



RFP NUMBER 03/2023FY/JPC REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS

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

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

RFP 03/2023FY/JPC

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

**Important Notice**

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

Closing time of submission: 10h30 (Telkom time) – no bid received after the closing date and time will be accepted or considered.

**NB: ALL BIDS WILL BE DEPOSITED AT FORUM I, TENDER BOX, AT BRAAMPARK OFFICE PARK.**

Opening of submissions: Bids will be opened at City of Joburg Property Company (SOC) Ltd, Forum I (3<sup>rd</sup> Level, Block A), Braampark Office Park, 33 Hoofd street, Braamfontein

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NAME OF BIDDER :

Documents to be Submitted: 1 original and one copy of the full submission on a memory stick

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: 04 November 2022

Closing Time: 10h30 (Telkom Time)

Place: City of Joburg Property Company (SOC) Ltd  
Forum I, Level 3 (street level), Entrance A  
Braampark Office Park  
33 Hoofd Street, Braamfontein



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## 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)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF JOBURG PROPERTY COMPANY SOC LTD					
BID NUMBER:	RFP 03/2023FY/JPC	CLOSING DATE	04 November 2022	CLOSING TIME	10H30 (Telkom Time)
DESCRIPTION	<b>REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS</b>				
<b>THE SUCCESSFUL BIDDERS WILL BE REQUIRED TO ENTER INTO AN AGREEMENT WITH THE CITY OF JOBURG PROPERTY COMPANY SOC LTD</b>					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					



**Municipal Entity: City of Joburg Property Company (SOC) Ltd.**  
**Contact Person : Supply Chain Management Unit**  
**Email : [tenders@jhbproperty.co.za](mailto:tenders@jhbproperty.co.za)**

## **TERMS AND CONDITIONS FOR BIDDING**

### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—OR DOWNLOADED ONLINE (NOT TO BE RE-TYPED)**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART 3 BELOW.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
 YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
 YES  NO



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**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

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

SIGNATURE OF BIDDER:

.....

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

DATE:.....

.....



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TENDER ADVERT FOR BID: RFP 03/2023FY/JPC

(JPC MBD 1)

**CITY OF JOBURG PROPERTY COMPANY (SOC) LTD (REG. NO 2000/017147/07) (“JPC”), HEREBY INVITES INTERESTED PARTIES TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS**

<b>Bid Number</b>	RFP 03/2023FY/JPC
<b>Bid Description</b>	<b>REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS</b>
<b>Compulsory Briefing Session Date</b>	No briefing session
<b>Document Availability Date</b>	30 September 2022
<b>Document Cost</b>	Tender document can be downloaded from JPC website and E-tenders website at no cost, via <a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a> or <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>
<b>Closing Date</b>	04 November 2022
<b>Prequalification criteria</b>	None
<b>Disqualification criteria</b>	None
<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 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</li> <li>○ Partnership- copy of Partnership Agreement plus IDs of all partners</li> <li>○ Company- current CM29 or CoR20.1</li> <li>○ Close Corporation- current copy of CK1 and/or CK2C or CoR 20.1</li> <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</li> </ul> </li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that</li> </ul>

	<p>acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted.</p> <ul style="list-style-type: none"> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Bidding Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted</li> <li>• Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) of the Bidding Entity/ Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up to date municipal account cannot be submitted</li> <li>• If a director/member of the Bidding Entity does not own any property at least a lease agreement or affidavit needs to be provided</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 and a JV / Consortium agreement</li> <li>• If the Bidder is required by law to prepare annual financial statements for auditing, and the value of the bids exceeds R 10 million (including VAT), copies of the Bidder's audited annual financial statements for the past 3 (three) years (or since establishment if the bidder was established in the past 3 (three) years) must be submitted as per Regulation 21 Municipal Supply Chain Management Regulations, 2005 or letter from the Auditor or Accountant has to be submitted</li> <li>• Central Supplier Data Base registration (CSD)</li> <li>• Signature of the following documents.             <ul style="list-style-type: none"> <li>○ Declaration of interest in MBD 4;</li> <li>○ Bidders Information in JPC MBD 7.1;</li> <li>○ Declaration of the Bidder's Past Supply Chain Practices in MBD 8; and</li> <li>○ Certificate of Independent Bid Determination in MBD 9.</li> </ul> </li> </ul> <p>If the Bidding Entity or any of its members/directors are listed on the National Treasury register of defaulters, the bid will be rejected.</p>
<p><b>Evaluation Criteria</b></p>	<p><b>Functionality, Price and B-BBEE using the 80/20 preference point system 80 for price and 20 for the B-BBEE status level of contributor</b></p> $P_s = 80 \left( 1 - \frac{P_{min} - P_t}{P_{min}} \right)$
<p><b>Address</b></p>	<p>City of Joburg Property Company SOC Ltd, Forum I (3<sup>rd</sup> Floor, Block A), 33 Hoofd Street, Braampark Office Park, Braamfontein</p>
<p><b>Enquiries</b></p>	<p><a href="mailto:tenders@jhbproperty.co.za">tenders@jhbproperty.co.za</a></p>





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

- No late proposals will be considered.
- City of Joburg Property Company (SOC) Ltd reserves the right not to accept any proposals/accept part of the proposals, or to withdraw the call for proposals.

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

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



[www.jhbproperty.co.za](http://www.jhbproperty.co.za)



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**BID DESCRIPTION:** RFP 03/2023FY/JPC REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS

**BID DOCUMENTS CANNOT BE POSTED.**

BID DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: **FORUM I, BLOCK A, THIRD FLOOR (RECEPTION LEVEL) BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN.**

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

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

**ALL PAGES MUST BE INITIALED.**

**ONE ORIGINAL AND ONE MEMORY STICK, MUST BE DELIVERED AND CLEARLY MARKED.**

The bid box will be accessible and closing time is (10h30).

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

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



## GENERAL TERMS OF REFERENCE PROCEDURES AND CONDITIONS (JPC MBD3)

### 1. Purpose

The purpose of this bid is to request suitable bidders to submit proposals with regard to the development of an electronic document management system which enables compliance with the Protection of Personal Information Act ("POPIA") for the City of Joburg Property Company SOC Ltd, through a tender process.

### 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.

### 3. Submission of Proposals

- a. The Bidder(s) must submit one original of the Proposal document and one memory stick containing a copy of the full submission
- 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 tender box made available at **Forum I, Block A, Third Floor (Reception Level) Braampark Office Park, 33 Hoofd Street, Braamfontein.**

### BID DOCUMENTS CANNOT BE POSTED

**BID DOCUMENTS MUST BE PLACED IN A SEALED MARKED ENVELOPE AND DEPOSITED IN THE BID BOX SITUATED AT: FORUM I, BLOCK A, THIRD FLOOR (RECEPTION LEVEL) BRAAMPARK OFFICE PARK, 33 HOOFD STREET, BRAAMFONTEIN.**

**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 until 10:30 (Telkom Time) on the day of closing.

### 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 the JPC, will be disqualified from the proposal call process.
- d. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the JPC based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by JPC and/or termination of the subsequent appointment.
- e. JPC will not be held responsible or liable for any costs whatsoever and /or losses incurred or suffered by the Bidder(s) or any other party or parties for whatsoever reason as a result of the Proposal.
- f. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned



to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of a another person or entity or such cession or assignment is approved by JPC for justifiable reasons.

- g. The evaluation of bids will be completed by the JPC.
- h. JPC reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
- i. JPC reserve the right to make an appointment to more than one bidder, in whole or in part.
- j. JPC reserve the right to negotiate a final proposal with any of the Bidder(s).
- k. JPC does not bind itself to accept any proposal submitted.
- l. JPC may at its discretion withdraw the proposal call process at any stage during the process.

**Enquiries**

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

POSTAL ADDRESS .....

STREET ADDRESS .....

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

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

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

E-MAIL ADDRESS .....

SIGNATURE OF BIDDER .....

DATE .....

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

**DECLARATION OF INTEREST**

**(MBD 4)**

1. No bid will be accepted from persons in the service of the 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 detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder <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</i>		
3.7	Are you presently in the service of the state?  If yes, please furnish particulars :	Ye s	N o
3.7.1	Name of director		

No.	Information	Please provide detail	
3.7.2	Service of state organisation		
3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Ye s	N o
3.8.1	Name of director		
3.8.2	Service of state organisation		
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 :	Ye s	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 :	Ye s	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 :	Ye s	No
3.11.1	Name of director		
3.11.2	Service of state organisation		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Ye s	No



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No.	Information	Please provide detail	
	If yes, please furnish particulars:		
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  If yes, please furnish particulars:	Ye s	No
3.13.1	Name of director		
3.13.2	Related company		



No.	Information	Please provide detail
Note:	<p>SCM Regulations:</p> <p>“1In the service of the state” means to be –</p> <ul style="list-style-type: none"> <li>(a) a member of –               <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p>“2 Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>	

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

Full Name	Identity Number	State Employee Number





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

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



**PRICE PROPOSAL TO UNDERTAKE THE PROJECT**

**(JPC MBD 5)**

NAME OF BIDDER: .....

BID NO.: .....

SCOPE	FEE
<b>PHASE 1</b>  1. Analysis, 2. Framework , 3. Methodology 4. Submission and approval of Documentation/ Hand-Book 5. Determine Requirements 6. Conduct Analysis	
<b>PHASE 2</b>  1. Design Software Infrastructure 2. Develop a Management Plan 3. Design System Integration 4. Design Testing 5. Training and User Acceptance 6. Implement the Solution 7. Extract reporting and Analytics 8. Perform Maintenance Checks	
<b>SUB-TOTAL</b>	
<b>VAT</b>	<b>R</b>
<b>TOTAL</b>	<b>R</b>

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

The information provided in this section will be used to calculate the price and will be used in the evaluation of bids.

Any enquiries regarding bidding procedures may be directed to:

**CITY OF JOBURG PROPERTY COMPANY SOC LTD: SUPPLY CHAIN MANAGEMENT UNIT**  
**- tenders@jhbproperty.co.za**



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to this bid:

- The 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid could not be determined, therefore the highest acceptable tender will be used to determine the applicable preference point system; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Financial Offer; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
FINANCIAL OFFER	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
TOTAL POINTS FOR FINANCIAL OFFER AND B-BBEE MUST NOT EXCEED	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR FINANCIAL OFFER

### 3.1 THE 80/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for financial offer of bid under consideration

$P_t$  = Financial Offer of bid under consideration



Pmin = Financial Offer of lowest acceptable minimum bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>Price</b>	<b>80</b>
<b>B-BBEE Status Level of Contribution</b>	<b>Number of Points 20</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non - Contributor	0
Maximum	10
<b>Total</b>	<b>100</b>

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....



- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people ( As defined by the Act B-BBEE Number 46 of 2013 and any amended)	√	√

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

- 8.8 Total number of years the company/firm has been in business:.....
- 8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.



**BIDDER'S INFORMATION**

**(JPC MBD 7.1)**

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

**BIDDER BANKING DETAILS**

Name of bidder's Banker	
Contact details of banker	

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

The Star		JPC website	
Sowetan		E- Tenders	
JPC Social Media Accounts		Business Day	

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

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





**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:		
4.2	<p>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)?</p> <p><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></p>	Yes	No



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

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

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

<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



as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



## SCOPE OF WORK

(JPC MBD 10)

### PRIMARY SCOPE EDRMS WITH POPI COMPLIANCE

- Implementation of EDRMS
- Document Management
- Correspondence Management
- Capturing and declaring records
- Classification scheme and file organization
- Security and access Control for file data
- Administrative functions, including security access permissions
- Hybrid Record Management
- Retention and Disposition of files
- Integration with OCR Scanners
- Storage Requirements
- Search
- Meta Data
- System integration (current solutions and migration)
- Workflow management
- High level EDRMS capability
- Licensing and Services for a period of three (3) years
- Maintenance and terms for three (3) years

### POPI

- Privacy imbedded in design
- Full functionality positive sum- not zero sum
- End to end security full life cycle protection
- Visibility and transparency (monitoring)
- Respective for users privacy

### FORMALISE AND OPERATIONALISE POPI COMPLIANCE

- Perform gap analysis vs POPI Act
- Analyze what and how the information is processed
- Implement POPIA compliances
- Review the websites to be POPIA compliant
- Contact and update PAIA manual
- Implement POPI management compliant processes
- Train stakeholders about their roles
- Make POPIA compliance with integrated EDRMS
- Obtain customer/ employee consent
- Obtain compliant POPIA undertaking



## 1. BACKGROUND

The appointment of a suitable bidder for the JPC development and implementation of an electronic document/records management system with integration of a complete POPIA module that enables JPC compliance with POPIA for a period of three (3) years. The expected outcome for the records management are as follows:

- Create complete and accurate records that provide evidence of JPC’s functions, activities, decisions, transactions, procedures, etc.
  - Identify and apply an appropriate security classification
  - Distinguish between records and non-record copies or working documents, to be able to appropriately segregate them in the filing system
  - Place the record in JPC organizational structure classification scheme (or file plan) either in paper (e.g. in a filing cabinet or a binder) or in electronic version (e.g. on a shared drive or in a system) to ensure that it’s preserved within its context
  - Preserve the integrity of the record, which means ensuring that it has not been altered after completion
  - Maintain its usability which means making it available for all colleagues who need an access to the record to do their job
  - Facilitate identification and preservation of records with permanent retention
  - Transfer them to the local Records Center
  - Retrieve only those records that are needed from time to time
  - Identify records with archival value (permanent retention), list them, organize them and sent them to Records Center
  - Identify records due for disposal/destruction, list them, gather necessary approvals for the destruction and proceed with an environmentally friendly destruction process
- 1) In terms of POPIA, JPC has registered an Information Officer (IO) and Deputy Information Officers (DIOs) with the Regulator, and the CEO, as the Information Officer has taken up her duties under POPIA.
  - 2) The duties of the IO as supported by the DIOs include to ensure that -
    - a. **A compliance framework is developed, implemented, monitored and maintained:** The IO established an Interdepartmental Task Team within JPC to guide and advise on the development of a framework, and the implementation of a system aimed at centralizing information and records, and distribution of information through ITC systems, in line with the principles of Privacy by Design.
    - b. **A personal information impact assessment is done to ensure that adequate measures and standards exist in order to comply with the conditions for the lawful processing of personal information:** the Interdepartmental Task Team has recommended that a service provider be appointed to assist in the assessment and implementation.



- c. **A manual (a PAIA manual) is developed, monitored, maintained and made available as prescribed in sections 14 and 51 of PAIA:** the JPC PAIA manual, which is available on the JPC website, is already in the process of being amended to incorporate the provisions of POPIA.
  - d. **Internal measures are developed together with adequate systems to process requests for information or access thereto:** a dedicated email for requests for information and whether information may be shared with a third party (internal and external) will be created, which email address will be assigned to the DIOs to process requests.
  - e. **Internal awareness sessions are conducted regarding the provisions of the Act, regulations made in terms of the Act, codes of conduct, or information obtained from the Regulator:** to be rolled out as part of the service provider scope of works
- 3) JPC management supports POPIA risk assessments through involvement in the Interdepartmental Task Team, and through development and deployment of good policies, procedures and practices.

## 2. IMPLEMENTATION RISK / PROBLEM STATEMENT

- 1) JPC does not have a centralized system of information; information is scattered and held in the hands of portfolio and project managers and various systems (TRIM, PIMS, NICOR, SAP, etc.)
- 2) Ascertaining any third parties who have or had access to the information may be a very difficult task without information being centralized and tracked.
- 3) Correction, destruction or deletion of information held by JPC would also be problematic for the same reason.

## 3. IMPACT AREAS

- 1) We have identified the following impact areas in the JPC Business, and each area needs to be further interrogated to assess the compliance risk and ascertain the required action in each of these business areas:

### Impacted Business Units

- Office of the CEO
- Property Portfolio
- Property Development
- Property Management
- Facilities Management



- Outdoor Advertising
- Legal Department
- Assets Management
- IT Department
- Finance / Supply Chain Unit
- Client Servicing Unit
- Human Resources Department
- Records Management Unit
- Marketing Department
- Informal Trading Unit

#### **AREAS OF INTERROGATION**

- Acquisition & disposition of personal information (PI);
- Information Officer;
- Compliance audits;
- Consent records / denial records;
- Media and public relations;
- On-site and off-site information storage;
- Electronic document storage and security;
- PAIA Manual;
- Privacy Notices;
- Creditors & Debtors;
- Email and other communications;
- Document retention periods;
- Payroll;
- Induction, training;
- Contract Management;
- Service Agreements;
- Web site content and usage;
- Personal information sharing clauses in agreements and query forms;
- Contracts with service providers will require changes;
- Personal information sharing agreements will be required;
- Policies and notices will be required;

- Personal information inventories will be required;
- Processing of PI from collection through to disposal (collection, changes, disposal)
- Processing of PI of staff (recruitment to departure and beyond as required by labour legislation);
- Physical access to premises;
- Use of CCTV and photographs.
- Client Servicing

#### **4. OBJECTIVE OF PROPOSAL**

The City of Joburg Property Company SOC Limited (JPC) is requesting Proposal for the Appointment of an electronic document/records management system with integration of a complete POPIA module that enables JPC compliance with Protection of Personal Information Act (POPIA) for a period of three (3) years (POPIA). The envisaged system would encompass the following:

##### **1) Electronic Document Management System (EDMS)**

JPC hereby intends to appoint a suitable service provider that has expertise, resources and appropriate technology to implement an integrated Electronic Documents & Records Management System and basic workflow processes that will be used to enable the JPC to gain control over the current manual document and records management processes.

The successful bidder shall deliver and install a fully-integrated (ready-to-use) EDRMS including licenses at the JPC premises. The required system must be a comprehensive solution for the electronic archiving and filing of documents. In addition to the core functions of an electronic archive like document storage, filing, search and retrieval, the system shall allow workflow management, batch scanning with barcode, tight integration with MS Office and the administration of paper archives.

The bidder will deliver and install the complete system from the entry into force of the contract, so that it is ready to use including documentation, user manuals, initial training.

Below are the function requirements for the proposal (to be read with the section below on POPIA compliance):

- Implementation of EDRMS
  - Installation and configuration of EDRMS
  - Migration of data from current system (HP records manager) to the proposed system
  - Software and hardware requirements
- Documents Management
  - Document indexing, tracking, and searching capabilities
  - Allows users to perform various functions such as locating, accessing, and retrieving

of metadata, contents of records, or a combination of both.

- Search capabilities such as metadata-based search, wildcard search, suggestive search, and others.
- Records which are retrieved from a search operation the EDRMS should allow for rendering can be of display/printing and can be also downloadable, based on defined permissions.
- Track physical movement of documents between different departments. It also provides the ability to track physical records stored in the warehouse.
- User-friendly interface to add and index documents, search for records and retrieve physical copies.
- Fast and easy access to information for better decision-making.
- Allow end-to-end management of records from creation to disposition.
- Correspondence Management
  - Allows users to capture, digitise and register all incoming, outgoing, and internal correspondences along with their attachments.
  - Allow for automatic routing of correspondences
  - Users should be able to view communication/delivery history for any correspondence along with their audit trail
- Capturing and declaring records
  - The EDRMS should be able easily with business applications like Microsoft Outlook, facilitating one-touch capture of records via e-mail, and other applications such as Microsoft Office (Word/Excel).
  - Supports bulk upload of records through various mechanisms, such as CSV or Excel based upload.
  - Allows for reusability of metadata for records and links the metadata with the specific record, ensuring easy search and retrieval
- Classification Scheme and File Organization
  - Users should have ability to ensure effective records management by creating and managing various classification schemes, for electronic and physical records.
  - The system should allow users to define the naming convention of records at the time of configuration, which can be a combination of Classes, Subclasses, File and File Parts/Volume
  - Management all kinds of content, from Physical, Electronic, Email, to Social Records to enable cost-effective, long-term storage of content and improves the record management policy for long term archival.

- Security and Access Control
  - Allow users to apply various security classifications at the classification or record level to manage the accessibility of confidential records.
  - The system should maintain a complete audit trail, which captures details of operations performed by users and tracks movement of records through user/data time stamp.
  - EDRMS should be able to define various security levels to determine which features, metadata fields, and records, a user can access.
  - The EDRMS should prevent accidental deletion of documents, minimise risk and enhance accountability.
  - Record management officers must be able to manage operations and requests made by end users
  - Ensure the security, authenticity, confidentiality, and integrity of records with comprehensive security capabilities
  - The system should have a higher level of security against unauthorised access to records and risk of tampering, corruption, leaks, and disappearance/loss.
  - Login, password and user settings are limited to administrator role
  - Different confidentiality settings for groups and individuals (Human Resource Management, Finance, Facility Management, Legal Services, Property Management, Property Development and Board Members) to be managed by the administrator.
  - Authentication of users against JPC system requirements (Microsoft Active Directory)
- Administrative Functions
  - Have administrative functions to allow administrators to assign different rights and permissions to individual users, groups, or roles.
  - Administrators can create, define, and delete metadata elements and can restrict viewing or modifying of metadata elements by group, functional role, or user.
- Hybrid Records Management
  - The EDRMS should support definite classification schemes for physical documents and allow them to be managed in the same way as electronic records.
  - The system should have the ability to enable access controls on physical records, including controls based on the security category.
  - Supports printing and recognition of barcodes to help track the movement of physical records.
- Retention and Disposition
  - Record Managers should be able to define various policies such as Retention,

- Storage, and others, which can be applied at the classification or record level, to ensure compliance.
- Record Managers should be able to decide whether to dispose of records once their retention period is over.
  - Integration with OCR scanners
    - The bidder must be able to supply scanner scanners which will achieve the requirements below:
      - Integration between scanner and EDRMS, so that scanned documents are automatically received in the EDRMS through the use of (OCR) Automatic Optical Character Recognition technology.
      - Batch scanning with barcode separator sheets and direct automatic linking of scan to a case
      - High speed scanning and linking to case also for double-sided originals with a blank page detection/remover
      - Automatic Optical Character Recognition (OCR) and full-text indexing of scans
      - Image Capture Software is able to process fast high volume scans and capable of handling large scans with up to 100 MB. Minimum requirement is to process fast 100 double sided pages of text and tables/graphs in the batch scanning mode with the blank page remover
      - Scanners should be able to scan 250 pages per minute
  - Storage Requirements
    - All file formats currently used by the JPC are storable in the database (MS Office formats, Adobe suite formats, image, tiff)
    - Ability to store single documents with up to 500 MB size
    - Full text indexing to be carried out in the document types (MS Office formats, Adobe suite formats, tiff and image format)
    - Administration of physical paper archives. The creation of case must include metadata on title,
      - subject, location, confidentiality, retention and volume and produce a visible unique identifier for the document.
    - Interfaces to common backup software
  - Search Requirements
    - Free text search using a search engine that indexes the content in the document database enabling efficient retrieval
    - Simple search function with web browser interface following the XHTML 1.0

transitional specification

- Advanced search in metadata fields
- Full text search in various common formats currently used by the JPC (MS Office formats, Adobe suite formats, tiff and image format)
- Metadata
  - Registration interface for metadata for all types of documents (electronic and paper documents), which all staff can use without specific training
  - Linking of different cases to each other, especially in the case of a reply to an incoming mail
  - Authority to make changes in the filing structure and transfer of records to new or modified files can be limited to the administrator [role]
  - Life cycle management of documents (automatic tracking of retention, transferral and destruction periods)
  - Audit trail of complete life cycle
  - Customization and modification (add or delete fields, change labelling, confidentiality settings) in the metadata fields of the case are limited to the JPC database administrator role
  - Safety mechanism prohibiting changes to the retention schedule by mistake or unauthorized users
- System Integration
  - Compatibility with the JPC system requirements hardware, namely:
    - Metadata storage: MS SQL server 2016
    - Server OS environment: MS Windows 2016
    - Client OS environment: MS Windows 10 and Window 11
    - Integration with JPC system requirements (MS Office, especially MS Word and MS Outlook)
- Workflow Management
  - Creation of different action codes (attributions) for different tasks with different automatic deadlines
  - A workflow example would be a lease agreement that is first attributed by the Document Management Officer to a Person A and then attributed from Person A by Person A to Person B with the assignment to draft a reply within a given deadline
  - Possibility to attribute one document to several persons with different action codes
  - Clear overview in one window of the case of the attributions, deadlines and closing dates of one document

- Automatic e-mail notification of persons attributed indicating key metadata of the record and hyperlinked to case
- Clear overview in one window of all attributions to a person or to a department (reminders diary)
- Search for persons/departments and their attributed, closed, open and overdue attributions
- Version control for documents
- High Level EDRMS Capability
  - The EDRMS should have ability to achieve the following:
    - Effective document management, data storage
    - Smart records management for easy storage, archival and retrieval
    - Version creation and control
    - Effective collaboration through decoding interactions
    - Smart image processing, decoding captured information through integrated OCR, ICR and MICR extractions and systematic stacking of information
    - Audit logs for participative working on documents
    - Integrates with SAP
    - Powerful document scanning
    - Distributed information capture
    - Automatic image enhancement for improved data capture
    - Intelligent data extraction and automated indexing
    - Integration with ECM and BPM platforms
    - Automatic document classification, validation, and segregation
    - Queue and rules-based workflow
    - Visual route designing
    - Sequential and parallel processing
    - Business Activity Monitoring for KPI, SLA adherence, and efficient tracking and monitoring
    - Multi interface distribution through Print/ Fax/email
- Licence and services
  - The Service Provider must provide the following as part of the offer and included in the price:
    - Installation
    - Personal support at the JPC premises within 24 hours (Monday to Friday) on demand

- Helpdesk services open during JPC business hours (Monday to Friday 08.00-17.00)
- Training for JPC staff (technical and administrative, 5 days for 5 administrators at the JPC premises)
- License for 100 users (5 administrators/30 power users/65 users)
- Maintenance (corrective) and upgrades to available new versions for 60 months and renewable each time for 12 months
- Additional services including the purchase of system and application upgrades and software add-ons or extensions, technical consultancy assistance in case of development, modification or upgrade needs as well as additional training on demand
- The prices quoted must be fixed and not subject to revision for implementation during the first year of duration of the Contract and state price changes for other 48 months.
- Maintenance of the terms
  - Maintenance shall mean:
    - Acceptance of the environment provided by JPC.
    - Management and maintenance of the EDRMS on-site and off-site when required.
    - The support remote access must comply with JPC I.T policies
    - Systems with regards to configuration EDRMS.
    - Consult with JPC when a need arises to develop and upgrade the system.
    - All new developments on the systems must be communicated with JPC before the system is to be upgraded.
    - Change management procedures must be followed no system upgrade.

## 2) **POPIA compliance**

POPIA protects personal information by restricting how it can be collected and used, and sets out the following eight principles the Electronic Document Management System will have to comply with when implemented –

- 1) **Accountability:** JPC must ensure that all of POPIA's principles and the measures are complied with.
- 2) **Processing limitation:** Processing of information must be done lawfully and in a manner that does not infringe the privacy of the individual. Personal information can



only be processed if the processing is adequate, relevant and not excessive, given the purpose for which it is to be used.

- 3) Purpose specification: Personal information must only be collected for a specific purpose and the individuals must be aware of this purpose. Records must not be kept for longer than necessary to achieve the purpose for which it was collected.
- 4) Further processing limitation: Further processing of the information must be compatible with the purpose of collection.
- 5) Information quality: JPC must take reasonable steps to ensure that personal information is complete, accurate, not misleading and that it is updated when necessary. All the while, taking into account the purpose for which the information was initially collected.
- 6) Openness: Steps are required to ensure that the data subject is aware of the personal information being collected and the purpose of collection.
- 7) Security safeguards: JPC must secure the personal information under their possession/control. Should a security breach occur, the JPC must notify the subject whose information was compromised.
- 8) Data subject participation: The data subject can request whether we are holding their private information, and what information is being held. They may also request the correction or deletion of information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully.

The Electronic Document Management System must be designed around the above principles to ensure that the outcomes are achieved.

### 3) **Service provider's tasks, performance and/or design specifications**

- The successful bidder shall deliver the implementation and management of a fully-integrated methodology to ensure that JPC complies with all regulatory requirements from both the Protection of Personal Information Act and the Protection of Personal Information. The required system must be a comprehensive solution in regards to the functionality of a centralized system including archiving.
- The bidder will complete a full analysis of all JPC Systems, Document recommendation on the findings, ensure that all business needs are incorporated in the planning phase, follow a comprehensive methodology to execute and install the complete system from the entry into force of the contract, so that it is ready to use including documentation, user manuals, and training.
- It is required that the need to assess each impact area and ascertain compliance and

actions to be implemented in each area be established. This should take the form of a consultative multi-disciplinary and interdepartmental ‘task team’.

- The system has to incorporate and be built on the foundational principles of privacy by design, in line with the privacy by design framework which was recognized as an international standard at the annual conference of the International Assembly of Privacy Commissioners and Data Protection Authorities, of which the Information Regulator is a member.
- It is vital that we centralize information and records for distribution of information through ITC systems, in line with the principles of Privacy by Design. The policy and implementation should strive to achieve:

- 1. Privacy embedded into design**

Privacy by design is embedded into the design and architecture of IT systems as well as business practices. It is not bolted on as an add-on, after the fact. The result is that privacy becomes an essential component of the core functionality being delivered. Privacy is integral to the system without diminishing functionality

- 2. Full functionality – positive-sum, not zero-sum**

Privacy by design seeks to accommodate all legitimate interests and objectives in a positive-sum “win-win” manner, not through a dated, zero-sum approach, where unnecessary trade-offs are made. Privacy by design avoids the pretence of false contradictions, such as privacy versus security, demonstrating that it is possible to have both.

- 3. End-to-end security – full lifecycle protection**

Privacy by Design considers security from start to finish. This means that information is secure and protected when it enters the system, is retained safely, and then properly destroyed.

- 4. Visibility and transparency – keep it open**

By allowing users and other involved parties to see how information moves through your system, the system improves. Accountability, openness and compliance are required for an effective and secure system. Being clear about your system, and the level of security it provides, creates trust and holds your organization accountable.

- 5. Respect for user privacy – keep it user-centric**

You should make user privacy your number one concern. If you are dealing with customer’s private information, the stakes of letting it fall into the wrong hands are

extremely high. More generally, your system should be optimized for your users and all of their needs

## 5. IMPLEMENTATION

- 1) The service provider will be appointed on a turnkey basis for the implementation of the project.
- 2) The project will be implemented in two phases:

### PHASE 1

- Analysis,
- Framework ,
- Methodology
- Complete Hand-Book
- Application and System Architecture Design
- Submission and approval of Documentation

### PHASE 2

Proposed Implementation of the Turnkey Solution for Phase Two should include:

- Software Infrastructure
- Development
- System Integration
- Data Migration
- Testing
- Training and User Acceptance
- Implement the Solution
- Extract reporting and Analytics
- Perform Maintenance Checks
- SLA 3 years

The work done in Phase 1 should be done in a way that all the information etc. can be taken over by JPC to implement independently.

Phase 2 may be activated subject to budget availability to implement same. If the required CAPEX budget gets approved through the budget adjustment, the system implementation phase of the project can be implemented

## EVALUATION CRITERIA (JPC MBD 12)

Bids will be evaluated as follows:

### 1. PREQUALIFICATION CRITERIA

None

### 2. DISQUALIFICATION CRITERIA BEFORE BID WILL BE EVALUATED FOR TECHNICALITY/FUNCTIONALITY

None

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

3.1. Tax Valid Tax Compliant Verification PIN number issued by SARS.

3.2. Proof of registration of the Bidder as follows:

- a) Natural persons- certified copy of ID document/ passport
- b) Partnership- copy of Partnership Agreement plus IDs of all partners
- c) Company- current CM29
- d) Close Corporation- current copy of CK1 and/or CK2C
- e) Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- f) Proof of registration of NPO or NGO (Copy of Provincial Registration Certificate etc.)
- g) JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium partners

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

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

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

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



- 3.7. If the director does not own any property at least lease agreement or certified affidavit need to be provided
- 3.8. Signature of the following documents:
  - Declaration of interest in MBD 4
  - Bidders Information in JPC MBD 7.1
  - Declaration of the Bidder’s Past Supply Chain Practices in MBD 8; and
  - Certificate of Independent Bid Determination in MBD 9.
- 3.9. Central Supplier Data Base registration.
- 3.10. In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement

#### 4. EVALUATION CRITERIA

##### 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.

Evaluation Criteria	Weight	Documents/Resources
<p><b>Detailed POPI Act Implementation References</b></p> <p>This is based on contractor history and managing projects of a similar nature to this bid. The reference must be written confirmation from clients that the project was completed satisfactorily.</p> <p>The “Rating” of this item is based on a four-point scale:</p> <ul style="list-style-type: none"> <li>• None = 0 points</li> <li>• One (1) submission = 5points</li> <li>• Two (2) submissions = 10 points</li> <li>• Three (3) submissions = 15 points</li> </ul>	15	<ul style="list-style-type: none"> <li>• Signed reference letter/ letters on the client company letter head, the reference must be contactable and the successful completion of the project must be clearly stipulated on the reference letter.</li> </ul>
<p><b>The ability to apply all legislative requirements as an accredited implementer as set out in the Protection of Personal Information Act.</b></p> <p><u>Aligned with JPC’s completion date 6 Months from date of appointment with the following specifications for Phase 1 implementation</u></p> <ul style="list-style-type: none"> <li>• A detailed Gantt chart format, at least</li> </ul>	15	<ul style="list-style-type: none"> <li>• Detailed Gantt chart with resources and a cost forecast.</li> </ul>



<p>activity level 1 = 0</p> <ul style="list-style-type: none"> <li>• A detailed Gantt chart format presentation , at least activity level 2, = 5 points)</li> <li>• With resources loaded Level 3= 10 points</li> <li>• With cost forecast (Detailed pricing) Level 4 = 15 points</li> </ul>		
<p><b>IMPLEMENTATION OF EDRMS with POPIA COVERING ALL AREAS OF INTERROGATION</b></p> <p><b>All (34) thirty four areas as set out below are required to be covered/addressed in your project plan/proposal in order to successfully achieve all 34 Points:</b></p> <ol style="list-style-type: none"> <li>1. Implementation of EDRMS</li> <li>2. Document Management</li> <li>3. Correspondence Management</li> <li>4. Capturing and declaring records</li> <li>5. Classification scheme and file organization</li> <li>6. Security and access Control</li> <li>7. Administrative functions</li> <li>8. Hybrid Record Management</li> <li>9. Retention and Disposition</li> <li>10. Integration with OCR Scanners</li> <li>11. Storage Requirements</li> <li>12. Search</li> <li>13. Meta Delta</li> <li>14. System integrated</li> <li>15. Workflow management</li> <li>16. High level EDRMS capability</li> <li>17. Licensing and Services</li> <li>18. Maintenance and terms</li> <li>19. Privacy imbedded and design</li> <li>20. Full functionality positive sum- not zero sum</li> <li>21. End to end security full life cycle protection</li> <li>22. Visibility and transparency</li> <li>23. Respective for users privacy</li> <li>24. Appoint an Information Officer</li> <li>25. Perform gap analysis vs POPI Ad</li> <li>26. Analyze what and how the information is processed</li> <li>27. Implement POPIA compliances</li> <li>28. Review the websites to be POPIA compliant</li> <li>29. Contact and update POPIA manual</li> </ol>	<p>34</p>	<ul style="list-style-type: none"> <li>• Proposal Document which outlines and describes how he bidder intents implementing each of the 34 areas of interrogation.</li> <li>• One point will be allocated per area of interrogation</li> </ul>



<p>30. Implement POPI management compliant processes          31. Train stakeholders about their roles          32. Make POPIA compliance with integrated EDRMS          33. Obtain customer/ employee consent          34. Obtain compliant POPIA undertaking</p>		
<p><b>EFFECTIVE COMPLIANCE WITH THE 8 PRINCIPLES THROUGH IMPLEMENTATION OF EDRMS</b></p> <ol style="list-style-type: none"> <li>1. Accountability</li> <li>2. Processing Limitations</li> <li>3. Purpose Specification</li> <li>4. Further Processing Limitation</li> <li>5. Information Quality</li> <li>6. Openness</li> <li>7. Security Safeguards</li> <li>8. Data Subject Participation</li> </ol> <p>The "Rating" of this item is based on a two-point (2) scale for each of the eight steps.</p>	16	<ul style="list-style-type: none"> <li>• Proposal Document which outlines and describes how he bidder intends implementing/addressing each of the 8 principles through implementation of the EDRMS.</li> </ul>
<p><b>EXPERIENCE OF KEY PERSONNEL</b></p> <p>The Bidder should demonstrate the capabilities of his/her project team who will be permanently assigned to carry out the work required in this tender.</p> <p><b>Project manager:</b></p> <ul style="list-style-type: none"> <li>• 10 or more years' experience coupled with relevant qualification (5)</li> <li>• 5 - 9 years' experience coupled with relevant qualification (2)</li> <li>• Incorrect/insufficient experience and qualification (0)</li> </ul> <p><b>Applications Developer (must use languages that are compatible with JPC systems)</b></p> <ul style="list-style-type: none"> <li>• 7 or more years' experience coupled with relevant qualification (5)</li> <li>• 4 - 6 years' experience coupled with relevant qualification (2)</li> <li>• Incorrect/insufficient experience and qualification (0)</li> </ul> <p><b>Business Analyst</b></p>	20	<p>The CVs submitted should detail the following as a minimum:          (1) Years' experience relevant to role as per MBD 13, and          (2) educational qualifications</p>



<ul style="list-style-type: none"> <li>• 4 or more years' experience coupled with relevant qualification (5)</li> <li>• 2 - 3 years' experience coupled with relevant qualification (2)</li> <li>• Incorrect/insufficient experience and qualification (0)</li> </ul> <p><b>Quality and Assurance Manager</b></p> <ul style="list-style-type: none"> <li>• 4 or more years' experience coupled with relevant qualification (5)</li> <li>• 2 - 3 years' experience coupled with relevant qualification (2)</li> <li>• Incorrect/insufficient experience and qualification (0)</li> </ul>		
Total	100	

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

**STAGE 2: PRICE & B-BBEE STATUS LEVEL CONTRIBUTION**

- The bidder obtaining the highest number of points will be awarded the contract.
- Preference points shall be calculated after price have been brought to a comparative basis.
- Points scored will be rounded off to 2 decimal places.
- In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.
- A maximum of 80 points is allocated for price on the following basis:

80/20

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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid





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

EVALUATION CRITERIA	POINTS
Price	80
B-BBEE Status Level of Contributor	20
Total Points for Price and B-BBEE must not exceed	100

Points for Broad Based Black Economic Empowerment will be awarded as follows:

Price	80
B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0
<b>Total</b>	<b>100</b>



**STATEMENT OF BIDDERS EXPERIENCE**

**(JPC MBD 13)**

NAME OF BIDDER: .....

BID NO.: .....

The value of relevant project management/ program management work previously completed by the bidder is as follows:

	RELEVANT PROJECT/ PROGRAM NAME	VALUE OF WORK COMPLETED	PROJECT/PROGRAM OWNER	CONTACT DETAILS OF REFERENCE
1				
2				
3				
4				
5				
	TOTAL			

**CAPABILITY AND EXPERIENCE OF KEY PERSONNEL**

The following Key Personnel will be allocated to the work:

NAME	ROLE	CV ATTACHED
	<b>Project Manager</b>	
	<b>Applications Developer</b>	
	<b>Business Analyst</b>	
	<b>Quality Assurance Manager</b>	

NB: CVs of nominated personnel must be attached substantiating, capability, qualification, experience and suitability.



## STANDARD CONDITIONS OF SUBMISSION

(JPC MBD 14)

The following conditions apply to all bids submitted:

- All bids must be submitted in compliance with and cover the full Scope of Work as set out in JPC MBD 10.

## **SUBMISSION OF PROPOSALS**

- Bidder(s) are invited to submit their Proposals by completing the returnable Municipal Bidding Documents (MBDs) and JPCs' MBDs contained in this document.
- In this regard:
  - No other form of proposal will be accepted. The MBDs must not be construed as an offer.
  - The Bidder(s) must submit one (1) original completed Bid document and copy of the full submission on a memory stick.
  - 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 on the date of closing specified on the front cover, and be deposited in the tender box which will be made available at:

**FORUM I, BLOCK A, THIRD FLOOR (RECEPTION LEVEL)  
BRAAMPARK OFFICE PARK,  
33 HOOFD STREET,  
BRAAMFONTEIN**

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



## **OPENING OF PROPOSALS**

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

## **RESOLUTIONS OF DISPUTES**

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

Forum I, 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.



RFP NUMBER 03/2023FY/JPC REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS

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## **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 16)**

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

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

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

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

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

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

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

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

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

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

- directly from the individual
- through the documents submitted with the tender/quotation;

- from service providers who provided services or goods to JPC;
- from JPC's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

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

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

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

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

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

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

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

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

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JPC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JPC agrees to same in writing. JPC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.



- In order to withdraw consent, please contact the JPC Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JPC so that our records may be updated. JPC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JPC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to JPC,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person’s information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - the disclosure is prohibited by law.

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

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

Signature:	Date:
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## REGISTRATION DOCUMENTS (JPC MBD 17)

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

- *Natural persons, Sole proprietors and JVs of these – copy of ID document/passport*
- *Schools – copy of Provincial School registration certificate*
- *NPC – copy of Provincial registration certificate*
- *Society Club/ Association – copy of Constitution / founding 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 NUMBER 03/2023FY/JPC REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS

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## **POWER OF ATTORNEY OR COMPANY RESOLUTION (JPC MBD 18)**



RFP NUMBER 03/2023FY/JPC REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS

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



RFP NUMBER 03/2023FY/JPC REQUEST FOR THE APPOINTMENT OF A SUITABLE BIDDER FOR DEVELOPMENT AND IMPLEMENTATION OF A JPC ELECTRONIC DOCUMENT/RECORDS MANAGEMENT SYSTEM WITH INTEGRATION OF A COMPLETE POPIA MODULE THAT ENABLES JPC COMPLIANCE WITH POPIA FOR A PERIOD OF THREE (3) YEARS

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## **JOINT VENTURE / CONSORTIUM AGREEMENT (JPC MBD 20)**