



RFP 02/2026FY/PF - REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN ARCHITECT LED PROFESSIONAL TEAM FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MA-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS.

# CITY OF JOBURG PROPERTY COMPANY (SOC) LTD

## BID PROPOSAL



**BID NUMBER: RFP 02/2026FY/PF**

**RFP 02/2026FY/PF - REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN ARCHITECT LED PROFESSIONAL TEAM FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MA-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS.**

**NAME OF BIDDER :**

**CSD NUMBER : MAAA**

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

### PLEASE NOTE

**Closing date and time of submission: 15 October 2025 at 10h30 (Telkom time) at Braamfontein, 33 Hoofd Street, Braampark, Forum One, Block A wing, 3rd Floor (Entrance level) – no bid received after the closing date and time will be accepted or considered.**



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

**RFP 02/2026FY/PF**

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

**Important Notice**

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

**Document availability : 12 September 2025 at 12h00pm**

**Compulsory briefing session will be held on 30 September 2025 site situated on Erf 1225 City and suburban, Albert Street and Suburban (Main Entrance of the Kwa Mai-Mai Market) at 10h30am**

**All queries to be submitted to [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za) and all queries to be submitted from 12 September 2025 to 08 October 2025 to enable JPC to respond to all queries by no later than 10 October 2025. All queries sent after 08 September 2025 will not be responded to.**

**Closing time of submission: 10h30 (Telkom time) at Braamfontein, 33 Hoofd Street, Braampark, Forum 1 (Forum One), A-Block, 3rd Floor (entrance level) – no bid received after the closing date and time will be accepted or considered**

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**NAME OF BIDDER :**

**Documents to be Submitted: Original plus scanned version of the submission including all annexures/ returnable 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 below. City of Joburg Property Company (SOC) Ltd does not take any responsibility for any bids deposited into an incorrect box.**

**Closing Date and time : 15 October 2025**

**Closing Time: 10h30am (Telkom time)**

**Place: City of Joburg Property Company (SOC) Ltd  
3<sup>rd</sup> Floor (Entrance level) A-Block  
Forum 1 (Forum One)  
Braampark Office Park  
33 Hoofd Street, Braamfontein**

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8. <b>Postponement and Termination:</b> 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. ....	50
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. ....	50
14. <b>Skill, Care and Diligence:</b> 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. ....	51
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## 1. INTRODUCTION

### The City of Johannesburg

- 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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## INVITATION TO BID (MBD1)

### PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD**

BID NUMBER:	RFP 02/2026FY/PF	CLOSING DATE:	15 OCTOBER 2025	CLOSING TIME:	10H30am
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN ARCHITECT LED PROFESSIONAL FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MA-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<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:		



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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	<a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

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

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

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

**TAX COMPLIANCE REQUIREMENTS**

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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](http://WWW.SARS.GOV.ZA).

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

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

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

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX**



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<b>COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>
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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:.....





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**TENDER ADVERT FOR BID: RFP 02/2026FY/PF**

**JPC MBD 1**

CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) ("JPC"), HEREBY INVITES INTERESTED PROFESSIONALS TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF ARCHITECT LED PROFESSIONAL TEAM FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MA-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS.

<b>Bid Number</b>	<b>RFP 02/2026FY/PF</b>
<b>Bid Description</b>	<b>REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN ARCHITECT LED PROFESSIONAL FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MA-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS.</b>
<b>Disqualifying Criteria</b>	<ul style="list-style-type: none"> <li>a. Non-attendance of the compulsory briefing session.</li> <li>b. One of the Directors must be registered with the South African Council of Architectural Professionals (SACAP) as a <b>Professional Architect</b> – bidder to submit certified copies of the original registration documents (the certified documents must be valid on date of bid closure).</li> </ul>
<b>Compulsory Briefing Session</b>	Compulsory briefing session will be held on the 30 September 2025 at 10h30. Site situated on Erf 1225 City and suburban, Albert Street and Suburban (Main Entrance of the Kwa Mai-Mai Market) at 10h30am
<b>Document Availability Date</b>	12h00pm on the 12 September 2025
<b>Document Cost</b>	RFP document can be downloaded from E-tenders and JPC website <a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a> at no cost, via <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>
<b>Closing Date</b>	15 October 2025 2025 at 10h30 (Telkom time)
<b>Compliance Requirements before an award is made to the successful Bidder</b>	<ul style="list-style-type: none"> <li>• Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).</li> <li>• Proof of registration of the Bidder as follows: <ul style="list-style-type: none"> <li>○ Natural persons- certified copy of ID document/ passport (<b>NB: certified ID or passport copies should not older than 3 months. Smart card IDs must be printed on both sides</b>)</li> <li>○ Partnership- copy of Partnership Agreement plus IDs of all partners</li> <li>○ Company- current CM29/COR 20.1</li> <li>○ Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Trust- letter of appointment from the Master of the High Court of SA and deed of trust</li> <li>○ JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners</li> <li>• Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or sworn affidavit.</li> <li>• Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.</li> <li>• Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement.</li> <li>• Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the 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.</li> <li>• 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 or sworn affidavit.</li> <li>• Central Supplier Database (CSD) registration and proof of tax compliance on closing of tender.</li> <li>• Company resolution for bid signing powers</li> <li>• The following documents must be completed and duly signed <ul style="list-style-type: none"> <li>○ Declaration of interest in MBD 4,</li> <li>○ Declaration of the Bidder's Past Supply Chain Practices in MBD 8,</li> <li>○ Certificate of Independent Bid Determination in MBD 9, and</li> <li>○ Bidders Information in JPC MBD 7.1</li> </ul> </li> </ul> <p>If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.</p>



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<b>Evaluation Criteria</b>	<b>Functionality and Specific goals using the 80/20 preference point system 80 for price and 20 Specific goals</b>  $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$
<b>Address</b>	City of Joburg Property Company SOC Ltd, 3rd Floor (entrance level), A-Block, Forum I, 33 Hoofd Street, Braam Park Office Park, Braamfontein
<b>Enquiries</b>	All queries to be submitted to <a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a> and all queries to be submitted from 12 September 2025 to 08 October 2025 to enable JPC to respond to all queries by no later than 10 October 2025. All queries sent after 08 September 2025 will not be responded to.

**Please note the following conditions of submission:**

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

Musah Makhunga  
 Chief Executive Officer  
 City of Joburg Property Company SOC Ltd  
 Forum I, 3<sup>rd</sup> Floor, A Block (Ground Level),  
 Braampark Office Park, 33 Hoofd Street,  
 Braamfontein, Johannesburg  
[www.jhbproperty.co.za](http://www.jhbproperty.co.za)

**Contact Details**  
**Supply Chain Management**  
**Department**  
[tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za)



**BID DESCRIPTION: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF ARCHITECT LED PROFESSIONAL TEAM FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MA-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS**

COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 30 SEPTEMBER 2025 AT 10H30. SITE SITUATED ON ERF 1225 CITY AND SUBURBAN, ALBERT STREET AND SUBURBAN (MAIN ENTRANCE OF THE KWA MAI-MAI MARKET) AT 10H30

ALL QUERIES TO BE SUBMITTED TO [TENDERS@JHBPROPERTY.CO.ZA](mailto:TENDERS@JHBPROPERTY.CO.ZA) AND ALL QUERIES TO BE SUBMITTED FROM 12 SEPTEMBER 2025 TO 08 OCTOBER 2025 TO ENABLE JPC TO RESPOND TO ALL QUERIES BY NO LATER THAN 10 OCTOBER 2025. ALL QUERIES SENT AFTER 08 SEPTEMBER 2025 WILL NOT BE RESPONDED TO.

BID DOCUMENTS CANNOT BE POSTED, FAXED OR EMAILED.

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

**INCOMPLETE, UNSIGNED DOCUMENTS/FORMS WILL BE REJECTED.**

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

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

**ALL PAGES MUST BE INITIALLED.**

ONE ORIGINAL OF THE DOCUMENT, PLUS A COPY OF THE SCANNED VERSION INCLUDING ALL ANNEXURES/RETURNABLES IN USB CLEARLY MARKED IN BIDDER'S NAME. THE RETYPING OF THE TENDER DOCUMENT WILL NOT BE ACCEPTED

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

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

## GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS

JPC MBD 3

### 1. Purpose

The purpose and objective of this bid is to appoint a suitably qualified and experienced architect led professional team for the redesign and reconfiguration and construction supervision of the Kwa Mai-Mai market food court to enhance the function and aesthetics.

### 2. Conditions of Proposal

- 2.1 The City of Joburg Property Company (SOC) Ltd (Reg No 2000/017147/07) ("JPC"), hereby invites interested suitable qualified/experienced Bidders to submit proposals for consideration for the appointment for the work described in this RFP.
- 2.2 Appointment will be made in accordance with JPC's standard conditions of contract.
- 2.3 All submissions from interested bidders will be vetted through a compliance process to determine that all the required information is provided and correct.
- 2.4 Bidders, herein consent JPC to any investigations, JPC might deem necessary to validate in the RFP submitted.
- 2.5 Appraisal will be based on performance and milestones achieved and not hours worked.
- 2.6 Bidders will be expected to submit their Professional Indemnity insurance prior to finalisation of the award of the bid.

### 3. Submission of Proposals

- a. The Bidder(s) must submit Original plus the scanned version of the submission including all annexures / returnables in a USB clearly marked in bidder's name
- b. Proposals must be submitted on or before 10:30 (Telkom Time) on the closing date.
- c. Each Proposal must be clearly marked with the title of the bid as per the cover page.
- d. The completed proposal call documents must be deposited in the box made available at the JPC Offices, Braamfontein, Braampark Office Park, Forum 1 (One), A-Block, 3<sup>rd</sup> Floor (entrance level).

### **BID DOCUMENTS CANNOT BE POSTED, FAXED OR EMAILED**

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

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

### 4. Further Conditions

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

- b. The Bidder(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.
- c. The information required in the Proposal must be provided accurately and honestly. Bidder(s), who fail to provide such information to the satisfaction of JPC, will be disqualified from the proposal call process.
- d. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.
- e. JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- f. The evaluation of bids will be completed by JPC.
- g. JPC reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
- h. JPC reserves the right to appoint any independent professionals to evaluate successful Bidders' proposals.
- i. JPC reserve the right to negotiate a final proposal with any of the Bidder(s).
- j. JPC does not bind itself to accept any proposal submitted.
- k. JPC may at its discretion withdraw the proposal call process at any stage during the process.

### Enquiries

Only email enquiries will be accepted, such enquiries must be directed to: [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za)

POSTAL ADDRESS .....

STREET ADDRESS .....

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

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

E-MAIL ADDRESS .....

SIGNATURE OF BIDDER .....

DATE .....

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

## DECLARATION OF INTEREST

(MBD 4)

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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	
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 <sup>2</sup> )		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars:		
3.7.1	Name of director		

No.	Information	Please provide	
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	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i>  If yes, please furnish particulars:	Yes	No
3.11.1	Name of director		



No.	Information	Please provide	
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for  If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"In the service of the state" means to be –</p> <p>a member of –</p> <p>any municipal council;</p> <p>any provincial legislature; or</p> <p>the national Assembly or the national Council of provinces;</p> <p>a member of the board of directors of any municipal entity;</p> <p>an official of any municipality or municipal entity;</p> <p>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);</p> <p>a member of the accounting authority of any national or provincial public entity; or</p> <p>an employee of Parliament or a provincial legislature.</p> <p>"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.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED (UNDERSIGNED) SIGNATURE</b>
<b>DATE</b>	<b>CAPACITY</b>

## PROPOSED FEES IN LINE WITH THE SCOPE OF WORK OUTLINED UNDER (JPC MBD 5)

1. The Price Schedule as completed by the Bidder shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
2. Costs for all methods of communication are included in the fee and/or rates.
3. Special printing requirements are included in the fee and/or rates.
4. Provision of standard computer hardware and software are included in the fee and/or rates.
5. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others per month for the duration of the contract)
6. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
7. All quantities are provisional and shall be expended as directed by the JPC and any balance remaining shall be deducted from the amount of the contract sum.
8. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
9. The percentage fees will be disbursed in stages upon completion of all activities within the stage.
10. The total estimated financial commitment for the project to be in the range of **R25 000 000** excluding VAT; includes construction and professional services.

### Fees Apportionment Factor

Project Stage		Apportionment Factor.
No.	Description	%
1	Stage 1: Inception	2%
2	Stage 2: Concept and Viability	15%
3	Stage 3: Design Development	20%
4	Stage 4.1: Documentation and Procurement	10%
5	Stage 4.2	20%
6	Stage 5: Construction	30%
7	Stage 6: Close-out	3%

The Pricing Structure for the professional services fees are as per below activity schedule.

Project Stage		Price
No.	Description	
1	Stage 1: Inception	R
2	Stage 2: Concept and Viability	R
3	Stage 3: Design Development	R
4	Stage 4: Documentation and Procurement	R
5	Stage 5: Construction	R
6	Stage 6: Close-out	R
7	<b>Subtotal 1</b>	<b>R</b>
8	Discount	R
9	Contingencies @ 10% of subtotal 1	R
10	<b>Subtotal 2</b>	<b>R</b>



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<b>11</b>	Value-Added Tax 15% (VAT)	<b>R</b>
<b>12</b>	<b>TOTAL</b>	<b>R</b>

**TOTAL FEES IN WORDS (INCLUSIVE OF VAT).....**



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**BIDDER'S INFORMATION**

**(JPC MBD 7)**

Name of Bidder			
ID /Passport/ Registration Number			
Nature of bidder (tick one)	Natural Person/ Sole Proprietor		
	School/NGO/Trust		
	Company/ CC/ Partnership		
	Joint Venture (JV)		
Postal Address		Tel	
		Cell	
		Email	
		Fax	
<b>BIDDER BANKING DETAILS</b>			
Name of bidder's Banker			
Contact details of banker			

<b>Please indicate how you became aware of the invitation to submit this Proposal</b>			
The Star		JPC Web site	
Sowetan		E- Tenders	
JPC Social Media Accounts		JPC notice board	

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

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

## **CONTRACT FORM - PURCHASE OF GOODS/SERVICES MBD 7.1**

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
  - iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works 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 fulfillment 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.



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NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1. ....

2. ....

**DATE:**

.....

....

## PART 2 (TO BE FILLED IN BY THE PURCHASER) MBD 7.1

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

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....



## 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><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		

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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>	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.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

**CERTIFICATE OF INDEPENDENT BID DETERMINATION****(MBD 9)**

1. This municipal bidding document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

**<sup>3</sup> 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.**

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of Bidder</p>

## SCOPE OF WORK

(JPC MBD 10)

## LOCATION OF PROJECT

Kwa Mai-Mai Market is located in Alberts Street City and Suburban. Access to the property is gained through Alberts from the Johannesburg CBD and Through the M2 South turning left into Anderson Street from outside of town. The site is also close to the Ellis Park Train Station, Johannesburg Stadium, AGOG Gallery, Jeppe Police Station SAPS and Doornfontein UJ Campus.



## BACKGROUND

The Kwa Mai-Mai Market in the east of Johannesburg is one of the city's oldest markets and an exotic world of ethnic medicine all tucked away under a highway, including Informal food court (Tshisa Nyama) in downtown Johannesburg. Initially, a market of traditional healers and a place where one could buy African medicine "Muti", but now the market has expanded to sell a huge array of traditional African artefacts, everything African can be bought here, from Zulu attire, animal skin clothes, walking sticks, knobkerries, shields to sandals or beaded items.

JPC is mandated to maintain the COJ owned properties which includes the informal trading facilities. To this end, JPC has to provide clean, secure and integrated informal trading facilities in the City of Johannesburg. The Kwa Mai-Mai informal trading facility is supposed to be a fully-fledged Market, where Traders conduct their business during the day, lock their shops and close the market after hours

The area in which the subject site is located is fully developed, with limited available development land. The site is adjacent to an informal settlement and is surrounded by developed properties amongst them are mainly commercial and retail, recreational, institutional, and industrial. Residential units are largely found in the form of rental stock in high rise buildings of the inner city.

## **The scope of work:**

JPC requires the services of an Architect to undertake stage 1 to 6 for redesign and reconfiguration of the Kwa Mai-Mai food court.

The Architectural firm will be responsible for:

### **Stage 1: Inception**

- a) Receive, appraise, and report on the client's requirements about the client's brief;
- b) Determine the site and rights and constraints;
- c) Determine budgetary constraints;
- d) Determine the need for consultants;
- e) Determine indicative project timelines;
- f) Determine methods of contracting;
- g) whether other statutory authority applications are required or desirable.

### **Stage 2: Concept and viability (concept design)**

- a) Prepare an initial design concept and advise on: i the intended space provisions and planning relationships; ii proposed materials and intended building services; and iii the technical and functional characteristics of the design.
- b) Check for conformity of the concept with the rights to the use of the land.
- c) Consult with local and statutory authorities.
- d) Review the anticipated costs of the project.
- e) Review the project programme.

### **Stage 3: Design Development**

- a) Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- b) Review the programme and budget with the client, principal consultant, or other consultants;
- c) Coordinate other consultants' designs into building design;
- d) Prepare design development drawings including drafting technical details and material specifications;
- e) Discuss and agree on the building plan application and approval requirements with the local authority;

### **Stage 4.1: Documentation and Procurement Stage**

- a) Prepare documentation required for local authority building plan application submission;
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- c) Review the costing and programme with the consultants;
- d) Obtain the client's authority, and submit documents for approval at the local authority.

### **Stage 4.2**

- a) Prepare specifications for the works;
- b) Complete technical documentation sufficient for tender;
- c) Obtain offers for the execution of the works;



- d) Evaluate offers, and recommend a successful tenderer for appointment;
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants;

#### Stage 5: Construction

- a) Administer the building contract;
- b) Give possession of the site to the contractor;
- c) Issue construction documentation;
- d) Review sub-contractor designs, shop drawings, and documentation for conformity of design intent;
- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- g) Manage the completion process of the project;
- h) Assist the client in obtaining the required documentation necessary for the client to obtain the occupation certificate.

#### Stage 6: Close-out

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover, and operational manual of the project.
- b) When the contractor's obligations to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

The Kwa Mai-Mai food court is an iconic element of the Kwa Mai-Mai cultural precinct and should be enhanced through the following interventions:

Redesign and reconfiguration of the Kwa Mai-Mai food court to enhance the function and aesthetics by providing the following support to the traders to be confirmed through direct participation with the affected traders and other stakeholders:

- enhancement of stalls and cooking areas with supporting amenities including but not limited to “kitchen sinks”, storage, covered trading areas and ventilation system for outdoor braai area
- dedicated waste disposal areas
- Lighting
- parking and e-hailing drop off areas
- additional ablutions
- delivery areas
- Covered sitting areas (EAT -IN)
- Crime prevention measures
- Enhance compliance including but not limited to fire and safety
- Improvement of the surrounding of the environment.
- Required infrastructure to accommodate the proposed redesign
- Others

Preliminary costing for the proposed redesign

Construction supervision



## 2. PROJECT DELIVERABLES

- Project inception report
- Concept designs
- Detailed designs
- Preparation of tender documentation for procurement of contractor to be appointed by JPC.
- Stakeholder engagement consultation report outlining the consultation process that has been in consultation with the affected traders and other stakeholders prior to finalization of the designs
- Transformation report (jobs and SMMES) during construction
- Presentations, approvals
- Issuing of payment certificates for contractor
- Close out reports

## EVALUATION CRITERIA

Bids will be evaluated as follows:

### 1. DISQUALIFICATION CRITERIA:

- a. Non-attendance of the compulsory briefing session
- b. One of the Directors must be registered with the South African Council of Architectural Professionals (SACAP) as a Professional Architect – bidder to submit certified copies of the original registration documents (the certified documents must be valid on date of bid closure).

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

- a. Valid Tax Compliant Verification PIN number issued by South African Revenue Services (SARS).
- b. Proof of registration of the Bidder as follows:  
Natural persons- certified copy of ID document/ passport (**NB: certified ID and/or passport copies should not older than 3 months. Smart card IDs must be printed on both sides.**)
  - i. Partnership- copy of Partnership Agreement plus IDs of all partners
  - ii. Company- current CM29/COR 20.1
  - iii. Close Corporation- current copy of CK1 and/or CK2C/COR 20.1
  - iv. Trust- letter of appointment from the Master of the High Court of SA and deed of trust
  - v. JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners
- c. Entity BBBEE Certificate or JV/Consortium Consolidated BBBEE Certificate or sworn affidavit.
- d. Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the individual / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted / valid lease agreement
- e. Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the Entity / Proof that acknowledgments or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted/ valid lease agreement.
- f. Up to date Municipal Account not older than three (3) months from bid closing date and not over three (3) months in arrears for the 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.
- g. 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 or sworn affidavit.
- h. Central Supplier Database (CSD) registration and proof of tax compliance on tender closing

- i. Company resolution for bid signing powers
- j. The following documents must be completed and duly signed
  - o Declaration of interest MBD 4
  - o Declaration of the Bidder's Past Supply Chain Practices in MBD 8,
  - o Certificate of Independent Bid Determination in MBD 9, and
  - o Bidders Information in JPC MBD 7.1
- k. If the entity or any of its Directors are listed on the National Treasury register of defaulters will be rejected.

## EVALUATION CRITERIA

(JPC MBD 11)

The bids will be evaluated using a two stage evaluation process as follows:

### STAGE 1: TECHNICALITY / FUNCTIONALITY EVALUATION

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

FUNCTIONALITY	WEIGHT	RETURNABLES
<b>1. CAPABILITIES AND EXPERIENCE OF BIDDER</b>	<b>50 points</b>	
<p><b>1.1 Demonstrate experience and capability of the bidding entity in the successful execution of projects of similar nature – MAXIMUM WEIGHT = 15 POINTS</b></p> <p><b>Points will be scored on the following basis:</b></p> <ul style="list-style-type: none"> <li>• 5 submissions demonstrating the successful execution of projects/ assignments of similar nature completed by bidder since inception of the firm = <b>15 points</b></li> <li>• 4 submissions demonstrating the successful execution of projects/ assignments of similar nature since inception of the firm = <b>12 points</b></li> <li>• 3 submissions demonstrating the successful execution of projects / assignments of similar nature since inception of the of the firm = <b>9 points</b></li> <li>• 2 letter submissions demonstrating the successful execution of projects/ assignments of similar nature since inception of the firm = <b>6 points</b></li> <li>• 1 submission demonstrating the successful execution of projects/ assignments of similar nature since inception of the firm = <b>3 point</b></li> <li>• Incomplete submissions or non-corresponding submissions outlining = <b>0 points</b></li> </ul>	<b>15 points</b>	<p>Bidder to submit the following :</p> <p><b>5 x reference letters (demonstrating successful execution of projects of similar nature with corresponding letters of appointment. The letter of reference must have the following:</b></p> <ul style="list-style-type: none"> <li>• be signed, on the bidder's client's letterhead</li> <li>• and must state Project Name,</li> <li>• Project Value,</li> <li>• Project duration, and</li> <li>• Contact details</li> </ul> <p><b>3 points per submission (1x letter of reference with corresponding letter of appointment)</b></p> <p>Failure of the bidder to submit all of the above will result in bidder scoring 0 points</p> <p><b>Bidder to pair each appointment letter with the corresponding reference letter.</b></p> <p><b>Only the first 5 letters of reference and letters of appointment will be considered.</b></p> <p><b>NB: ABOVE MENTIONED SUBMISSIONS WILL BE UTILISED AS EVIDENCE FOR THE TOTAL VALUE OF PROJECTS COMPLETED BY BIDDING ENTITY ON 1.2 and MBD 13</b></p>

FUNCTIONALITY	WEIGHT	RETURNABLES
<p><b>1.2 TOTAL VALUE OF PAST PROJECTS OF A SIMILAR NATURE COMPLETED BY THE BIDDING ENTITY (MAXIMUM WEIGHT = 10 POINTS)</b></p> <p>Points will be scored on the following basis:</p> <ul style="list-style-type: none"> <li>• R250 million and above = <b>10 points</b></li> <li>• R180 million - below R250 million = <b>8 points</b></li> <li>• R130 million – below R180 million = <b>6 points</b></li> <li>• R80 million – Below R130 million = <b>4 points</b></li> <li>• R30 million - below R80 million = <b>2 points</b></li> <li>• Below R30 million= <b>0 points</b></li> </ul>	10 points	<p>Scores will be determined based on cumulative value of all projects of a similar nature completed by the bidding entity.</p>
<p><b>1.3 Demonstrate experience and capability of the bidding entity in successful execution of projects of similar nature – MAXIMUM WEIGHT = 25 POINTS</b></p> <ul style="list-style-type: none"> <li>• Submission of more than 5 Portfolios Of Evidence (POEs) = <b>25 points</b></li> <li>• Submission of 4 Portfolios Of Evidence (POEs) = <b>20 points</b></li> <li>• Submission of 3 Portfolios Of Evidence (POEs) = <b>15 points</b></li> <li>• Submission of 2 Portfolios Of Evidence (POEs) = <b>10 points</b></li> <li>• Submission of 1 Portfolio Of Evidence (POE) = <b>5 points</b></li> <li>• Submission of incomplete Portfolio Of Evidence (POEs) = <b>0 points</b></li> </ul>	25 points	<p><b>Bidder to submit Portfolio Of Evidence (POE) for each of the projects of similar nature. Each POE must contain the letter of appointment, Heritage approvals, Approved designs and plans</b></p> <p>Failure of the bidder to submit all of the above per Portfolio Of Evidence will result in bidder scoring 0 points</p>
<p><b>2. CAPABILITIES AND EXPERIENCE OF THE BIDDER'S KEY PERSONNEL</b></p>	25 Points	
<p>Relevant experience and Qualifications of the bidder's Key Personnel (<b>Maximum 25 points</b>)</p> <p>Points to be allocated as follows:</p> <p><b>2.1 QUALIFICATIONS OF KEY PERSONNEL (5 POINTS MAXIMUM)</b></p>		<p><b>BIDDER TO SUBMIT A SIGNED CONFIRMATION LETTER ON BIDDER'S LETTERHEAD CONFIRMING THAT THE KEY PERSONNEL ARE UNDER THE EMPLOY OF THE BIDDER.</b></p> <p><b>FAILURE TO SUBMIT THE ABOVE WILL RESULT IN BIDDER SCORING 0</b></p>

FUNCTIONALITY	WEIGHT	RETURNABLES
<ul style="list-style-type: none"> <li>BSC Honors in Architecture or higher = <b>5 points</b></li> <li>B-Tech or <b>NQF Level 7</b> in Architecture or higher national diploma = <b>3 points</b></li> </ul> <p><b>2.2 REGISTRATION WITH THE PROFESSIONAL BODIES = (10 POINTS MAXIMUM)</b></p> <ul style="list-style-type: none"> <li>Professional Architect = <b>5 points</b></li> </ul> <p><b>2.3 EXPERIENCE OF THE KEY PERSONNEL POST SACAP REGISTRATION (5 Points)</b></p> <ul style="list-style-type: none"> <li>10 years and above = <b>5 points</b></li> <li>7 years – less than 10 years = <b>3 points</b></li> <li>4 years – less than 7 years = <b>1 points</b></li> <li>Below 4 years = <b>0 points</b></li> </ul> <p><b>2.4 VALUE OF PAST PROJECTS COMPLETED BY THE KEY PERSONNEL (MAXIMUM WEIGHT = 5 POINTS)</b></p> <p>Points will be scored on the following basis:</p> <ul style="list-style-type: none"> <li>R300 million and above = <b>5 points</b></li> <li>R200 million - below R300 million = <b>4 points</b></li> <li>R150 million – below R200 million = <b>3 points</b></li> <li>R100 million – R150 million = <b>2 points</b></li> <li>Below R100 million = <b>1 points</b></li> </ul>		<p><b>ON THE CRITERA LISTED UNDER 2 (CAPABILITY AND EXPERIENCE OF BIDDER'S KEY PERSONNEL)</b></p> <p><b>BIDDER TO ATTACH CERTIFIED COPIES OF THE QUALIFICATIONS OF THE KEY PERSONNEL.</b></p> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li><b>FOREIGN QUALIFICATION SHOULD BE ACCOMPANIED BY SAQA CERTIFICATE.</b></li> <li><b>ALL CERTIFIED COPIES SHOULD NOT BE OLDER THAN THREE (3) MONTHS ON BID CLOSING DATE.</b></li> </ul> <p><b>FAILURE TO ATTACH ALL OF THE ABOVE WILL RESULT IN BIDDER BEING SCORED 0 POINTS</b></p> <p><b>BIDDER TO ATTACH CERTIFIED COPIES OF THE VALID PROOF OF REGISTRATION WITH POST SACAP(SOUTH AFRICAN COUNCIL ARCHITECTURAL PROFESSIONAL REGISTRATION)</b></p> <p><b>BIDDER TO ATTACH CERTIFIED COPIES OF QUALIFICATIONS AND CV'S / RESUMES OF THE KEY PERSONNEL DETAILING YEARS OF EXPERIENCE, PROJECT UNDERTAKEN AND THE TOTAL VALUE OF EACH PROJECT. FAILURE TO ATTACH WILL RESULT IN BIDDER BEING SCORED 0 POINTS</b></p> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li><b>ALL CERTIFIED COPIES SHOULD NOT BE OLDER THAN THREE (3) MONTHS ON BID CLOSING DATE.</b></li> </ul>

FUNCTIONALITY	WEIGHT	RETURNABLES
<b>3.CAPABILITIES AND EXPERIENCE OF THE BIDDER'S PROFESSIONAL TEAM</b>	<b>25 Points</b>	
<p><b>3.1 Relevant experience and Qualifications of the bidder's Quantity Surveyor (Maximum 25 points)</b></p> <p><b>Points to be allocated as follows:</b></p> <p><b>3.1.1 QUALIFICATIONS OF KEY PERSONNEL (5 POINTS MAXIMUM)</b></p> <ul style="list-style-type: none"> <li>BSC Honors in Quantity Surveying or higher = <b>5 points</b></li> <li>B-Tech or <b>NQF Level 7</b> in Quantity Surveying or higher national diploma = <b>3 points</b></li> </ul> <p><b>3.1.2 REGISTRATION WITH THE PROFESSIONAL BODIES = (5 POINTS MAXIMUM)</b></p> <ul style="list-style-type: none"> <li>Professional Quantity Surveyor = <b>5 points</b></li> </ul> <p><b>3.2 EXPERIENCE OF BIDDER'S HERITAGE SPECIALIST (Maximum 15) points)</b></p> <p><b>3.2.1 Demonstrate experience and capability of Bidder's Heritage specialist</b></p> <p><b>Points to be allocated as follows:</b></p> <p><b>5 x Heritage approvals obtain by bidder's specialist from any Provincial or National Heritage Authority of that project. (3 points per Heritage approval)</b></p>		<p><b>BIDDER TO SUBMIT A SIGNED CONFIRMATION LETTER ON BIDDER'S LETTERHEAD CONFIRMING THAT THE KEY PERSONNEL ARE UNDER THE EMPLOY OF THE BIDDER.</b></p> <p><b>FAILURE TO SUBMIT THE ABOVE WILL RESULT IN BIDDER SCORING 0 ON THE CRITERA LISTED UNDER 3 (CAPABILITY AND EXPERIENCE OF BIDDER'S QUANTITY SURVEYOR)</b></p> <p><b>BIDDER TO ATTACH CERTIFIED COPIES OF THE QUALIFICATIONS OF THE QUANTITY SURVEYOR.</b></p> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li><b>FOREIGN QUALIFICATION SHOULD BE ACCOMPANIED BY SAQA CERTIFICATE.</b></li> <li><b>ALL CERTIFIED COPIES SHOULD NOT BE OLDER THAN THREE (3) MONTHS ON BID CLOSING DATE.</b></li> </ul> <p><b>FAILURE TO ATTACH ALL OF THE ABOBE WILL RESULT IN BIDDER BEING SCORED 0 POINTS</b></p> <p><b>BIDDER TO ATTACH CERTIFIED COPIES OF THE PROOF OF REGISTRATION WITH POST SACQSP(SOUTH AFRICAN COUNCIL FOR THE QUANTITY SURVEYING PROFESSION)</b></p> <p><b>NB:</b></p> <ul style="list-style-type: none"> <li><b>ALL CERTIFIED COPIES SHOULD NOT BE OLDER THAN THREE (3) MONTHS ON BID CLOSING DATE.</b></li> </ul>

FUNCTIONALITY	WEIGHT	RETURNABLES
		BIDDER TO SUBMIT 5 X HERITAGE APPROVALS OBTAIN BY BIDDER'S SPECIALIST FROM ANY PROVINCIAL OR NATIONAL HERITAGE AUTHORITY OF THAT PROJECT (3 POINTS PER SUBMISSION).
<b>TOTAL</b>	<b>100</b>	

## **STAGE 2: PRICE AND PREFERENTIAL GOALS**

Only bids that meet a functional score of not less than 70 points out of 100 will be evaluated further on price and preferential goals specified on this RFQ.

### **80/20 PREFERENCE POINT SYSTEMS**

The following formula will be used to calculate the points out of 80 for price:

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

Where

$P_s$  = Points scored for price of bid under consideration.

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

### **POINTS AWARDED FOR PRICE AND PREFERENTIAL GOALS**

Points will be allocated as follows:

<b>PRICE</b>	<b>80</b>
<b>PREFERENTIAL GOALS</b>	<b>20 allocated as follows</b>
<b><u>Business owned by 51% or more – Black People :</u></b> <ul style="list-style-type: none"> <li>➤ 51% Black ownership = 5 points</li> <li>➤ Less than 51% Black ownership = 0 points</li> </ul> Provide a CSD, Valid BBBEE Certificate/Affidavit Sworn under Oath, ID copy of owner/s of the business and shareholder's certificate	<b>5 points</b>
<b><u>SMMEs (An EME or QSE)</u></b> <ul style="list-style-type: none"> <li>➤ An EME or QSE = 5 points</li> <li>➤ Not an EME or QSE = 0 points</li> </ul> Provide a CSD, Valid BBBEE Certificate/Affidavit Sworn under Oath	<b>5 points</b>



<p><b><u>Enterprises located within the City of Johannesburg Municipality</u></b></p> <ul style="list-style-type: none"> <li>➤ Within COJ = 10 points</li> <li>➤ Outside COJ = 0 point</li> </ul> <p>Provide a CSD report and proof of municipal account</p>	<p><b>10 points</b></p>
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The following means of verification documents are required for the purposes of allocating preferential points:

1. Central supplier database (CSD) report – the CSD report must be recent
2. Valid BBBEE Certificate/ Original Affidavit Sworn under oath – **NB: copy of an affidavit will not be accepted**
3. ID copy of owner/s of the business
4. Shareholder's certificate/s – for the directors of the bidding entity

**NB: Non-submission of the aforementioned documents will result in a bidder allocated zero points for the applicable specific goal.**

## STATEMENT OF BIDDERS EXPERIENCE

(JPC MBD 12)

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

The Value of relevant Architectural work completed by the **bidding entity** is as follows:

	RELEVANT PROJECT/ PROGRAM NAME	VALUE PREVIOUS PROJECTS COMPLETED	OF PROJECT/PROGRAM OWNER	CONTACT DETAILS REFERENCE	OF
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
	<b>TOTAL</b>				

## CAPABILITY AND EXPERIENCE OF THE BIDDER'S KEY PERSONNEL

JPC MBD 13

CURRICULUM VITAE TEMPLATE FOR BIDDER'S KEY PERSONNEL			
1.	Surname		
2.	First Name		
3.	Date of birth		
4.	Nationality (plus ID number or passport number)		
5.	Membership of Professional Bodies and Professional Registration with date achieved	Professional Body/ Association:	
		Registration (Member) Number:	
		Date of Registration:	
1. EDUCATION/ QUALIFICATIONS			
	Institution and date from and date to	Qualifications obtained	

7. EXPERIENCE PERTAINING TO REDESIGNING AND RECONFIGURATION OF SPACES			
Company/ Organisation	– Date to)	Duration	of Position

**NB:** Certified copies of key personnel's qualifications and valid statutory registration with professional bodies must be attached as supporting documents.

CURRICULUM VITAE TEMPLATE FOR BIDDER'S KEY PERSONNEL		
1.	Surname	
2.	First Name	
3.	Date of birth	
4.	Nationality (plus ID number or passport number)	
5.	Membership of Professional Bodies and Professional Registration with date achieved	Professional Body/ Association:
		Registration (Member) Number:
		Date of Registration:
2. EDUCATION/ QUALIFICATIONS		
	Institution and date from and date to	Qualifications obtained

## STANDARD CONDITIONS OF SUBMISSION

(JPC MBD 14)

The following conditions apply to all bids submitted:

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

## **SUBMISSION OF PROPOSALS**

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

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

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

## **OPENING OF PROPOSALS**

- Proposals will be opened immediately after the closing time on the closing date at the offices of JPC at the mentioned address. The RFP number, and the name of each Bidder(s) will be announced and recorded in a register.
- Bidder's return address must be clearly stipulated or indicated on the back of the envelope.

## **EVALUATION OF PROPOSALS**

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

## **RESOLUTIONS OF DISPUTES**

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

3<sup>rd</sup> Floor (Entrance level), Forum 1, Braampark, 33 Hoofd Street, Braamfontein

Fax: (010) 219 9400

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

## **PROHIBITIONS**

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



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

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

### **GENERAL ENQUIRIES**

Only email enquiries will be accepted, such enquiries must be directed to [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za)

## JPC STANDARD CONDITIONS OF APPOINTMENT

(JPC MBD 15)

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

services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.

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

19. **Copyright:** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the Service Provider in the course and scope of its appointment shall be and remain vested in JPC for which purpose the Service Provider cedes to JPC all such copyright.
20. **Dispute Resolution:**
- a. Any dispute arising between the Parties in respect of this appointment shall in the first instance be referred in writing to the senior executives of the Parties by either Party for resolution. The senior executives of the Parties shall meet within five (5) business days after receiving the aforesaid written referral and shall use their best endeavours to resolve the dispute within the time foregoing.
  - b. If the senior executives fails to meet within five (5) business days after a dispute has been referred to them or fail to resolve the dispute within the time in paragraph (a) above, then either Party shall be entitled to immediately institute legal proceedings from a competent court.
  - c. Notwithstanding anything to the contrary contained in this paragraph 20, any party shall be entitled to approach a competent court for an appropriate relief.

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

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

## **CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI) (JPC MBD 17)**

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

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

### **1. What is personal information?**

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

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

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

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

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

### **3. How will JPC process personal information?**

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

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

### **4. To whom will personal information be disclosed?**

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

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

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

### **5. Consent and Permission to process personal information:**

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

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

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

## 6. Rights regarding the processing of personal information:

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

## 7. Queries relating to breach of personal information:

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

Signature:	Date:
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## REGISTRATION DOCUMENTS

(JPC MBD 16)

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

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





RFP 02/2026FY/PF: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN ARCHITECT LED PROFESSIONAL TEAM FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MAI-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS.

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## BIDDER'S COMPANY PROFILE

(JPC MBD 17)



RFP 02/2026FY/PF: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN ARCHITECT LED PROFESSIONAL TEAM FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MAI-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS.

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**POWER OF ATTORNEY OR COMPANY RESOLUTION**

**(JPC MBD 18)**



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**PROOF OF UP TO DATE MUNICIPAL ACCOUNT / AFFIDAVIT / PROOF OF ARRANGEMENTS TO SETTLE ARREARS (JPC MBD 19)**



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## JOINT VENTURE / CONSORTIUM AGREEMENT

(JPC MBD 20)



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## BIDDER'S EXPERIENCE

JPC MBD 21

## **RELEVANT EXPERIENCE AND QUALIFICATIONS OF THE BIDDER'S KEY PERSONNEL (JPC MBD 22)**



RFP 02/2026FY/PF: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN ARCHITECT LED PROFESSIONAL TEAM FOR THE REDESIGN AND RECONFIGURATION AND CONSTRUCTION SUPERVISION OF THE KWA MAI-MAI MARKET FOOD COURT TO ENHANCE THE FUNCTION AND AESTHETICS.

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## **BIDDER'S PORTFOLIOS OF EVIDENCE (POEs)**