

RFP21/2024FY/PF: REQUEST FOR PROPOSALS FOR THE LEASE OF PORTION 1 OF ERF
76 EDENBURG FOR OFFICES AND ANCILLARY USES



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

RFP 21/2024FY/PF

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

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

Closing date of submission: 07 June 2024 at 10:30 (Telkom Time) – at Braamfontein, 33 Hoofd Street, Forum 1 (Forum One), A-Block, 3rd Floor (entrance level) - no bid received after the closing date and time will be accepted or considered.

Opening of submissions: 07 June 2024 at 10h30 (Telkom Time) – Bids will be opened in designated boardrooms at the City of Joburg Property Company (SOC) Ltd, 3rd Floor, Forum 1, Braampark Office Park, 33 Hoofd Street, Braamfontein. The Opening Register will be uploaded on the JPC website

Non- compulsory briefing session: Non – Compulsory briefing session will be held at JPC Offices on the 18 April 2024 at 11h00am. Address: 33 Hoofd Street, Braam Park. Forum 1. Entrance A Reception Level, Auditorium.

Document Availability Date : 27 March 2024

**RFP 21/2024FY/PF: REQUEST FOR PROPOSALS FOR THE LEASE OF PORTION 1 OF ERF
76 EDENBURG FOR OFFICES AND ANCILLARY USES**

NAME OF BIDDER:

**DOCUMENTS TO BE SUBMITTED: ONE (1) ORIGINAL HARD COPY, ONE (1) COPY PLUS
SCANNED VERSION OF THE SUBMISSION INCLUDING ALL ANNEXURES/RETURNABLES
IN A USB CLEARLY MARKED IN BIDDER'S NAME**

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

**THIS DOCUMENT CONSISTS OF 59 PAGES, IT IS THE RESPONSIBILITY OF THE
TENDERER/BIDDER TO SEE THAT ALL PAGES ARE INCLUDED IN THE DOCUMENT**



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1. INTRODUCTION

1.1. The City of Johannesburg(CoJ)

- a) In 2000, Johannesburg was restructured to become a single metropolitan authority and elections were held for an executive mayor and unified local government.
- b) Since then, the City has enjoyed a financial turnaround, with the creation of a credible and stable operating environment. This stability, strong centralised co-ordination and oversight has allowed the City to play a crucial role in building the economy, and implementing policies and structures to support economic growth and poverty alleviation.
- c) All urban development in Joburg is guided by the Growth and Development Strategy.

The City of Joburg Property Company (JPC)

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

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TENDER ADVERT PART A (MBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOHANNESBURG

BID NUMBER:	RFP 21/2024FY/PF	CLOSING DATE:	07 June 2024	CLOSING TIME:	10:30 (Telkom Time)
DESCRIPTION	RFP 21/2024FY/P				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A LEASE AGREEMENT

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

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO: tenders@jhbproperty.co.za	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	
CONTACT PERSON	Supply Chain Management	TELEPHONE NUMBER	
TELEPHONE NUMBER	010 219 9000	FACSIMILE NUMBER	
FACSIMILE NUMBER	010 219 9400	E-MAIL ADDRESS	
E-MAIL ADDRESS	tenders@jhbproperty.co.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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

SIGNATURE OF BIDDER:.....

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

DATE:.....



INVITATION TO BID: RFP 21/2024FY/PF (JPC MBD 2)

CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) (“JPC”), HEREBY INVITES INTERESTED PERSONS TO SUBMIT PROPOSALS FOR THE LEASE OF PORTION 1 OF ERF 76 EDENBURG FOR OFFICES AND ANCILLARY USES

Bid Number	RFP 21/2024FY/PF	SITE SIZE
Bid Description	REQUEST FOR PROPOSALS FOR THE LEASE OF PORTION 1 OF ERF 76 EDENBURG FOR OFFICES AND ANCILLARY USES.	3 964 m²
Briefing Session	<p>Non – Compulsory briefing session will be held at JPC Offices on 18 April 2024 at 11h00</p> <p>Address: 33 Hoofd Street, Braam Park. Forum 1. Entrance A Reception Level, Auditorium.</p>	
Document Availability Date	27 March 2024	
Document Cost	The tender document can be downloaded from JPC and E-tenders website at no cost. www.jhbproperty.co.za and www.etenders.gov.za	
Closing Date	07 June 2024 at 10h30 (Telkom time)	
Compliance Requirements before an award is made to the successful Bidder	<ul style="list-style-type: none"> • Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS). • Proof of registration of the Bidder as follows: <ul style="list-style-type: none"> ○ Natural persons- certified copy of ID document/ passport ○ Partnership- copy of Partnership Agreement plus IDs of all partners ○ Company- current CM29/COR 20.1 ○ Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1 ○ Trust- letter of appointment from the Master of the High Court of SA and deed of trust ○ JV/Consortium- JV/Consortium Agreement including all parties plus CIPC and/or ID documents of all JV/Consortium partners ○ Entity valid BBBEE Certificate issued by agency accredited by SANAS /Valid Sworn affidavit or valid BBBEE certificate JV/Consortium issued by agency accredited by SANAS or Consolidated BBBEE Certificate from CIPC. • Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement. 	



	<ul style="list-style-type: none"> • Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement. • Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement. • If the director does not own any property at least lease agreement or certified affidavit need to be provided. • In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement including all parties and a consolidated BBEE certificate. • If the bidder is required by law to prepare annual financial statements for auditing, and if the value of the bids exceeds R 10 million (including VAT), copies of the audited annual financial statements for the past 3 (three) years, or since establishment if the bidder was established in the past 3 (three) years, must be submitted as per Regulation 21 Municipal Supply Chain Management Regulations, 2005. <p>OR</p> <p>Submission of Public Interest Score (PIS) as per Regulation 26(2) of the Companies Act Regulations. The Public Score Calculation must be supported by the latest annual financial statement used for the calculation of the PIS, which AFS must be compiled, reviewed, or audited as determined by the PIS.</p> <ul style="list-style-type: none"> • Central Supplier Database (CSD) registration valid on tender closing date. • Company resolution for bid signing powers. • The following documents must be duly completed and signed <ul style="list-style-type: none"> ○ Declaration of interest in MBD 4, ○ Declaration of the Bidder's Past Supply Chain Practices in MBD 8, ○ Certificate of Independent Bid Determination in MBD 9, and Bidders Information in JPC MBD 7.1 • If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.
<p>Evaluation Criteria</p>	<p>Functionality, Price and Specific Goals using the 80/20 preference point system, 80 for Price and 20 for Specific Goals.</p> $P_s = 80 \left(1 - \frac{P_t - P_{max}}{P_{max}} \right)$

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Address	City of Joburg Property Company SOC Ltd, 3 rd Floor, Forum I, A-Block reception level, 33 Hoofd Street, Braam Park Office Park, Braamfontein
Enquiries	tenders@jhbproperty.co.za

Please note the following conditions of submission:

- No late proposals will be considered. It is recommended that bids be submitted the day prior to the closing date as JPC will not approve any request for condonation of late submissions due to any unforeseeable reason resulting in such late submissions
- The City of Joburg Property Company (SOC) Ltd and or City of Johannesburg Metropolitan Municipality reserves the right not to accept any proposals or to withdraw the call for proposals or award some of the properties herein listed.

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

<p>Contact Details Supply Chain Management Department Tel: (010) 219-9000</p>
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PRICING SCHEDULE: FINANCIAL OFFER (JPC MBD 3)

1. This offer is made for the property in accordance with the Property Information stated in MBD 13 and in accordance with the bid specifications in JPC MBD 12.
2. Unless stated otherwise all prices exclude VAT

3. FINANCIAL OFFER

A minimum/reserve rental amount of not less than R72 667.00 per month.	
Rental Offer	R
Escalation per annum	8%

4. THE FINANCIAL OFFER

RENTAL OFFER	R
---------------------	----------

5. TOTAL FINANCIAL OFFER

RENTAL OFFER	R
TOTAL (Final Total offer for stage 2 Evaluation)	R

6. PAYMENT FOR RATES, TAXES AND SERVICES

In addition to the above amounts the bidder will be required to pay all municipal charges including rates and taxes levied on the property.



DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

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No.	Information	Please provide detail	
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of state?	Yes	No
If yes, please furnish particulars:			
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are	Yes	No
If yes, please furnish particulars:			
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"1In the service of the state" means to be –</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (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. <p>"2 Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Number	Employee

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

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



DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD: 5)

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? **YES / NO**

1.1 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.

.....
.....

2 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?

YES / NO

2.1 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.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....

4. 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?



***YES / NO**

4.1 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.

.....
Signature Date

.....
Position Name of Bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a. The applicable preference point system for this tender is the 80/20 preference point system.
- b. The 80/20 preference point system will be applicable in this tender. The 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	80
SPECIFIC GOALS	20
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).
- (f) **“ancillary uses”** – means, when used in the context of an associated use or purpose, means a use, purpose, building or activity, which is ancillary and subservient (less than 30%) to the lawful dominant use of the property.

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

3.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for financial offer on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{max} = 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

Goals	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Specific goal 1 - HDI	Business owned by 51% or more – Black People	10	
	Enterprises located within the City of Johannesburg Metropolitan Municipality.	10	
Specific goal 2 - Promotion of Local Economy			



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.

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76 EDENBURG FOR OFFICES AND ANCILLARY USES**



.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....

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BIDDER'S INFORMATION (JPC MBD 7.1)

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

BIDDER BANKING DETAILS

Name of bidder's Banker	
Contact details of banker	

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

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

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

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



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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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</p>	Yes	No
4.1.1	If so, furnish particulars:		

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Item	Question	Yes	No
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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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



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partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Signature	Date
Position	Name of Bidder

STANDARD CONDITIONS OF SUBMISSION (JPC MBD 10)

The following conditions apply to all bids submitted:

- All bids must be submitted in compliance with the Bid Specifications specified in JPC MBD 11
- The property is made available in accordance with the information and stipulations contained in
- The bidder(s) will be deemed to be familiar with the state, real rights registered against the property, the zoning and locality of the property.

COMPLIANCE REQUIREMENTS BEFORE AN AWARD IS MADE TO THE SUCCESSFUL BIDDER

- Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).
- Proof of registration of the Bidder as follows:
 - Natural persons- certified copy of ID document/ passport
 - Partnership- copy of Partnership Agreement plus IDs of all partners
 - Company- current CM29/COR 20.1
 - Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1
 - Trust- letter of appointment from the Master of the High Court of SA and deed of trust
 - JV/Consortium- JV/Consortium Agreement including all parties plus CIPC and/or ID documents of all JV/Consortium partners
 - Entity valid BBBEE Certificate issued by agency accredited by SANAS /Valid Sworn affidavit or valid BBBEE certificate JV/Consortium issued by agency accredited by SANAS or Consolidated BBBEE Certificate from CIPC.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted / valid lease agreement.
- If the director does not own any property at least lease agreement or certified affidavit need to be provided.
- In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a consolidated BBBEE certificate.

- If the bidder is required by law to prepare annual financial statements for auditing, and if the value of the bids exceeds R 10 million (including VAT), copies of the audited annual financial statements for the past 3 (three) years, or since establishment if the bidder was established in the past 3 (three) years, must be submitted as per Regulation 21 Municipal Supply Chain Management Regulations, 2005.

OR

Submission of Public Interest Score (PIS) as per Regulation 26(2) of the Companies Act Regulations. The Public Score Calculation must be supported by the latest annual financial statement used for the calculation of the PIS, which AFS must be compiled, reviewed, or audited as determined by the PIS.”

- Central Supplier Database (CSD) registration valid on tender closing date.
- Company resolution for bid signing powers
- The following documents must be duly completed and signed
 - Declaration of interest in MBD 4,
 - Declaration of the Bidder’s Past Supply Chain Practices in MBD 8,
 - Certificate of Independent Bid Determination in MBD 9, and
 - Bidders Information in JPC MBD 7.1
- If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.

SUBMISSION OF PROPOSALS

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

The City of Joburg Property Company (SOC) Ltd
33 Hoofd Street, Forum 1 Block A, 3rd Floor, Braampark,
Braamfontein, Johannesburg

- **PROPOSALS WHICH ARE NOT SUBMITTED IN A PROPERLY SEALED AND MARKED ENVELOPE AND DEPOSITED IN THE BOX BEFORE THE CLOSING DATE AND TIME, WILL NOT BE OPENED.**
- The information required in the MBDs must be provided accurately and honestly. All details provided by the Bidder(s) will be regarded as material representations, which the COJ and/or its agent the JPC base the evaluation of the Proposal on. Any misrepresentation will be treated as material and will result in the disqualification of the Proposal by the COJ and/or its agent the JPC.

OPENING OF PROPOSALS

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

EVALUATION OF PROPOSALS

- CoJ/JPC reserves the right at it's discretion to seek clarification or further information from Bidder(s) and to appoint professionals to advise and verify information on aspects of the Proposals submitted in a manner that the COJ or its agent deems appropriate.
- The preferred Bidder(s) may be required to make presentations to the CoJ/JPC.
- The Bidder(s) shall be deemed to know and understand the content of this Proposal Call document and a submission of the bid will indicate the Bidder(s) unconditional acceptance of all the terms and conditions contained in the Proposal Call document.
- The Bidder(s) shall be deemed to have satisfied itself as to all of the conditions, procedures and performance and discharge of the obligations required in terms of the Proposal Call documents.
- The Proposal(s) will be evaluated by the JPC. JPC may accept any Proposal in whole or in part and is not bound to accept any Proposal.
- Proposals will be evaluated using the evaluation criteria stated in JPC MBD 12.
- The Proposal(s) will be adjudicated by the COJ's Executive Adjudication Committee and awarded in terms of the City's Supply Chain Management Policy for Land.
- The COJ and/or the JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- Any Proposal in the name of a partnership or joint venture or consortium will, on acceptance, be deemed as joint and several agreements with all parties.

- All proposals shall remain valid for a period of **120 (one-hundred and twenty days) days** after the closing date, provided that bidders may extend the validity of the proposal on request of COJ specifically in the event that a contract with the preferred bidder fails.

RESOLUTIONS OF DISPUTES

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

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

Fax: (010) 219 9400

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

PROHIBITIONS

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

- The COJ and JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving as councillors for any municipality.
- The COJ and JPC will not award Proposals to any Bidder(s) owned directly or indirectly by politicians serving in National Assembly, Provincial Legislatures and National Council of Provinces.
- Failure by the above mentioned persons to comply with the above shall lead to cancellation of the contract.

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

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

GENERAL ENQUIRIES

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

BID SPECIFICATION AND SITE /PROPERTY INFORMATION (MBD: 11)

1. BACKGROUND

This property is situated in a predominantly residential and commercial area between the Rivonia and Sandton suburbs. It is also in close proximity to a number of amenities including well established transport node. The property is situated within a well-established residential township on a busy intersection, ideal for business development, The highest and best use of the property is Offices and Ancillary Uses, the primary land use right allows for offices and ancillary uses.

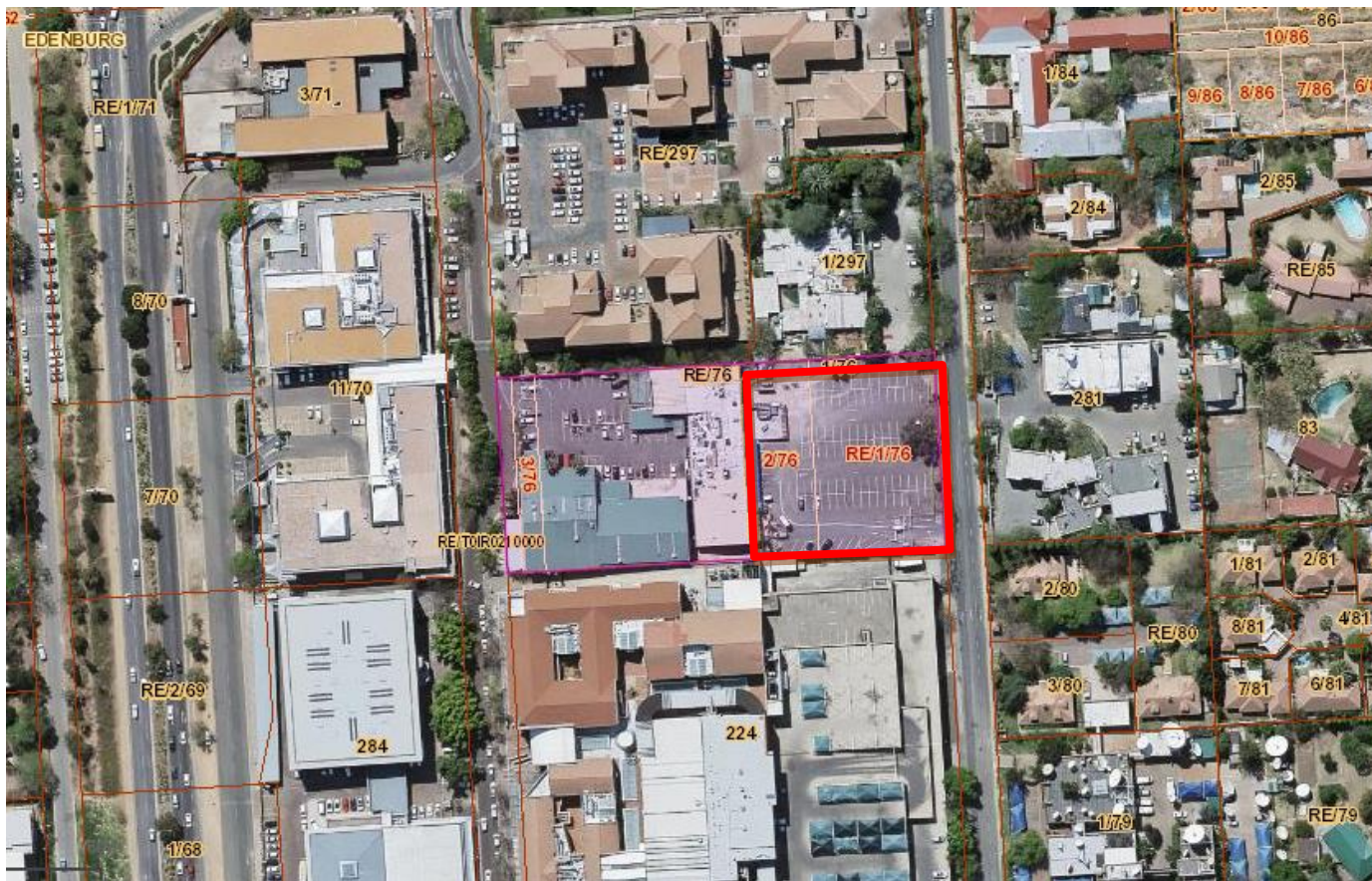
2. SITE INFORMATION

Property Description	Portion 1 Erf 76 Edenburg which includes Surveyor General approved Remainder of Portion 1 and Portion 2 of Erf 76.
Size (Lease area)	3 964m ²
Zoning	Business 4
FAR	2.1
Coverage	60% /40%
Height	2 Storeys 3 Storeys
Building Lines	3 Metres
Current Use	Restaurant / Parking
Proposed Use	Offices / Ancillary Uses
Minimum Acceptable Rental Offer	R72 667.00 per month
Highest and Best Use	The highest and best use of the property is offices and ancillary uses, the primary land use right allows for offices and ancillary uses.
Primary and secondary uses	Offices and Ancillary Uses

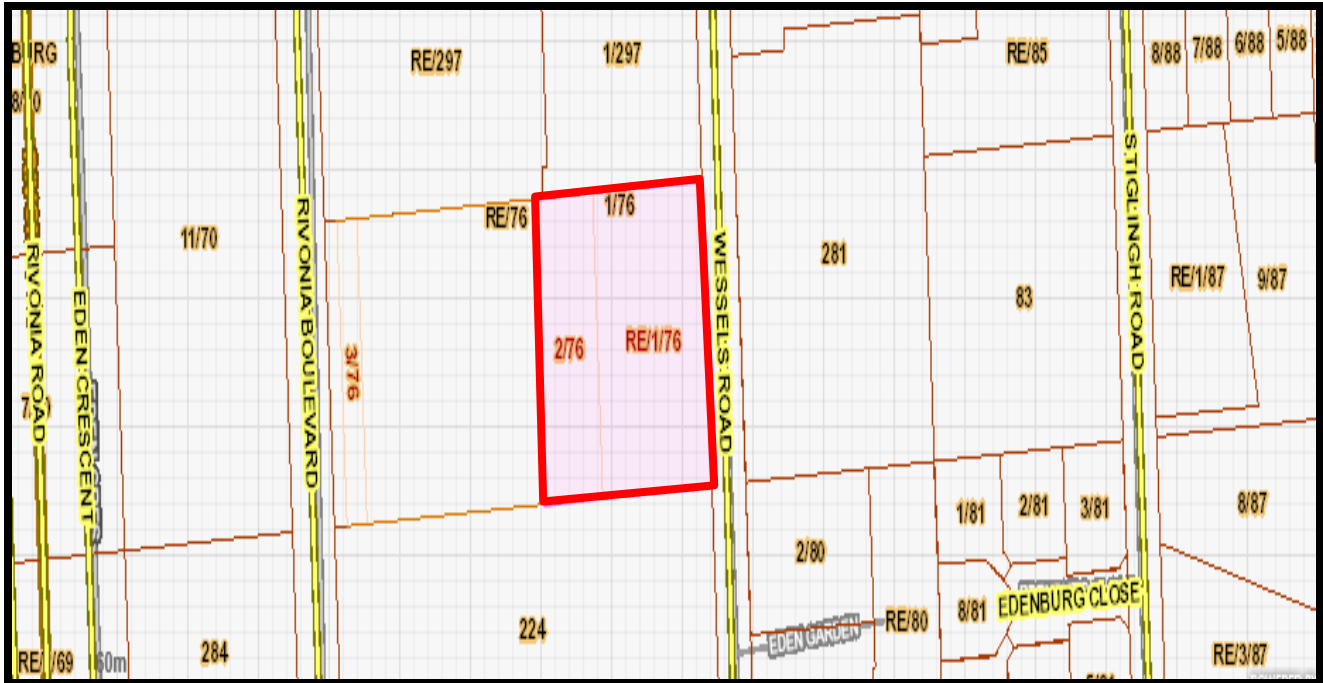
3. PROPERTY INFORMATION

The Property referred to in the Proposal call is defined as Portion 1 Erf 76 Edenburg which includes Surveyor General approved Remainder of Portion 1 and Portion 2 of Erf 76 zoned Business 4, for Offices and Ancillary Uses measures approximately 3 964 m². The subject property consists of a vacant stand in rectangular shape providing parking and access to the adjacent businesses. Portion 1 of the property is registered which includes portion 2 with the Deeds Registry. Portion 2 is SG approved and is not registered separately. The valuation carried out includes both portions 1 and 2 to represent the entire leased portion for this proposed lease.

This property is situated in a predominantly residential and commercial area between the Rivonia and Sandton suburbs. It is also in close proximity to a number of amenities including well-established transport modes.



4. AERIAL MAP



5. VISION FOR THE PROPERTY

The highest and best use of the property is Offices and Ancillary Uses. The primary land use right allows for offices and Ancillary Uses.

Bidders are required to make an offer not less than the minimum acceptable offer for the Lease of the property as indicated in the **JPC MBD13**.

The Property in its entirety shall be made available by means of a Lease Agreement for a lease period not more than 5 years.

EVALUATION CRITERIA (JPC MBD: 12)

A two-stage evaluation will be applied to the evaluation of the bid as follows:

Stage 1: Functionality Evaluation

- Bids will be evaluated in order to establish whether they meet a **minimum threshold score of 70 points out of 100** for functionality, based on the following criteria

FUNCTIONALITY CRITERIA		POINTS	MEANS OF VERIFICATION
1. PROPOSAL IS RESTRICTED TO OFFICES AND ANCILLARY USES.	The Proposal will be evaluated as follows :	20	<p>Bidder to provide a detailed proposal (Report) which outlines how they will operate and manage the uses on the Property.</p> <p>Design Plans (including the integrated uses and parking)</p> <p>NB: Bidders will not be allocated points if they fail to submit the above and they fail to complete JPC MBD 19</p>
	<ul style="list-style-type: none"> a) The proposed use should be restricted to Offices and Ancillary uses in line with the COJ Land Use Scheme. (20 points) b) The bidder should provide a Design Layout plan portraying the integrated uses on the Property including parking spaces for people living with disabilities. (15 points) 	15	
2. OPERATIONAL PLAN	<p>Approach and Methodolgy:</p> <ul style="list-style-type: none"> • Operational plan: indication of the intended management and maintenance including Parking. = 10 points • Stakeholder Engagement: (Noise Nuisance Management in line with Environmental By-Laws of the CoJ) =5 points 	20	Detailed operational plan outlining how the property, facilities management and maintenance aspects will be undertaken during the Lease Period. This plan must outline the operational costs and the stakeholder engagement plan.

			<p>Attach relevant CV's of the 3 Personnel. These CV's must have references.</p> <p>Bidder must also complete JPC MBD 20</p> <p>Bidders will not be allocated points if they fail to submit the above and complete JPC MBD 20</p>
<p>4. CAPACITY AND EXPERIENCE OF BIDDER AND THE PROFESSIONAL TEAM</p>	<p>Capability of the Professional team to operate retail / offices for the proposed office and ancillary uses.</p> <ul style="list-style-type: none"> • 5 years – Less than 6 years = 10 Points • 4 years - Less than 5 years = 8 Points • 3 years – Less than 4 years = 6 Points • 2 years – Less than 3 years = 4 Points • Below 2 years = 2 Points 	<p>10</p>	<p>Experience of the Managing Members/ Employees (CVs must be attached and Reference letters should be on the letter head including contact details and be attached.</p> <p>Failure to attach both the CV and the reference letter will result in the bidder receiving zero (0) points.)</p>
<p>5.FINANCIAL CAPABILITY</p>	<p>Financial Capability to activate the property in line with the permissible uses. 20 points</p> <ul style="list-style-type: none"> • R12m and above = 20 Points • R10m and less than R12m = 16 Points • R8m and less than R10m = 12 	<p>20</p>	<p>Copy of stamped bank statements not older than 30 days from date of closing of the bid showing availability of funds</p>

	<p>Points</p> <ul style="list-style-type: none"> R6m and less than R8m = 8 Points R4m and less than R6 = 4 Points 		
6. GENERAL MAINTENANCE PLAN OF THE FACILITY.	<ul style="list-style-type: none"> Soft services (cleaning, security etc.) 1 Maintenance schedule (Planned and emergency) (1) Overall maintenance Plan for the duration of the lease. (This should include the day to day, monthly and annual maintenance plans (2) General Facilities Management Experience of the Organisation (1) 	5	Detailed Maintenance Plan for the duration of the lease outlining how the property will be maintained must be attached.
	TOTAL	100	

Bids that do not meet the minimum threshold of 70 points out of 100 for functionality will not be considered further.

STAGE 2: PRICE & SPECIFIC GOALS

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

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

A maximum of 80 points is allocated for financial offer on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and



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Pmax = Price of highest acceptable tender.

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

POINTS FOR SPECIFIC GOALS WILL BE AWARDED AS FOLLOWS:

	SPECIFIC GOALS	MEANS OF VERIFICATION (BIDDERS TO ATTACH THE FOLLOWING DOCUMENTS)	80/20
Maximum Points:			20
Specific goal 1 - HDI	Business / Individual owned by 51% or more – Black People	CSD, Valid BBBEE Certificate/Affidavit Sworn under oath, ID copy of owners/s of the business and Shareholder’s certificate.	10
	Enterprises located within the City of Johannesburg Metropolitan Municipality	CSD, proof of municipal account	10
Specific Goal 2- promotion of local economy			



EXPERIENCE AND CAPABILITIES OF BIDDER (JPC MBD 13)

Management Experience of bidder/entity, bidder’s principals and professional team to be stated below and supporting information to be supplied in tables below.

Summary of Entity Management Experience	
Value of Facilities managed <u>by bidder,</u>	R
Value of facilities management <u>by the bidder’s, acting as an agent of the public facilities.</u> <i>NOTE: Any experience as “Facilities Managemers” to be duplicated here</i>	R
Total combined value of FEEs earned to date by all key members of existing facilities/Properties managed	R

Details of the Management Experience <u>by Bidder/ Entity, acting as manager</u> but not under the name of the bidder.				
(PLEASE EXPAND TABLE IF REQUIRED)				
NB: DO NOT ATTACH A SEPARATE TABLE				
Name of Facility	Year Managed	Rand Value of the Lease facilities/Properties managed	Bidder / Bidders’ Principals	Reference Client & contact Numbers



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<p>5.3.2.3. Details of fees earned by key members bidders proposed professional team on all existing managed facilities/ Properties (PLEASE EXPAND TABLE IF REQUIRED) NB: DO NOT ATTACH A SEPARATE TABLE</p>				
KEY DISCIPLINE (PROFESSIONAL TEAM)	NAME OF TEAM MEMBER	CV attached? Yes/No	NUMBER OF YEARS OF EXPERIENCE	TOTAL PROJECT VALUE TO DATE
				R
				R
				R
				R
				R
				R
				R
				R
				R
TOTAL				R

NB: CV's/ Company Profiles and Certified Copies of Professional Registration documents must be attached as supporting documents.

REGISTRATION DOCUMENTS (JPC MBD: 14)

The following documents must be attached

- *Natural persons- certified copy of ID document/ passport*
- *Partnership- copy of Partnership Agreement plus IDs of all partners*
- *Company- current CM29/COR 20.1*
- *Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1*
- *Trust- letter of appointment from the Master of the High Court of SA and deed of trust*
- *JV/Consortium- JV/Consortium Agreement including all parties plus CIPC and/or ID documents of all JV/Consortium partners*

JPC STANDARD CONDITIONS OF APPOINTMENT (JPC MBD 15)

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

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

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

dispute resolution in accordance with clause 20.

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

- 12. Confidentiality:** The Service Provider shall maintain all information relating to the appointment in the strictest confidence.
- 13. Indemnity:** The Service Provider indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the a foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the Service Provider to comply with its obligation in terms hereof.
- 14. Skill, Care and Diligence:** The Service Provider shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the Service Provider to JPC is approved by JPC such approval shall not limit the professional liability of the Service Provider in respect thereof. The Service Provider shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
- 15. Faithful Advisor:** The Service Provider shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
- 16. Indirect Payments:** The remuneration of the Service Provider charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.
- 17. Royalties:** The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.
- 18. Ownership of Equipment, Materials, Supplies and Facilities:** Equipment, materials, supplies and facilities furnished to the Service Provider by JPC or purchased by the Service Provider with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Service Provider shall furnish to JPC, inventories of the equipment and materials referred to above as it then remains and dispose of same as directed by JPC.
- 19. Copyright:** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the Service Provider in the course and scope of its appointment shall be and remain vested in JPC for which purpose the Service Provider cedes to JPC all such copyright.
- 20. Dispute Resolution:**
- Any dispute arising between the Parties in respect of this appointment shall in the first instance be referred in writing to the senior executives of the Parties by either Party for resolution. The senior executives of the Parties shall meet within five (5) business days.
 - after receiving the aforesaid written referral and shall use their best endeavours to resolve the dispute within the time foregoing.
 - If the senior executives fail to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in paragraph (a) above, then either Party shall be entitled to immediately institute legal proceedings from a competent court.
 - Notwithstanding anything to the contrary contained in this paragraph 20, any party shall be entitled to approach a competent court for an appropriate relief.
- 21. Sequestration or Liquidation of Service Provider:** In the event of an order being made for the sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of his estate, or if he



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



AUTHORITY TO SUBMIT BID (JPC MBD: 16)

If bidder is a legal entity, a company resolution /Power of Attorney must be attached (these documents must authorise the named person to submit this application and to enter into agreements with the City of Johannesburg should the application be successful)

Is a company resolution attached?	YES	NO
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Is the bidder a natural person?	YES	NO
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Is a certified ID copy attached?	YES	NO
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Is a copy of the bidder's power of attorney attached?	YES	NO
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PAYMENT OF MUNICIPAL ACCOUNT (JPC MBD: 17)

It is a requirement that bidding entity or individual provide proof that no undisputed rates and taxes are owed to the local authority in the form of one of the following:

	An Up-to date Municipal Account for all their properties	Proof that acknowledgements or arrangements have been made to settle arrears	Affidavit stating reasons for not submitting up to date municipal accounts	Copy of Lease agreement with affidavit (if leasing premises)
INDICATE TYPE OF PROOF OF COMPLIANCE WHICH IS ATTACHED TO THE BID SUBMITTED.				

It is a further requirement that proof that no undisputed rates and taxes are owed to the local authority for all directors of the bidding entity, in the form prescribed above.

NAME OF DIRECTOR OF BIDDING ENTITY	INDICATE TYPE OF PROOF OF COMPLIANCE PER DIRECTOR WHICH IS ATTACHED TO THE BID SUBMITTED.			
	An Up-to date Municipal Account	Proof that acknowledgements or arrangements have been made to settle arrears	Affidavit stating reasons for not submitting up to date municipal accounts	Copy of Lease agreement with affidavit (if leasing premises)



NET PRESENT VALUE (RENTAL OFFER) (JPC MBD 18)

Rental Offer	R
Proposed Monthly Rental	R
Annual Rental	R
Escalation 8% p.a	R
Discount Rate@ 10% p.a	R
Number of years (50)	



DEVELOPMENT PROPOSAL (JPC MBD: 19)

1.1 Management Proposal:

Bidders are required to submit a concise **proposal (Report)** that outlines how they will operate and manage the uses on the Property in line with the proposed use. Design Plans (including the integrated uses and parking for the site.

The development proposal must contain the following:

Bidder's proposed vision for the property:
.....
.....
.....
.....

Concept Proposal Plan (Multiple land use and Tenanting)	Total Floor area (m2)
TOTALS	

1.1 Proposed Proposal Summary

Use	Total Floor area (m2)
TOTALS	

1.3. Estimated Design Plans (including the integrated uses and parking for the site.

<p>Estimated time, in months, from date of signature of lease agreement to operationisation of the site.</p>	<p>Months:</p>
<p>Detailed timeline of the operational plan outlining how the property, facilities management and maintenance aspects will be undertaken during the Lease Period.</p>	<p>Leased period:</p>

1.4. Include activation methodology write-up

The bidder must illustrate an understanding of delivering an activation plan for the property, and outline the various uses and how they will integrate with one another.



1.5. Maintenance and Operational Plan

Bidders are required to submit a concise sustainable maintenance plan/ and a funding plan for the duration of the lease period.

Concept of activities proposed at the facility	Description
TOTALS	

1.2 Proposed improvements summary (if any)

Use	Total Floor area (m ²)
TOTALS	

1.3 Estimated costs of maintenance and management.

A breakdown of all costs to be incurred by the bidder in the preparation of the facility must be provided. The cost provided in this section will form a critical part of the evaluation of proposals and will be a contractual condition of the agreement awarded.

	Item Description	Estimated Cost (Including VAT)
1.		
2.		
3.		
4.		
5.		
6.		

CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI) (JPC MBD 20)

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

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

1. What is personal information?

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

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

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

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

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

3. How will JPC process personal information?

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

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

4. To whom will personal information be disclosed?

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

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

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

5. Consent and Permission to process personal information:

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

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



- I will not hold JPC responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JPC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JPC agrees to same in writing. JPC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JPC Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JPC so that our records may be updated. JPC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JPC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to JPC,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person’s information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Queries relating to breach of personal information:

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

Signature:	Date:
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