or amplifying the tender documents, have been taken into account in this tender offer :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		

Attach additional pages if more space is required.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

3.6. PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.** The Tenderer's attention is drawn to clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

PAGE	CLAUSE OR ITEM	PROPOSAL

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed **Date**

Name **Position**

Tenderer

4. GENERAL CONDITION OF CONTRACT – GOVERNMENT REQUIREMENT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder,

and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. "Tort" means in breach of contract.
- 1.27. "Request For Social Housing Development Proposal " means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality /municipal entity website.

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by representative of the purchaser or an organization acting on behalf of the purchasing department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that

inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods 'final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified in SCC.

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a

period of time agreed by the parties, provided that this service shall not relieve the

supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- 14.1.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.3. in the event of termination of production of the spare parts:
 - 14.1.3.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.3.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

22. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not

situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the

purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-

dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or another contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in four otherwise, shall not exceed the total contract price, provided that this limitation shallot apply to the cost of repairing or replacing defective equipment

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was /were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period

not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

JBCC: PRINCIPAL BUILDING AGREEMENT – CONTRACT DATA

Principal Building Agreement (Edition 6.2 – May 2018)

The Conditions of Contract are the JBCC series 2000 Principal Agreement (Edition 6.2 – May 2018) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 021-8633330; 021-6852625; 041-3651835; 057-3526269; 011-8056611; 011-2059110; 031-2667070; 053-8321762; South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (043-7481156; 021-4247128; 041-5858037; 051-4474909; 011-4860684; 031-2017590; 015-2915914; 013-7532769; 0926461231559; 053-8312003; 018-4626978; 012-3413204)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The additions, deletions and alterations to the JBCC Principal Agreement are: Refer to the Preliminaries section of Provisional the Bills of Quantities