BID NO: COJ/PUBS01/26-27

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

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MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG					
BID NUMBER:	COJ/PUBS01/26-27	CLOSING DATE:	23 NOVEMBER 2026	CLOSING TIME:	10:30AM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

SAPPI BUILDING
48 AMESHOFF STREET.
BRAAMFONTEIN,
JOHANNESBURG 2001.

NON-COMPULSORY BRIEFING SESSION:

DATE: 06 NOVEMBER 2026
TIME: 10:00 AM
VENUE: JMPD ACADEMY NO 1, STEVENS ROAD STAFFORD BOOYSENS,

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
EMAIL ADDRESS				
VAT REGISTRATION NUMBER				

BID NO: COJ/PUBS01/26-27

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TAX COMPLIANCE STATUS	TCS PIN:		CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED				
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER			**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT:	**PUBLIC SAFETY**		**CONTACT PERSON:**	**NOMPUMELELO MASHILWANE**
EMAIL ADDRESS:	**NOMPUMELELOMT@JOBURG.ORG.ZA**			

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

BUSINESS STRUCTURE	
Individual	
Joint Venture	
Company	
Consortium	
Sub – Contractor	
Other	
If individual	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business Address [not postal address]	
Telephone	
E-mail address	
COMPANY	
Name of Bidder	
Contact Person	
Registration number	

Initial

Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If Joint Venture	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If consortium	
Name of Bidder	
Contact Person	
Registration number	

Initial

Vat number	
Business address [not postal address]	
Telephone	
E–mail address	
If Subcontracting	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If other	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	

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Business address [not postal address]	
Telephone	
E-mail address	

MUNICIPAL DETAILS	
SUPPLIER NUMBER [if applicable]	

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

JOINT VENTURE CERTIFICATE

We, the undersigned member firms in the Joint Venture _____ [Name of the Joint Venture], hereby authorize Mr./Ms._____ to sign this bid document as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the Joint Venture.

NAME OF THE MEMBER FIRM(S)	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

NOTE: A copy of the Joint Venture Agreement, Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation of responsibilities and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

CONSORTIUM CERTIFICATE

We, the undersigned consortium partners, hereby authorize _____ [Name of entity] to act as lead consortium partner and further authorize Mr./Ms._____ to sign this offer as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

CONSORTIUM PARTNER	FULL NAME OF CONSORTIUM MEMBER	PARTICIPATION %	SIGNATURE

NOTE: A copy of the Consortium Agreement, Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

SUBCONTRACTING CERTIFICATE

I/We, the undersigned bidder undertake to subcontract _____% of the total bidding value to the below subcontractor/s.

NAME OF SUBCONTRACTOR	***CONTACT MEMBER OF THE SUBCONTRACTOR***	***% TO BE SUBCONTRACTED***	***SIGNATURE***

NOTE: A copy of the Subcontract Agreement indicating the allocation of responsibilities of each subcontractor must be attached. Subcontracting of the work to the bidder's own subsidiaries must be declared.

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

PARTNERSHIP CERTIFICATE

We, the undersigned partners in the business trading as _____ hereby authorize Mr./Ms. _____ to sign this offer as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the abovementioned partnership.

NAME OF PARTNER	***IDENTITY NO.***	***OWNERSHIP %***	***SIGNATURE***

NOTE: A copy of the Partnership Agreement indicating the allocation of responsibilities of each partner to the Partnership and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

Initial

MBD 1 – PART B

1. IMPORTANT NOTICE

A bidder is required to take notice of the following in the preparation and submission of this bid. ***THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.***

1.1. The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.

1.2. The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "**N/A**".

1.3. Bid documents must be sealed when submitted. The submission must be delivered at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than in the manner described in this paragraph.

1.4. Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be certified and commissioned as the true copy of the original in terms of the relevant laws.

1.5. Documents requested [including those under "returnable documents" under specifications / terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.

1.6. Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.

1.7. The briefing session **must** be attended if compulsory. If not, the municipality highly recommends that the briefing session be attended.

Initial

1.8. **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex is allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.**

1.9. The bid may be rejected in the event that the bidder:

1.9.1. fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/its bid may be rejected due to non-compliance or being invalid;

1.9.2. is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated; or

1.9.3. any of its director/s or those of the subcontractor/s or partner/s:

1.9.3.1. owe municipal charges and is in arrears for more than 3 (three) months;

1.9.3.2. had during the last 5 (five) years failed to perform satisfactorily on previous contract with the municipality or municipal entity or organ of the state after written notice was given to perform satisfactorily;

1.9.3.3. abused the supply chain management of the municipality or municipal entity or committed an improper conduct;

1.9.3.4. has been listed in the register of tender defaulters; or

1.9.3.5. if any of the bidder's principals are in the service of the state.

1.10. Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and conditions of the bid, shall not prevent the

municipality from taking any steps available in law in addition to the remedies taken because of non-compliance or breach.

1.11. **Failure to take note of the advice and recommendations made under this important notice, shall be at the bidder's own risk**.

1.12. This bid will be subject to public adjudication and notice of the date and time of the sitting shall be published on the Municipality's website.

1.13. Bid documents must be collected at the stipulated address, date and time as advertised, or downloaded from the appropriate websites.

1.14. Bid documents will be opened after the closing time and all bidders and their prices will be published on the municipality's website.

1.15. The bid award shall be published in the municipal websites.

1.16. **BID SUBMISSION**:

1.16.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.16.2. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

1.16.3. The successful bidder will be required to sign a written service level agreement.

1.17. The City of Johannesburg reserves the right to source information from various sources to verify the information provided by the bidder in this bid and to enable the City to assess the bidder's financial stability and viability, and record of business conduct. The information to be sourced may include information relevant for the verification of all the information submitted by the bidder in this bid and any other information that may reasonably be deemed necessary to enable the City's verification and assessment, including the following:

1. Commercial risk ratings;

2. Whether the bidder honours commitments with suppliers and/or customers;
3. Trade references;
4. Company statutory information;
5. Bidder's current address;
6. Tax information;
7. Bidder certification by international or local standard setting bodies and/or verification agencies;
8. Shareholding (shares and/or financial instruments held in and/or by the bidder);
9. Whether the bidder has relevant capacity (resources, infrastructure etc.) to execute the contract;
10. Annual Financial Statements, or information included therein;
11. Property interests of the bidder and principals;
12. Judgements, and default listings of the bidder and principals, as well as debt review of principals;
13. Business rescue, liquidation of bidder and sequestration of principals;
14. Principals, including their shareholdings and/or business interests in the bidder and other entities as well as current interests.

1.18. The City may source the information directly from the sources, or make use of agents to source the information on its behalf.

1.19. **Consent form in terms of section 11 of the Protection of Personal Information Act, 2013 ("POPIA")**

1.19.1. In order for the City to consider the bidders response, it will be necessary for the City to process certain personal information which the bidder may share with the City for the bid submission, including personal information – which may include special personal information ("personal information"). Personal information will be processed by the City for the purposes of assessing the bidder's submission in relation to the bid. The City may also

share the bidder's personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledges that the City's authorized verification agent/s and service provider/s will access the personal information.

1.19.2. By ticking yes, and signing below, the bidder agrees and voluntarily consents to the City processing the bidder's personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the City permission to do so. The bidder agrees that the personal information may be disclosed by the City to third parties. The bidder understands that it is free to withdraw its consent on written notice to the City, however if consent is not given or is withdrawn, the City may be unable to process the bid submission.

Please tick one:

Yes ☐ **No** ☐

Signature	**Date**
Capacity	**Name of Bidder**

☐
Initial

2 CONDITIONS OF BID

2.1. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.

2.2. The bid terms and conditions remain binding to the bidder throughout the contracting period.

2.3. A consideration of this bid is subject to governing legislation, including those relating to B-BBEE, the City's development goals, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended.

2.4. That the tender may not necessarily be awarded to the bidder scoring the highest points.

2.5. The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated.

2.6. Negotiations will only be conducted with selected bidder/s where necessary.

2.7. An award may be made to more than one bidder.

2.8. If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.

2.9. The specifications are the copyright of the municipality.

2.10. The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.

2.11. Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next acceptable bidder.

2.12. All bids will be treated as confidential to the extent that the Municipality is required by law to publish or make information in the bid available to a third party.

2.13. Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution.

2.14. Remedies

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(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, the City of Johannesburg will —

(a) inform the tenderer accordingly; and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subparagraph (2.14) (b), the City of Johannesburg may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

2.15. The tender may be divisible and be awarded to more than one bidder.

2.16. The City reserves the right to award the bid in full, partially or not at all.

3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]

3.1. Bidders must ensure compliance with their tax obligations.

3.2. Bidders are required to submit their unique personal identification number (PIN) issued by the South Africa Revenue Services (SARS) to enable the organ of state to view the taxpayer's profile and tax status.

3.3. Application for the tax compliance certificate (TCC) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

3.4. Foreign suppliers must complete the pre-award questionnaire in 3.7 below.

3.5. Bidders may also submit a printed TCC certificate together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / PIN and CSD number.

3.6. Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3.7. **If the answer is "no" to all of the below, then it is not a requirement to register for a tax compliance status system pin code from SARS and if not register as per 3.3 above.**

Question	Yes	No
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

Initial

4. TAX MATTERS

It is a condition of the bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations as at the date of award. The annexure must be read in conjunction with the important notice.

4.1. The bidder must submit the tax compliance status PIN / CSD in order to enable the verification of the tax status of the bidder.

4.2. The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.3. The tax affairs of the bidder, as at the date of award, must be tax compliant.

4.4. Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia / Joint Ventures / Sub-contractor.

Signature	**Date**
Capacity	**Name of Bidder**

Initial

5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

a) In this document words in the singular also refer to the plural and *vice versa* and words in the masculine also mean in the feminine and neuter.

b) The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.

c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

d) Wherever the following words appear, they will have interchangeable meaning: "purchaser" refers to the "municipality" and "supplier" refers to the "bidder".

Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery *ex stock*” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “*Force majeure*” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. *Application*

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. *General*

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. Invitations to bid are, in addition to the purchaser's website and/or newspapers, are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. *Standards*

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

5. *Use of contract documents and information; inspection*

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. *Patent rights*

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. *Performance security*

7.1. Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. *Inspections, tests and analysis*

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. *Packing*

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into

consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. *Delivery and documents*

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. *Insurance*

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

12. *Transportation*

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

13. *Incidental services*

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplier goods.

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

14. *Spare parts*

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. *Warranty*

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

15.2. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.3. This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may

be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. *Payment*

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. *Prices*

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

18. *Contract amendments*

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. *Assignment*

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

20. *Subcontracts*

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

21. *Delays in the supplier's performance*

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s).

21.3. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.5. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.6. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.7. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. *Penalties*

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

23. *Termination for default*

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 (ten) years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 (five) years and not more than 10 (ten) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. *Anti-dumping and countervailing duties and rights*

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

24.2. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. *Force Majeure*

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if

and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of a *force majeure*.

25.2. If a *force majeure* situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event.

26. *Termination for insolvency*

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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein:

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

27.6. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. <u>Governing language</u>

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

29. <u>Applicable law</u>

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

30. *Notices*

30.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

30.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

31. Taxes and duties

31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

31.3. No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

32. National Industrial Participation (NIP) Programme

32.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

33. Prohibition of Restrictive practices

33.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an

association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

33.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

33.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s)for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 1

1.1	**CONDITIONS OF AWARD** **Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:**
1.1.1	Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.
1.1.2	Municipal Rates and Taxes of the bidder and/or that of its directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality.
1.1.3	Directors and Principal members are in the Service of the State as defined in Regulation 1 of the Municipal Supply Chain Management Regulations.
1.1.4	Name or that of its directors appear on the National Treasury's database of Restricted Suppliers.
1.1.5	Certified copy of the Certificate of Compensation for Occupational Injuries and Diseases Act (COIDA) is not submitted.
1.1.6	Certified copy of proof of registration with the Department of Labour in respect of Unemployment Insurance Fund (UIF) is not submitted.
1.1.7	Proof of comprehensive insurance coverage of R10 million per incident related to the duties and functions of the Security Officers is not submitted. The insurance coverage must be maintained for the duration of the contract.
1.1.8	List of security officers and firearm competency certificates for each listed security officer in terms of Firearm Control Act is not submitted
1.1.9	Certified Copies of Firearm Licenses for all firearms on the firearm register are not submitted.

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SECTION 2

TERMS OF REFERENCE
PLEASE REFER TO APPENDIX "A"
AT THE BACK OF THE DOCUMENT.

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

FORM OF BID

NB. ERROR/S OR ALTERATION/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR OR ALTERATION BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX IS ALLOWED. IN ADDITION, ERROR/S OR ALTERATION/S MADE RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR ALTERATION MADE AND ACKNOWLEDGING THAT IT IS THE DELEGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.

IN THE EVENT THAT THE BIDDER FAILS TO FULLY COMPLETE THIS FORM OF BID OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NON-RESPONSIVE.

ITEM	DESCRIPTION	TOTAL AMOUNT EXCLUDING VAT.	TOTAL AMOUNT INCLUDING VAT.
1.	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS	N/A	N/A

Prices include Value Added Tax

Rate of Value Added Tax Ø_____%

Ø To be inserted by the Proposer

Name of Proposer (in full): _____

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PROPOSAL PRICE ADJUSTMENT

Is this a firm price proposal? _____

The answer to the above question must either be YES/NO

NB: If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer to the above question is **NO**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of bidder (in full) : _____

Company Registration Number : _____

VAT Registration Number : _____

Business address : _____

_____

_____

Postal address : _____

_____

_____

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BID NO: COJ/PUBS01/26-27

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

Telephone number : _____

E-mail address : _____

Name of person authorized to sign this Bid : _____

(BLOCK LETTERS)

Signature of person authorized to sign this Bid _____

Date : _____ 2026.

As witness : _____

NB: THE RESOLUTION AUTHORIZING THE ABOVE-MENTIONED PERSON TO SIGN ALL RELEVANT DOCUMENTS MUST BE ATTACHED.

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SECTION 3

MBD 4

DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

   3.1. Full Name of bidder or his or her representative: ……..

   3.2. Identity Number: …….

   3.3. Position occupied in the Company (director, trustee, shareholder[2]): ……..……

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

(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

(b) [2] a member of the board of directors of any municipal entity;

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

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

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

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3.4. Company Registration Number: ……..

3.5. Tax Reference Number: ……

3.6. VAT Registration Number: ……

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars……..
……...

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

3.9.1 If yes, furnish particulars……

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars……

3.11. 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? **YES / NO**

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

[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.

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3.11.1 If yes, furnish particulars…….…….....

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.……

3.13. Are any spouse, child or parent of the company's directors, trustees, managers, Principle Shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If yes, furnish particulars.……..

3.14. 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? **YES / NO**

3.14.1 If yes, furnish particulars: ……

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

Full Name	Identity Number	State Employee Number

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

Signature **Date**

Capacity **Name of Bidder**

Initial

DECLARATION OF INTEREST

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months?

YES / NO

2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state?

YES / NO

4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract?

YES / NO

5. If yes in any or all of the above, furnish particular in the format below.

	Full Name	***Identity number***	***State employee number***	***Status*** *[currently or past employed]*	***Relationship to bidder***
1.					
2.					
3.					
4.					
5.					
6.					

6. To ensure compliance with question 3.14 on the MBD 4 form, bidders are required to disclose information regarding all companies in which any director(s), trustee(s), manager(s), major shareholder(s), or stakeholder(s) of the bidder hold an interest. This includes interests in any related companies or businesses, regardless of whether those entities are participating in this bidding process or not.

ITEM	COMPANY NAME	COMPANY REGISTRATION NUMBER
1.		
2.		

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3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

* **Bidders are advised that, in instances where the space provided is insufficient to list all relevant companies, a separate list detailing all companies must be attached to the submission.**

Signature **Date**

Capacity **Name of Bidder**

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MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

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4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

Signature	**Date**
Capacity	**Name of Bidder**

Initial

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[3] 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).[4]Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;
   b. 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
   c. 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.

[3] Includes price quotations, advertised competitive bids, limited bids and BIDs.
[4] 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.

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:

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)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[5] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) Bidding with the intention not to win the bid.

[5] 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.

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**
Capacity	**Name of Bidder**

Initial

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNESBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid may be rejected if:

- Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

- In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.

- The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

……..……

ii. Registration Number

……..……

iii. Municipality where business is situated

……..……

iv. Municipal account number for rates

……..……

Initial

v. Municipal account number for water and electricity

……

vi. Names of all directors, their ID numbers and municipal account number.

a. ……

b. ……

c. ……

d. ……

e. ……

C Documents to be attached.

i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 (three) months)

ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 (three) months)

iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

……

……

……

Signature **Date**

Initial

SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS

1. Municipal Accounts / Rates / Taxes:

1.2. A Bidder is required to provide municipal accounts for the firm and for each director / shareholder / partner to prove that the bidder or any of its directors / shareholders / partners is not in arrears with their municipal account for more than 3 (three) months, or that the necessary arrangements have been made with the Municipality.

1.3. If the bidder or any of its directors / shareholders / partners is unable to provide municipal accounts for the firm and/or for each director / shareholder / partner as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths, which outlines the facts which make it not to be able to accede to the request for municipal accounts.

1.1. Further to the affidavit, the bidder is to provide a confirmation letter from the relevant municipality confirming the following: -

1.1.1. The name(s) of the owner(s) of the account(s)

1.1.2. The relevant account(s) number(s); and

1.1.3. That the municipal accounts above, are not in arrears for more than 3 (three) months; or

Initial

1.1.4. that an acceptable arrangement has been concluded and exists.

1.1.4.1. Lease Agreement:

1.1. If the bidder does not own the property from where it carries on business, or if any or any of director / shareholder / partner does not own a property in the Republic, the bidder is required to provide a copy of the Lease Agreement for the premises where it carries on business or where the director / shareholder / partner resides.

1.2. If the bidder is unable to provide a copy of the Lease Agreement as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths which outlines the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business or in which its director / shareholder / partner resides.

MBD 10

DECLARATION IN TERMS OF REGULATION 21 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS

In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 (three) months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

_____	_____
Signature	**Date**
_____	_____
Capacity	**Name of Bidder**

Initial

SECTION 4

Technical data, omissions, variations

1. Bank Details

Name of Bankers: _____

Address of Bankers: _____

Branch of Bank: _____

Bank Account Number: _____

2. **Details of Similar Work Recently Carried Out**

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

Initial

3. **Qualifications by Bidder**

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

PAGE	CLAUSE OR ITEM

4 **Work to be done by others**

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

Initial

5 **Sub-Contractors**

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

6 **Plant, Transport and Staff Available**

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

Initial

7 **Omissions and Variations from the Council's Specification**

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

_____

_____

_____

_____

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

_____

_____

_____

8. **Indemnity Clause**

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

Signature	**Date**
Capacity	**Name of Bidder**

Initial

APPENDIX A

a world class african city

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR COUNTER LAND INVASION SERVICES FOR THE CITY OF JOHANNSBURG AS-AND-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

1. OBJECTIVE

The objective of the bid is to appoint a panel of service providers for counter land invasion services for the City of Johannesburg as and when required for a period of 36 months.

2. BACKGROUND

Johannesburg is recognised as a key node within the Gauteng City Region, and acts as an entry-point and economic hub for the whole of Southern Africa. Over the past three decades, Johannesburg has experienced a rapid influx of people seeking economic opportunities and shelter.

Land and property invasions are illegal and unconstitutional, however it cannot be ignored that these invasions are symptomatic of an acute need for adequate housing. These invasions have evolved from not just a simple need for shelter for the most vulnerable, but into organized crime of illegal sales and sub-letting by shack farmers promoting queue jumping[1].

Government (national, provincial and local) and privately-owned land are vulnerable to invasions. Section 25 of the Constitution of the Republic of South Africa, 1996 only protects a landowner from the arbitrary depravation of property and does not guarantee the absolute right to property. As the result of challenges of land owners, it is the responsibility of the City to prevent illegal land occupation.

Given the vast land invasions that have occurred in the past the City of Johannesburg Metropolitan Municipality (COJ) has decided to adopt a three-pronged approach:

1) Prevent land invasions
2) Contain Land invasions, and
3) Reverse land invasions

In so doing the establishment of a Panel of service providers to assist the City in carrying-out this mandate is deemed necessary.

3.CONTRACT DURATION

The panel will be valid for a period not exceeding 36 months from the date of commencement, on an as and when required basis.

[1] Shack farmers are building structures in disaster prone areas, forcing the City to prioritize the invaders over the housing waiting lists.

4. SCOPE OF WORK

The scope of work is for the establishment of a panel of suitably qualified service providers for counter land invasion as and when required.

The scope is broken down into three types of works as follows but not limited to:

a) Prevention of land invasion:

Stop land invasion underway, with a maximum response time of 2 hours.

Scope will entail the following:

- Taking before, during and after pictures of all enforcement on the land being monitored.
- Removing / demolishing of illegal structures (under construction / completed but unoccupied);
- Loading, transportation and offloading of Rubble to the nearest landfill site. The first 10km haul distance shall be at no charge to the City, following which every km above 10 km will be paid at specified cost per km.
- Loading, transportation and offloading of re-usable material to the nearest designated CoJ storage facility. The first 10km haul distance shall be at no charge to the City, following which every km above 10 km will be paid at specified cost per km
- Securing the area post removal to prevent further invasion.
- To effect arrest in compliance with the Criminal Procedures Act and relevant legislation where they observe any illegal activity on Council owned property, immediately thereafter inform JMPD of such arrest/s.

b) **Remove illegal occupants from property where an eviction order has been obtained through the courts**.

Scope will entail the following:

- Assist with the removal of illegal occupants from the property as per the court order;
- Demolition of illegal structures;
- Rubble removal up to 10km haul distance + overhaul to nearest landfill site for distances exceeding the haul distance of 10km;
- Transportation of re-usable material to designated CoJ storage facility; and
- Securing the area post eviction to prevent further invasion.

c) Other works

The other works will fall into other 2- types of works above.

The scope will entail the following:

- Earthworks (Clearing, cut to fill, etc.);
- Fencing of patrol area as and when required (1.8m high diamond mesh fencing);
- Erecting signage as and when necessary;
- Removal and transportation of Prefabricated structures / shipping containers (6m, 9m, 12m) to designated JMPD pound;
- Removal and transportation of illegal signage trailers to designated JMPD pound.

5 RESOURCE REQUIREMENTS

Requirement is for the following:

Personnel (with necessary equipment and must be of sound mind[2]):

a) Shift supervisor (Grade B officer);
b) Security officers must have Grade C with basic crowd management skills.
c) Traceable labourers with proof of address and identification as and when required.

Plant and equipment:

a) Minimum 8 ton trucks;
b) 6 to 10 cubic metres(m3) Tipper Truck;
c) Digger loader (TLB) / Front-end loader;
d) Digital cameras with date, time and location stamp.
e) Minimum 5kVa Portable Generator and heavy duty grinder
f) 10 pound hammers, bolt cutters, side cutters, crow bars and any other equipment suitable for land invasion operations.

6 RATES/FEES

Appointment is for a period of 36 months based on pre-determined rates as follows:

Item	Description	Unit	Rate (VAT Exclusive)
1	**LAND INVASIONS**		
1.1	Demolition of shack structure (Wood, Corrugated Iron (Zinc), Steel, PVC, Canvas, Plastic etc., including rubble removal(costs include loading and offloading. i.e labour and equipment)	No	R1,151.00
1.2	Demolition of brick and mortar structure less than 50m2 including rubble removal (in dealing with invasions and evictions)	No	R2,860.00
1.3	Demolition of brick and mortar structure between 51 and not exceeding 100m2 including rubble removal (in dealing with invasions and evictions)		R4,510.00
1.4	Patrol vehicle for 12hrs shift to be manned by two grade C officers(in dealing with invasions and evictions -costs for vehicle only.)	12 hour shift	R1,155.00
1.5	Transportation rate per load, using 8-ton (minimum) truck for rubble/re-usable material	per Load	R1,750.00

[2] Protective clothing and equipment as well as rubber bullets to comply with the SAPS Illegal Gatherings Act. Basic understanding of crowd management skills. Personnel must be of sound mind. The service provider to ensure regular drug and alcohol testing of personnel.

1.6	Transportation rate per load, using 8-ton (minimum) truck for brick-and-mortar waste material	per Load	R2,000.00
1.7	Landfill disposal fees will be reimbursed at the rate invoiced by the City of Johannesburg Landfill site (Pikitup).	per Load	As per Pikitup Rates
2	**REQUIRED PERSONNEL**		
2.1	1 Grade B shift Supervisor	Day shift	As per PSIRA rate
2.2	1 Grade B shift Supervisor	Night shift	As per PSIRA rate
2.3	2 Grade C security officers per vehicle	Day shift	As per PSIRA rate
2.4	2 Grade C security officers per vehicle	Night shift	As per PSIRA rate
3	**FENCING**		
3.1	70 x 70mm Galvanized diamond wire mesh fence 1800mm high with seven horizontal strand wire of 2.9mm diameter fixed to posts, y-standards, droppers, etc. with posts at 2475mm centers with 500mm bottom ends cast into and including 15Mpa concrete footing in ground including excavation, ramming, removal of spoil and leaving clean and neat	M	R495.00
4	**SIGNAGE (Service provider to source three quotations. Quotations not to exceed R7700.00)**		
4.1	"No land invasion signage" with contact numbers etc.: for the design and installation of art work and/or signage by an approved sub-contractor.	P. Sum	R7,700.00
5	**REMOVAL AND TRANSPORTATION**		
	Prefabricated structures / shipping containers to designated JMPD pound		
5.1	3m - 6m shipping container/prefabricated structures. This includes the loading, transportation and off-loading of shipping containers or prefabricated structures.	No	R5,500
5.2	9m - 12m shipping container/prefabricated structures. This includes the loading,	No	R10,500.00

	transportation and off-loading of shipping containers or prefabricated structures.		
5.3	Signage trailers to designated JMPD pound.	No	R825.00

The rates will be fixed for 12 months from the closing date of the Bid/Tender. An annual price adjustment will be considered on the anniversary of the Bid Closing, considering the consumer price index (CPI), fuel prices, etc. Statutory price adjustment will take effect from the promulgated date/s.

I…… duly authorised hereby **accept/do not accept (cancel the incorrect option)** the rates/fees and conditions in this section. I understand that failure to properly accept the rates/fees and conditions and sign below will result in disqualification of the bid.

Signature…… Date……

7. MANDATORY REQUIREMENTS

All bidder(s) must comply with the following mandatory requirements:

- Certified copies of registration certification with the Private Security Industry Regulatory Authority (PSIRA) in respect of the company and directors/members.
- Valid PSIRA letter of good standing not older than 3 months.
- Firearm License and Firearm Competency Certificates
- Certificate of registration on the Central Firearm Register
- Firearm Competency Certificate of the armourer.
- Bidders must have an ICASSA License for Radios. Where Bidders are renting a frequency from a third party an agreement between the Bidder and the third party must be submitted with the Bidding documents. Where bidders are using (Make provision for push to talk devices)
- Firearm register for the Bidder in terms of Firearm Control Act indicating all firearms serial numbers and firearms license numbers.

8. DISQUALIFICATION CRITERIA

PLEASE NOTE THAT THE FOLLOWING WIL LEAD TO DISQUALIFICATION:

1. Failure to submit Certified copies of registration certification with the Private Security Industry Regulatory Authority (PSIRA) in respect of the company.
2. Failure to submit Certified copies of registration certification with the Private Security Industry Regulatory Authority (PSIRA) in respect of directors/members.
3. Failure to submit Valid PSIRA letter of good standing not older than 3 months.
4. Failure to submit Certificate of registration on the Central Firearm Register.
5. Failure to submit Firearm competency Certificate of the armourer.
6. Failure to accept the rates and sign as required in Sec 6 of this specification document(Rates/Fees)
7. Failure to complete and sign the form of bid.
8. Failure to submit an ICASSA License for Radios and Alarm Systems. Where Bidders are renting a frequency from a third party an agreement between the Bidder and the third party must be submitted with the Bidding documents.

9. Failure to submit Firearm register for the Bidder in terms of Firearm Control Act indicating all firearms serial numbers and firearms license numbers.

9.RETURNABLE DOCUMENTS

1. Tax compliance One-Time-Pin (OTP)
2. issued by SARS;
3. Certified copies of registration certification with the Private Security Industry Regulatory Authority (PSIRA) in respect of the company and directors/members.
4. Copy of the Private Security Industry Regulatory Authority (PSIRA) listing of security employees.
5. Valid PSIRA letter of good standing not older than 3 months.
6. Certified copy of proof of registration with the Department of Labour in respect of Unemployment Insurance Fund (UIF).
7. Valid Firearm License for the Bidder in terms of Firearm Control Act.
8. Certified copy of a Certificate of registration on the Central Firearm Register.
9. A list of security officers and firearm competency certificates for each listed security officer in terms of Firearm Control Act
10. Certified copy of the firearm Competency Certificate of the Armourer.
11. Proof of Central Supplier Database (CSD) registration or MAAA number;
12. Occupational Health and Safety with a copy of Compensation of Injuries and Diseases Act (COIDA) certificate.
13. Occupational Health and Safety with a copy of Compensation of Injuries and Diseases Act (COIDA) letter of Good Standing / Letter for Tender Purposes, designated category limited to Security and Building / Civil Construction. Letter for tender.
14. Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture forms.
15. Fully completed and signed acceptance of the rates as required in Section 6 (Rates/Fees) of this specification document;
16. Fully completed and signed Form of Bid;
17. Fully completing and signing Declaration on State of Municipal Accounts Form;
18. Municipal Accounts for the Company and all Directors not more than three (3) months old and not more than 90 days in arrears, or a valid lease agreement (if the bidder or any of its Directors/Members are leasing a property), or a sworn affidavit (if the bidder or any of its directors/members neither own nor lease a business/ residential property). If the municipal rates are more than 90 days in arrears at the Bid closing date, proof of a payment arrangement with the relevant municipality must be submitted.
19. Service providers to submit a letter for comprehensive insurance that includes public liability to the minimum value of R10 million furnished by a registered financial institution. (The successful bidder will be required to have public liability insurance in place upon appointment);
20. Bidders must submit the past three years' Audited Financial Statements. Where audited financials are not available or not required by law, then Independently Reviewed Financial Statements for the past (3) three years, or since the bidder's establishment if established in the past (3) three years must be submitted;
21. Fully completed and signed MBD forms.

22. Company Profile with Organogram
23. Copies of verifiable reference letters detailing similar projects previously completed.
24. Certified B-BBEE Status Level Verification Certificate or affidavit;
25. CV's and certified copies of qualifications of Directors and key staff;
26. Organisation registration documents (CIPC);
27. Certified ID copies of Directors;
28. Asset register / Proof of plant and equipment. Registration papers for plant and equipment in the name of the bidding entity or directors/proxy. Where the bidding entity does not own the plant & equipment the bidding entity must submit a letter of intent (LOI) from a third party on its letterhead (owner of plant & equipment) undertaking to lease/avail the plant and equipment to the Bidder, together with the plant/vehicle registration papers.

10. EVALUATION CRITERIA

The Bids will be evaluated for administrative compliance followed by functionality criteria. Only Bids that score a minimum of seventy (75) functionality points will be appointed to the panel.

FUNCTIONALITY ASSESSMENT

Functionality will be assessed as indicated below:

The minimum threshold of seventy (75) points has been predetermined and all bidders with a score below seventy (75) points will not be considered.

Criteria Applicable	Points
A. RELEVANT EXPERIENCE	**30**
1.1 Previous operations with respect to Demolitions.	15
1.2 Previous operations with respect to evictions.	15
B. CAPACITY & RESOURCING	**70**
2.1 Number of patrol and response vehicles currently owned/leased by the company	20
2.2 PERSONNEL: Number of experienced Security Officers:	10
2.3 SUPERVISION: Number of experienced Grade B Security Supervisor employed and available for deployment	10
2.4 FIREARMS: Number of shotguns that is readily available.	10
2.5 Bidders' Business Address to enable minimal response times to invasions	10
2.6 Communication System	10
Total	**100**

THE FUNCTIONALITY EVALUATION CRITERIA SHALL BE AS FOLLOWS:				
1.	**RELEVANT EXPERIENCE**			
	1.1	**Previous operations with respect to Demolitions.** Bidder's previous experience in executing and successfully completing projects (site demolition) of a comparable and relevant nature.		
		0 No relevant projects completed	**0**	**15**
		1 (One) relevant project up to 5 (five) relevant projects completed	**4**	
		6 (six) relevant projects up to 10 (ten) relevant projects completed	**8**	
		11 (eleven) relevant projects up to 15 (fifteen) relevant projects completed	**12**	
		Above 15 (fifteen) relevant projects completed	**15**	
Required Supporting Documentation: The bidder **must** submit reference letters on the client's letterhead demonstrating the following: a) Project name; b) Number of Structures demolished during the operation; c) Contactable referees. *Points will only be allocated where reference letters are submitted. A project in this regard refers to a specific demolition operation*				
	1.2	**Previous operations with respect to evictions.** Bidder's previous experience in executing and successfully completing projects (site evictions) of a comparable and relevant nature.		
		1. 0 No relevant projects completed	0	**15**
		2. 1 (One) relevant project up to 5 (five) relevant projects completed	**4**	
		3. 6 (six) relevant projects up to 10 (ten) relevant projects completed	**8**	
		4. 11 (eleven) relevant projects up to 15 (fifteen) relevant projects completed	**12**	
		5. Above 15 (fifteen) relevant projects completed	**15**	
Required Supporting Documentation: The bidder must submit reference letters on the client's letterhead demonstrating the following: a) Project name; b) Number of families evicted during the operation; c) Contactable referees. *Points will only be allocated where reference letters are submitted. A project in this regard refers to a specific eviction operation.*				

2.	**CAPACITY**			
	2.1	**Number of patrol and response vehicles currently owned/leased by the company**		
		a. 0 to 5 patrol and response vehicles owned/leased by the company at the time of bidding (0 points)	**0**	**20**
		b. 6 to 8 patrol and response vehicle owned/leased by the company at the time of bidding (8 points)	**08**	
		c. 9 to 11 patrol and response vehicles owned/leased by the company at the of bidding (12 points)	**12**	
		d. 12 to 14 patrol and response vehicles owned (16 points)	**16**	
		e. 15 and more patrol and response vehicles owned/leased by the company at the time of bidding (20 points).	**20**	
Bidders must submit all the following documents: - Certified copies of vehicle registration certificates (RC1) in the name of the bidder or its proxy who is employed by the bidder. - Where the bidding entity does not own the patrol and response vehicles directly or through a proxy the bidder must submit a valid lease agreement for such vehicles, together with the vehicle registration certificates (RC1).				
	2.2	**PERSONNEL: Number of experienced Security Officers:**		
		a. 0 to 11 Grade C Security Officers	0	**10**
		b. 12 to 17 Grade C Security Officers	2	
		c. 18 to 23 Grade C Security Officers	5	
		d. 24 to 29 Grade C Security Officers	8	
		e. 30 and above Grade C Security Officers	10	
Bidders must submit all the following document: • PSIRA Employee List of the registered Security Officers for the various grades in the name of the Bidder.				
	2.3	**SUPERVISION: Number of experienced Grade B Security Supervisor employed and available for deployment**		
		a. 0 to 2 Grade B Security Supervisors with 5 years' experience in crowd control	0	**10**
		b. 3 to 6 Grade B Security Supervisors with 5 years' experience in crowd control	2	
		c. 7 to 10 Grade B Security Supervisors with 5 years' experience in crowd control	5	
		d. 11 to 14 Grade B Security Supervisors with 5 years' experience in crowd control	8	
		e. 15 and above Grade B Security Supervisors with 5 years' experience in crowd control	10	
Required documents: • PSIRA Employee List of the registered Security Officers for the various grades in the name of the Bidder; and • CV's for the Grade B Security Officers demonstrating at least 5 years' verifiable experience in crowd control.				
	2.4	**FIREARMS: Number of shotguns that is readily available.**		
		a. 0 to 2 Shotguns	**0**	**10**
		b. 3 to 6 Shotguns	**2**	
		c. 7 to 10 Shotguns	**5**	
		d. 11 to 14 Shotguns	**8**	
		e. 15 and above number of Shotguns	**10**	
Documents Required • Firearm Register with Serial Numbers				

	2.5	**Bidders' Business Address to enable minimal response times to invasions**		
		a. Bidder's response base falls outside of the Gauteng Province.	**0**	**10**
		b. Bidder's response base is within the Gauteng Province.	**10**	
Required documents: • Municipal Account Statements not older than three months / Valid Lease Agreement in the Bidder's name.				
	2.6	**Communication System**		
		• Bidder does not have a Centralised Communication System which is linked to on-site communication devices.	**0**	**10**
		• Bidder has a Centralised Communication System which is linked to on-site communication devices.	**10**	
Required documents: • Certified copy of valid ICASSA License in the name of the Bidder or if the bidder rents the frequency, an agreement with the third party who owns the frequency and a certified copy of the third party's ICASSA license must be submitted. • Where bidders are utilising more advance communication systems Bidders must submit certified copies of the relevant RICA Documents.				
TOTAL				**100**

11. SPECIAL CONDITIONS

a) The successful service provider/s must provide evidence in court in relation to the execution of their services, when required to do so.

b) Firearms used in the execution of this contract must comply with the provisions in the Standing Order (GENERAL) 262 of Crowd management during gatherings and demonstrations subsection 4 of section 11.

c) The successful service provider must only deploy labourers who have valid Identity Documents and whose addresses have been verified. In this regard the service provider (once appointed) will be required to create and maintain a database of labourers to be deployed.

d) All purchases will be made through an official order form. Therefore, no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful bidder.

e) The Service Provider will be held liable for any loss or damage resulting from their performance of the services.

f) Service providers to submit a letter for Public Liability Insurance to the minimum value of R10 million furnished by a registered financial institution. *(The successful bidder will be required to have public liability insurance in place upon appointment and must be valid for the duration of the contract);*

g) The contractual agreement will be an SLA which will be signed by both parties i.e. the City of Johannesburg and the successful service providers.

h) Progress reports / programs must be submitted to the Project Manager on a regular basis as agreed upon with the project manager.

i) The contract shall be terminated immediately should the successful bidder(s) no longer qualify as a service provider in terms of the PSIRA Act, 2001 (Act 56 of 2001).

j) The City will impose penalties for improper Uniform & Equipment use by labourers and Security Officers in their execution of the services.

12. CONDITIONS OF AWARD

Notwithstanding the bidder's' proposal being recommended for award, an award shall not be made to a bidder whose:

12.1 Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.

12.2 Municipal Rates and Taxes of the bidder and/or that of its directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality.

12.3 Directors and Principal members are in the Service of the State as defined in Regulation 1 of the Municipal Supply Chain Management Regulations.

12.4 Name or that of its directors appear on the National Treasury's database of Restricted Suppliers.

12.5 Certified copy of the Certificate of Compensation for Occupational Injuries and Diseases Act (COIDA) is not submitted.

12.6 Certified copy of proof of registration with the Department of Labour in respect of Unemployment Insurance Fund (UIF) is not submitted.

12.7 Proof of comprehensive insurance coverage of R10 million per incident related to the duties and functions of the Security Officers is not submitted. The insurance coverage must be maintained for the duration of the contract.

12.8 List of security officers and firearm competency certificates for each listed security officer in terms of Firearm Control Act is not submitted

12.9 Certified Copies of Firearm Licenses for all firearms on the firearm register are not submitted.

BRIEFING SESSION

A non-compulsory briefing session will be held as follows:

Date: To be confirmed in the advertisement

Venue: To be confirmed in the advertisement

Time: 10h00

BID ENQUIRIES

All Bid enquiries must be addressed in writing to Nompumelelo Mashilwane at Nompumelelomt@joburg.org.za.

Please note that no telephonic communication will be entered into.

All enquiries must be sent at least seven (7) days prior to the Closing of Bid.

Recommended by: Mr. Lulama Nebe **BSC Chairperson:** **Date:** 22/06/2026	**Supported by:** Mr. Thapelo Nwamba **GSSCM** **Date**: 22/06/2026
Supported by: Agnes Matlebyane **Group Legal & Contracts** **Date:** 22/06/2026	**Approved / Not approved** Dr. Floyd Brink **City Manager** **City of Johannesburg Metropolitan** **Date:** 11/09/2026