



BID DOCUMENT
BID NUMBER: T2025/26/001

TENDER FOR PANEL OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

CLOSING DATE:	08 DECEMBER 2025	TIME	12H00
----------------------	-------------------------	-------------	--------------

NAME OF TENDERER	
PHYSICAL ADDRESS	
CSD NUMBER	MAAA
TAX COMPLIANCE PIN	
CONTACT PERSON	
CONTACT NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DEPARTMENT OF CORPORATE SERVICES	
MRS. BG. NTINGA		MRS. TT. MATHENJWA	
SCM MANAGER		DIRECTOR CORPORATE SERVICES	
TEL. NUMBER	033 816 6882	TEL. NUMBER	033 816 6847
TENDER ISSUED BY			
UMSHWATHI MUNICIPALITY		1 MAIN STREET NEW HANOVER	

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

INDEX

TABLE OF CONTENT

1. TENDER NOTICE AND INVITATION.....3
2. BRIBERY AFFIDAVIT.....5
3. BID INFORMATION.....6
4. BID CONDITIONS.....8
5. SPECIFICATIONS.....15
6. T1 MBD 1.....22
7. T2 RETURNABLE DOCUMENTS.....25-31
8. FUNCTIONALITY.....32
9. SITE INSPECTION CERTIFICATE.....35
10. PRICING SCHEDULE.....36
11. C1 FORM OF OFFER AND ACCEPTANCE.....37
12. GENERAL CONDITIONS OF CONTRACT.....39
13. MBD 3.3.....57
14. MBD 4.....60
15. MBD 6.1.....63
16. MBD 7.1.....69
17. MBD 8.....71
18. MBD 9.....74
19. STATEMENT OF PREVIOUS EXPERIENCE.....77
20. COMMITMENT OF TENDER.....78
21. ALTERATIONS BY SERVICE PROVIDER.....80

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS



TENDER NOTICE NO: T2025/26/001
CLOSING DATE: 08 December 2025

TENDER FOR SECURITY SERVICES PANEL FOR A PERIOD OF 36 MONTHS

In terms of section 110 of the Municipal Finance Management Act, (No. 56 of 2003), tenders are hereby invited for the establishment of the panel of security services for the municipal premises and other related services for a period of 3 years (36 months).

Only tenderers who have the following are eligible to submit tenders: Proof of registration with the Private Security Industry Regulatory Authority (PSIRA) for both the company and company director(s),

Tender documents and specification are available and can be downloaded free on the National Treasury E-Tender Portal (www.etenders.gov.za) and uMshwathi Municipality website (www.umshwathi.gov.za) from **05 November 2025**. The physical address for collection of tender documents is uMshwathi Municipality Main Offices, Main Road, Opposite Police Station, New Hanover upon payment of a non-refundable tender fee of **R420.00**, payable in cash only at the cashier's office in main office, opposite Police Station in New Hanover.

A **compulsory** briefing session will be held at the New Hanover Community Hall in Ward 2 at **10h00 AM on Thursday, 20 November 2025**. No late arrivals will be allowed to the venue and only tenderers with tender documents will be allowed at the briefing session. The prospective bidders are advised that the last date for buying tender documents will be the **16 November 2025 (16H00)**. No tender document will be sold on the day of the briefing session.

Tenders are to be submitted in a sealed envelope, clearly marked "**Panel of Security Services, Bid No: T2025/26/001**" and deposited in the tender box situated in the reception area of the uMshwathi Municipal Offices in New Hanover, on or before the **closing date and time of 08 December 2025 at 12h00**, where the tenders will be opened in public. Late tenders or tenders received by way of facsimile or e-mail will, under no circumstances, be considered. All prices quoted shall be valid for 120 days.

All enquiries relating to these documents must be addressed to the General Manager: Corporate Services, Mrs. T.T. Mathenjwa on 033 816 6800 or email: thulilem@umshwathi.gov.za during working hours, 07h30 to 16h00, Monday to Friday.

Tenders will be evaluated using responsiveness criteria and functionality. Functionality weight: Experience (40 points), Key personnel (10 points), Business Fleet (20 points), PSIRA Registration (05 points), ICASA license (10 points) and detailed implementation plan on daily operational work (15). Proposals that fail to achieve minimum score of 70% will not qualify to be included in the panel database. The rotation and allocation of work will be done as outlined relevant section of this tender document. Municipality does not bind itself to accept the lowest or any proposal, either wholly or in part, or to give any reason for such.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Claim for Specific Goals for 20 Points Allocation

To claim 20 points for specific goals, the company must have the following ownership:

<u>GOALS</u>	<u>POINTS</u>	<u>VERIFICATION METHOD</u>
<u>Historical Disadvantaged Black Person</u> 100% Black Person Equal or greater than 51%	10 05	CIPC/ CSD
<u>RDP</u> Enterprise located in uMshwathi Municipality Enterprise located in uMgungundlovu District Enterprise located in the KZN Province	10 05 03	CSD and Proof of address

The municipality reserved a right to appoint more than one security company at an given time as the situation might dictate.

Specific goal will be applicable when a request for quotation is communicated with service providers in the panel.

Yours faithfully

Mrs. SM. Ndebele
Acting Municipal Manager

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

BRIBERY AFFIDAVIT

QUESTION:

Has the Bidder or any of its Directors been offered any bribe or made any promises that the project would be awarded fully or partially to the Bidder, by any Municipal Official/Councillor or anybody who may affect the outcome of the Bid?

YES/ NO :

If yes, furnish particulars:

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

3. BID INFORMATION

1. The entire bid must be read in conjunction with the general bid conditions, the bid quotation document and the bid specification documents and all bids must be submitted on the official forms and documents,
2. This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022, the general conditions of contract (gcc) and, if applicable, any other special conditions of contract,
3. No bids will be considered from persons in the service of the state (as defined in regulation 1 of the local government: municipal supply chain management regulations).

4. The following particulars must be furnished by the Bidder:

4.1 NAME OF BIDDER.....

4.2 POSTAL ADDRESS.....

4.3 STREET ADDRESS.....

4.4 TELEPHONE NUMBER (with code)

4.5 CELLPHONE NUMBER.....

4.6 FACSIMILE NUMBER (with code)

4.7 E-MAIL ADDRESS.....

4.8 VAT REGISTRATION NUMBER

4.9 HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE / SARS TAX PIN BEEN ATTACHED? (MBD 2)

YES/NO.....

4.11 **TOTAL BID PRICE (INCLUDING VAT)**

R.....
(.....)

.....) **IN WRITING.**

5. Any enquiries regarding the bid may be directed to:

Municipality / Municipal Entity: uMshwathi Municipality

Department: Corporate Services

Contact Person: Ms TT Mathenjwa

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Telephone number: 033 816 6800

E-mail: thulilem@umshwathi.gov.za

6. The uMshwathi Municipality reserves the right to accept any Tender or part of any Tender and is not bound to accept the lowest tender or any other Tender.
7. No late, e-mailed, posted or faxed Bids will be accepted.
8. The Bid will be evaluated based on the Municipality's supply chain management policy, the Bid Documents and in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for Specific Goals of contribution and/or for achieving the prescribed RDP goals.

SIGNATURE _____ OF _____ BIDDER

DATE.....
.....

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

4. BID (TENDER) CONDITIONS

Bidding (Tender) and Contract Conditions for uMshwathi Municipality

4.1 General Compliance and Policy

- 4.1.1 This bid is subject to the SCM Regulations issued, the Supply Chain Management Policy of the uMshwathi Municipality, and the General Conditions of Contract (GCC).
- 4.1.2 Tenders will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act (PPPFA), No 5 of 2000.
- 4.1.3 The GCC and any Special Conditions of Contract (SCC) forming part of the tender documents are applicable.
- 4.1.4 The contract documents will be compiled in English, and the English versions of all referred documents will be taken as applicable.

4.2 Document Submission and Formalities

- 4.2.1 The words Bid and Tender have the same meaning.
- 4.2.2 The official bid document must be used and the complete original Tender Document must be returned. Missing pages will result in the invalidation/disqualification of the Tender.
- 4.2.3 The original Tender Document must be completed fully in black ink and signed by the authorised signatory to validate the Tender.
- 4.2.4 All the pages must be initialled by the authorised signatory and returned. Failure to do so may result in the invalidation of the Tender.
- 4.2.5 Any alteration made by the Service Provider must be initialled.
- 4.2.6 Use of correcting fluid is prohibited.
- 4.2.7 Tenderers must check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted for claims arising from missing or duplicated pages.
- 4.2.8 Failure on the part of the tenderer to sign / initial each page of this tender document or to complete the forms, questionnaires, and specifications in all respects, may invalidate the tender.

4.3 Mandatory Forms and Authorisation

- 4.3.1 Suppliers must complete all forms including:
 - **MBD 3.3** – Pricing Schedule
 - **MBD 4** - Declaration of Interest form.
 - **MBD 6.1** - Preference Points Claim Form
 - **MBD 8** - Declaration of Suppliers past performance form.
 - **MBD 9** - Certificate of Independent Bid Determination.
- 4.3.2 A copy of the recorded Resolution taken by the Board of Directors, members, partners, or trustees authorising the representative to submit this Tender must be attached.
- 4.3.3 A Tender shall be eligible for consideration only if it bears the signature of the Tenderer or of some person duly and lawfully authorised to sign it.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

4.3.4 A valid original Tax Clearance Certificate or SARS Tax Pin must accompany the Tender documents. The onus is on the Tenderer to ensure the Municipality has an original TCC on record.

4.4 Submission, Closing Time, and Validity

- 4.4.1 Proposals/tenders must be deposited in the designated TENDER BOX situated as indicated on the quotation request form.
- 4.4.2 Proposals must be hand-delivered to the physical address specified on the Invitation to Bid.
- 4.4.3 Suppliers must ensure that quotations are delivered timeously to the correct address.
- 4.4.4 Late submissions will not be accepted for consideration and will be disqualified. Suppliers are advised to allow sufficient time for delivery.
- 4.4.5 No tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.
- 4.4.6 Tenders will be opened in public as soon as possible after the closing time.
- 4.4.7 Tenders must remain valid for one hundred and twenty (120) days after the tender closure date.

4.5 Supplier Eligibility and Evaluation

- 4.5.1 Registration on National Treasury's Central Supplier Database (CSD) is compulsory. Failure to submit a CSD supplier registration report will result in the disqualification of proposal.
- 4.5.2 Tenderers will be evaluated in terms of their responsiveness to the specifications and requirements as well as additional criteria set out in the documents.
- 4.5.3 Proposals must be in accordance with the specifications, unless otherwise stipulated.
- 4.5.4 The financial standing of Service Providers and their ability to supply goods or render services may be examined before their bids are considered.
- 4.5.5 Any tenderer which is or whose directors are in arrears with their municipal rates and taxes or municipal charges (due to any Municipality or its entities) for more than Thirty days and have not settled before the tender closure date will be disqualified.

4.6 No site briefing will be held.

4.7 Municipality's Rights and Conditions

- 4.7.1 The uMshwathi Municipality is under no obligation to accept the lowest or any bid.
- 4.7.2 The municipality reserves the right not to appoint or to appoint one service provider or more than one service provider.
- 4.7.3 The Municipality reserves the right to withdraw any invitation to Tender, to re-advertise, or to reject any tender or to accept a part of it.
- 4.7.4 The municipality reserves the right to invite more bidders for only the remaining period of contract.
- 4.7.5 The contract with the successful tenderer may be extended subject to Council approval and the SCM policy, provided funds are available.
- 4.7.6 The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.
- 4.7.7 Bidders / Tenderers shall not contact the uMshwathi Municipality on any matter relating to their tender from the time of the opening of the tender to the time the contract is awarded. Any effort to influence the evaluation may result in the rejection of the Tender.

4.8 Contract Award and Remedies

- 4.8.1 The successful Bidder/Tenderer will be required to sign a Service Level Agreement with uMshwathi Municipality.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 4.8.2 The successful Tenderer will be liable for all duties and costs on legal documents resulting in the establishment of a contract, and for the surety and retentions.
- 4.8.3 Where a contract was awarded on the strength of false information furnished by the tenderer, the Municipality may, in addition to any other legal remedy:
- 4.8.4 Recover from the contractor all costs, losses, or damages incurred.

--	--	--	--	--	--

5. SPECIAL TENDER CONDITIONS

This tender and its acceptance will be subject to the terms and conditions described below. uMshwathi Municipality is/will not be liable for any costs incurred in preparation and delivery of tenders.

- 5.1 uMshwathi Municipality will only consider submission from the tenderers who satisfy the following criteria: The following information/ certificates must be submitted with the tender offers, tenderers must accept that failure to submit certificates stated below and fail to complete in full the tender document shall result in the tender being regarded as non-responsive, therefore shall not be evaluated further.
- 5.2 A certified copy of the Partnership or Joint Venture Agreement (if a tenderer is a partnership or joint venture). The certification must be a true copy of the original and must be certified by an officially designated Commissioner of Oaths, with the date of certification being no older than three (3) months from the tender closing date.
- 5.3 By submitting this bid document the tenderer declare and confirm that:
 - 5.3.1 They have not received a written notice of non-performance or failure on any previous contract with an Organ of State.
 - 5.3.2 They are not listed on the National Treasury Register for Tender Defaulters (the "List of Defaulters").

(uMshwathi reserves the right to verify the tenderer's default status via the National Treasury database and other relevant records and databases)
- 5.4 A certified copy of a valid, current PSIRA certificate confirming company registration with PSIRA,
 - 5.4.1 A certified copy (ies) of valid and authentic PSIRA certificate(s) evidencing that company director(s) are registered with PSIRA
 - 5.4.2 Certified copy of current ICASA License issued in the name of the bidder
 - 5.4.3 Pricing done in accordance with PSIRA Rates and guidelines
 - 5.4.4 Certified copies of Firearm Licenses registered in the name of the bidder for the arm response purposes and daily operation on certain site of the Municipality.
 - 5.4.5 Upon the award of the contract, the successful bidder(s) will be required to submit original or certified copies of South African Police Service (SAPS) clearance certificates. These certificates must provide evidence of name clearance and a criminal record check for all Directors, Management, and Personnel of the bidding company who will be engaged in the execution of this contract.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

It is a condition of award that only personnel without any criminal record will be permitted to participate in the contract. The bidder must ensure that all staff deployed on this contract meet this requirement prior to commencement of any work under the contract.

5.5 Certified copy of certificate from the Insurer that intends to use upon award, which states that the Insurer is committed to provide the insurance required in terms of the bid to the Bidder, should the contract be awarded to them. The public liability cover amount of not less than **R1 million**.

5.6 Tender Defaulters and Restricted Suppliers

No tender will be awarded to any bidder whose name, or the name of any of its members, directors, partners, or trustees, appears on the Register of Tender Defaulters maintained by the National Treasury. Similarly, a tender will not be awarded to any bidder who has been listed on the National Treasury’s List of Restricted Suppliers.

Furthermore, uMshwathi Municipality reserves the right to withdraw any award or to cancel any contract that has been concluded with a bidder if it is established, at any point in time, that such bidder has been blacklisted with the National Treasury by another government institution.

5.7 Precedence of Documentation

In the event of any discrepancy or inconsistency between this document and any information provided during any briefing session or in response to query in any form —whether such information is communicated orally or in writing—this document shall take precedence. Only written information that expressly amends this document by direct reference will be considered to supersede or modify its contents. All parties are therefore required to adhere to the terms and conditions set out in this document, unless a formal, written amendment is issued that specifically references and alters the relevant provisions herein.

5.8 INDEMNITY

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

If a bidder breaches the conditions of this bid and, as a result of that breach, uMshwathi Municipality incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Municipality harmless from any and all such costs which the Municipality may incur and for any damages or losses uMshwathi Municipality may suffer.

5.9 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

5.9.1 The uMshwathi Municipality reserves the right to disqualify any bidder if the bidder, or any of its controlling owners, directors, or senior managers, meets the following criteria:

Is listed on the National Treasury's Register for Tender Defaulters or Restricted Suppliers.

- Has a history of non-performance or contractual failure across *any* South African government entity (including other Municipalities, Provincial, or National Departments).
- Has an indirect member (holding 15% interest, unless publicly listed) who falls under bullet points 1 and or 2 above.

5.9.2 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

5.9.3 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

5.9.4 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of uMshwathi Municipality officers, directors, employees, advisors or other representatives;

5.9.5 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

5.9.6 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

5.9.7 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

5.9.8 Has in the past engaged in any matter referred to above; or (h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

6. CONDITIONS OF PAYMENT

6.1 Payment will only become due under the contract following the award and the proper rendering of services or delivery of goods. This is contingent upon the receipt of a properly issued official order or letter of appointment, in accordance with the municipality's supply chain management regulations and policy. Proof of compliance with these requirements must be provided before payment can be processed.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

6.2 an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of a proper invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of the Municipality.

7. CONTRACTUAL IMPLICATIONS

7.1 The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.

7.2 Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.

7.3 The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by the uMshwathi Municipality.

7.4 Other than providing rights to uMshwathi Municipality, nothing in this Tender Request and tender response should be construed to give rise to the Municipality having any obligations or liabilities whatsoever, express or implied.

7.5 The successful Tenderer shall only be entitled to render services and/or provide goods to the uMshwathi Municipality once a separate written contract, which should be aligned to “GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT” (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect) and a service level agreement, has been signed by both the Tenderer and uMshwathi Municipality, whereupon the Request for Proposal and tender response will cease to have force and effect.

I, the undersigned certify that I have read, understand and accept all the bid/ tender conditions as listed above to be used when the bid is evaluated.

NAME OF REPRESENTATIVE:	
POSITION/ DESIGNATION:	
SIGNATURE:	
DATE:	

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

uMSHWATHI MUNICIPALITY
Bid Number: T2025/26/001

SPECIFICATIONS

1. Scope of Work

Tenders are hereby invited for the creation of security services panel for the uMshwathi Municipal properties for the duration of 36 months. The standard provision of service will include:

- a. the guarding of the municipal properties,
- b. alarm monitoring,
- c. armed response,
- d. maintenance of the alarm system and
- e. provision of guard houses.

Specifications

Site No.: 1 - New Hanover: Main Office

- 1 day shift security officer, inclusive of weekends and public holidays,
- 4 night shift security officers, inclusive of weekends and public holidays,
- 2 day shift armed security officers (Male and Female), Monday to Friday (06h00 – 18h00) with metal detector and scanner for bags and
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 2 - New Hanover: Thusong Centre

- 2 day shift security officer, inclusive of weekends and public holidays
- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 3 - New Hanover: Post Office, Library and Offices

- 1 day shift security officer, inclusive of weekends and public holidays
- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Site No.: 4 - New Hanover: Community Services Offices, Archives Room and Hall

- 1 day shift security officer, inclusive of weekends and public holidays
- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 5 - New Hanover: LED Offices

- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 6 - Wartburg: MLB, Library and Cashier's Office

- 1 armed day shift security officer, inclusive of weekends and public holidays.
- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 7 - Wartburg: Technical Services Offices

- 1 day shift security officer, inclusive of weekends and public holidays
- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 8 - Cool Air Offices and Hall

- 1 day shift security officer, inclusive of weekends and public holidays
- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 9 - Dalton Offices and Library

- 1 day shift security officer, inclusive of weekends and public holidays
- 2 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No.: 10 - Cool Air Skills Centre

- 1 day shift security officer, inclusive of weekends and public holidays
- 1 night shift security officer, inclusive of weekends and public holidays &
- Alarm monitoring and armed response, inclusive of weekends and public holidays

Site No: 11 – Wartburg Market Stalls

- 1 night shift security officer, inclusive of weekends and public holidays

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Guardhouse x 9

Provision of white fibreglass modular buildings or equivalent (2m x 2m) with 1 door and 1 openable window must be installed at all the above sites within 3 weeks of signing the contract (similar to the guardhouses that are currently on site) at no cost to the municipality.

- Lightning protected.
- Connection of electricity to all guard houses.

2. Function of Security Officers:

- a. Fill in a daily log sheet recording all relevant information with regards to visitors/municipal officials and their vehicles to the site.
- b. A separate daily log sheet must be completed for all municipal vehicles that enter and exit the site.
- c. All municipal vehicles must be inspected for damages when exiting the site at the beginning of each day and when entering the site for the vehicle to be parked off at the end of each day.
- d. Report to the designated municipal official immediately when municipal vehicles are found to be damaged.
- e. Report to the designated municipal official before 08h00 the next day when municipal vehicles are not returned at the end of the previous day.
- f. Patrol the facilities and parameters of the site.
- g. The firearm competent security officer must ensure that all due processes are followed, when visitors enter the building with firearms and laptops.
- h. Report all emergencies and possible illegal activities to the service provider’s control room and the designated municipal official immediately.
- i. Monitoring and control of the security guards must be done by the appointed service provider on a daily basis through scheduled and unscheduled visits.
- j. Randomly check vehicles entering the Municipal Office (visitors and staff).
- k. Night Shift Security Officer be able to use fire extinguishers and fire hose.
- l. Scan vehicle and drivers licenses and authenticate visitor data in real-time
- m. Singing guest, visitors and employees to the municipality offices
- n. Screen visitors and employees upon arrival at the municipal office and notify staff of visitor arrivals.
- o. Capture visitor photographs, details and produce custom report of visitor movements
- p. Pre-register visitors for their scheduled arrival date.
- q. Flag blocked vehicles of persons for “no entry”

The functions listed above are not exhaustive or necessarily current. Upgrades will be introduced gradually, and the employer may modify them as needed to respond to changes in security

Dashboards View live updates on your most important visitor or risk stats.
 Check customizable all time analytics or dig deeper into a specific

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Integrations date range for insights on screening results or time and attendance
 Save time by automatically sending staff, visitor and contractor access and egress information through a customized API

NFC cards Give your reoccurring visitors and contractors or staff NFC cards which has been pre- assigned a set profile for time and attendance purposes and ensures they only have access where permitted

Relays link your boom gate to our ATG device with this gate automation device. Once the entry is captured, the relay sends an automated signal to open the boom gate

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Special Conditions for Security Personnel:

The following is required from all security personnel:

- a) Personnel must be dressed in full company security uniform and be presentable when on duty.
- b) Guards must be in possession of a truncheon, torch and a two way communication device when on duty.
- c) Guards at the New Hanover main office must be equipped with metal detectors and scanners.
- d) All personnel must be registered at PSIRA.
- e) Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID must contain the members' name, surname, PSIRA number, employee number and a photo of the employee.
- f) All security officers must at least have a Grade C/D/E security grading.
- g) All personnel must have police clearance and may not have a criminal record. A six monthly report regarding the police clearance of all guards must be submitted with the monthly report.
- h) Proof that security guards underwent medical examinations.

General Requirements of the Service Provider:

- a) The service provider must have a 24 hour dedicated control room **within uMshwathi Municipality**.
- b) The control room must have an electronic two way radio base set and an emergency back-up service.
- c) The control room must have strict access control and it must be according to PSIRA standards. The PSIRA certificate with regard to the control room standard must be submitted.
- d) Guards must be paid equal to or above required PSIRA salary rates. Proof of PSIRA rates of the service provider must be submitted with tender documents.
- e) The service provider must submit proof of a Public Liability Insurance Policy to the value of R1 000 000 providing cover against all claims (including claims related to the use or misuse of fire-arms), against the Council, contractor or its employees.
- f) The service provider must have at least two vehicles in road worthy condition and must submit a certified copy of the registration certificate and road worthy certificate of the vehicles.
- g) Proof of hourly patrolling device to be installed for reporting.
- h) In the event that the municipality requires additional security services then it must be provided at the current rate charged to the municipality.

Guardhouses

- a) The service provider must install white fibreglass modular buildings or equivalent (2m x 2m) with 1 door and 1 openable window at all the sites within 3 weeks of signing the contract.
- b) There will be no costs to the Municipality whatsoever with regards to the guardhouses i.e. installation, rental, replacement, repairs and maintenance costs (except the electricity bill).
- c) The guardhouses must be well maintained and kept in a good condition at all times.
- d) The guardhouses must be removed at the end of the service provider's contract.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1 TENDER PROCEDURES

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

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

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

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER NO.	T2025/26/001			
	BIDDER	WITNESS	EMPLOYER	WITNESS

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T2 RETURNABLE DOCUMENTS

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES 1.1.

Schedule 1 : Resolution of Board of Directors/ Members/ Proprietor

1.2. Schedule 2 : Resolution of Board of Directors to enter into consortia or JV

1.3. Schedule 3 : Commitments of tenderer

1.4. Schedule 4 : Record of addenda to tender document

1.5. Schedule 5 : Compulsory enterprise questionnaire

1.6. Schedule 6 : Municipal Service Account

2. COMPULSORY MUNICIPAL BID DOCUMENTATION

2.1. MBD 1 : Invitation to bid

2.2. MBD 4 : Declaration of Interest

2.3. MBD 8 : Declaration of bidder's pas supply chain management practices

2.4. MBD 9 : Certificate of Independent Bid Determination

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of Directors/ Members/ Partners of:

(Enterprise Name)	
Held at	(place)
On	(date)

RESOLVED that:

1	The enterprise submits a bid/ tender to uMshwathi Municipality in respect of the following project: TENDER T2025/26/001: CREATION OF THE PANEL OF SECURITY SERVICES FOR UMSHWATHI MUNICIPALITY PREMISES AND VIP PROTECTION FOR A PERIOD OF 36 MONTHS	
2	Mr./ Mrs./ Ms.	
	In his/ her capacity as:	(position in the Enterprise)
	And who will sign as follows:	(Authorized signature)
Be, and is hereby authorized to sign the bid/ tender, and any and all other documents and/or correspondence in connection with and relating to the bid/ tender, as to sign any contract, and any and all document, resulting from the of the bid/ tender to the enterprise mentioned above.		

Directors/ Members/ Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:
 1. Delete which is not applicable
 2. **NB.** This resolution must be signed by all the Directors/ Members/ Partners of the Enterprise.

ENTERPRISE STAMP

Not Compulsory

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 2

RECORD OF ADDENDA TO TENDER DOCUMENT

I/ we confirm that the following communication received from the uMshwathi Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (attached additional pages if more space is require)

	Date	Title Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I/ we confirm that no communications were received from uMshwathi Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DAT

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 3

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

	Name Identity Number	Personal Income Tax Number	
3.1			
3.2			
3.3			

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

Section 4: Particulars of companies and close corporations

4.1	Company Registration No.	
4.2	Close Corporation No.	
4.3	Tax Reference No.	

Section 5: Record in the service of the state

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

A member of any municipal Council	<input type="checkbox"/>	An employee of any provincial department, national of provincial public entry or constitutional institution within the meaning of the PFMA 1999 (Act 1 of 1999)	<input type="checkbox"/>
A member of any provincial Legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity.	<input type="checkbox"/>
A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	An employee of Parliament of provincial legislature.	<input type="checkbox"/>
A member of the board of directors of any municipal entity.	<input type="checkbox"/>	An official of any municipality or municipal entity.	<input type="checkbox"/>

--	--	--	--	--	--

PANEL OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

Bid Number: T2025/26/001

RESPONSIVENESS/ COMPLIANCE CHECK CRITERIA

NB: uMshwathi Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered for further evaluation.

RESPONSIVENESS CRITERIA

No bid will be considered by uMshwathi Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink and no retyping will be accepted. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- The Bidder must be in **good standing** to do business with the public sector, bidder or any its directors/ shareholders is listed on the National Treasury Register of Tender Defaulters i.t.o Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder must adhere to the **Pricing Instructions**,
- The **Municipal Bid Documents (MBDs) 1, 4, 8, 9** by the bidder must be completed and signed.
- Department of Labour valid letter of good standing Compensation for Occupational Injuries and Diseases Act (COIDA),
- Company Directors/ members/ proprietor' valid proof of registration with PSIRA
- Proof of firearms under the name of the bidder or proof of hire of firearms
- Details of Disaster Recovery Plan and Business Continuity Plan

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- Certified copies of seven (7) Firearm Licenses (5 x handgun & 2 x rifles) registered under the name of bidder in respect of the daily operations and other firearm licenses for the arm response purposes.
- Company municipal utility bill on rates proving no arrears for more than 3 months, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Resident (Ward Cllr/ Inkosi) and Affidavit must be submitted or signed lease agreement and municipal utility bill on rates where a company is renting.
- Certified ID certificate(s) of all directors, members and/or shareholders,
- Business account bank confirmation letter.
- Full Central Supplier Database Report
- Company / CC / Trust / Partnership / registration certificates and
- Certificate of Authority for Signatory and Registration/ID.

Claim for Specific Goals for 20 Points Allocation

To claim 20 points for specific goals, the company must have the following ownership:

GOALS	POINTS	VERIFICATION METHOD
<u>Historical Disadvantaged Black Person</u>		CIPC/ CSD
100% Black Person	10	
Equal or greater than 51%	05	
<u>RDP</u>		CSD and Proof of address
Enterprise located in uMshwathi Municipality	10	
Enterprise located in uMgungundlovu District	05	
Enterprise located in the KZN Province	03	

FUNCTIONALITY

The evaluation of this tender shall include functionality whereby the bids will be evaluated in terms of the evaluation criteria embodied in the bid documents.

- The minimum qualifying score for the functionality will be **70 out of 100 points (70%)** and the bids that fail to achieve the minimum qualifying score will not be considered for further evaluation.
- Only bids that achieved the minimum qualifying score for functionality will be Evaluated

Functionality

(insert this section in the functionality section)

No	Requirement / Criteria	Documents Required	Maximum Points	Scoring Logic (Points Allocation)
1	Company experience in similar project	Appointment Letter(s) and Completion/. Reference Letter(s) for each completed or current project	40	<p>Maximum of Four (4) Projects may be submitted and scored:</p> <ul style="list-style-type: none"> • More than 24 months : 10 points per project. • Between 12 to 24 months 8 points per project • Between.6 to 12 months 5 points per project. <p>(Maximum total from 4 projects is 40 points)</p>
2.	Key Personnel Experience (Supervisor or Manager)	Mandatory: Valid certified copy of Grade B PSIRA registration for the appointed Supervisor/Manager. CV clearly showing relevant experience. Declaration of Authenticity by the employee (Supervisor/Manager).	10	<p>Experience Scoring: 10+ Years experience: 10 Points 5 to 9 Years experience: 5 Points 2 to 4 Years experience: 3 Points < 2 Years experience: 0 Points</p>
3	Business Fleet (for Daily Operations)	Vehicle Registration Certificates and valid License Disks for all claimed vehicles.	20	<p>Ownership Scoring (Calculated on Total Fleet Size): 4 Vehicles (or more): 20 Points 3 Vehicles: 10 Points 2 Vehicles: 5 Points 1 Vehicle: 0 Point</p> <p>Note: Vehicles leased to the company will only be granted half (50%) the points applicable to vehicles registered under the company name.</p>
5	Company PSIRA Registration	Certified copy of valid PSIRA registration.	5	<p>5 Points: Document is provided and is a certified copy of a currently valid PSIRA registration certificate. 0 Points: Document is missing, expired, not certified, or invalid.</p>

6	Valid ICASA Radio License	Option A Valid ICASA License in tenderer's name.	10	10 Points Valid ICASA License (in tenderer's name) is provided.
		Option B (Partial Leased ICASA License	5	5 Points ICASA License and valid Lease Agreement with the actual license holder are provided.
7	Detailed Implementation Plan	1. Proof of Infrastructure and Resources	5	5 Points: Detailed evidence (e.g., invoices, ownership documents, photos, fleet list, staff complement) demonstrating the existence and capacity of necessary infrastructure and resources (vehicles, personnel, equipment) is provided. 0 Points: Evidence is insufficient or missing.
		2. Control Room Details (Functioning infrastructure, GPS Coordinates, and physical address)	5	5 Points: Clear documentation (e.g., photos, floor plan, equipment list, utility bill/lease, GPS coordinates) confirming a fully functioning control room, including its precise location (GPS and physical address). 0 Points: Details are incomplete, unclear, or missing.
		3. Alarm Activation Response Plan (Detailing how required response times will be met)	5	5 Points: A clear, detailed plan outlining the SOPs (Standard Operating Procedures), resource deployment, and communication strategy to ensure the tender's required alarm response times are consistently met. 0 Points: Plan is vague, incomplete, or missing.
Total			100	

Panel Rotation and Work Allocation System

The primary goal of this system is to ensure fair and equitable work distribution among all appointed service providers on the panel.

1. Panel Categorisation (For Initial Appointments)

The final panel will be arranged into a sequential list based on the **total score** achieved in the 80/20 evaluation:

- **Rank 1** (Highest total score)
- **Rank 2** (Second highest total score)
- ... and so on.

2. General Work Allocation/Rotation Model

The Municipality will utilise a **Sequential Rotation Model** to ensure that all panel members have an equal opportunity to be considered for new or vacant work assignments:

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

1. When a new security service are requirement, project, or vacant site needs to be filled, the Municipality will issue an **RFQ** to a subset of the panel.
2. Service providers will be selected for the RFQ process sequentially, starting from the provider next in line who has the *least total value or volume of work* awarded to them from the panel to date.
3. If two or more panel members have the same lowest value of previously awarded work, the member with the highest initial tender score (Rank 1, 2, etc.) will be offered the opportunity first.
4. The work will be awarded based on the **RFQ evaluation criteria**, including price, any applicable specific goals and functionality.
5. The Municipality's Supply Chain Management (SCM) unit will maintain an up-to-date and transparent record of the total value and volume of work awarded to each panel member at all times.

3. Allocation of New/Additional Work

- For small, non-complex, or short-term work (e.g., ad-hoc events or short-duration cover), the Municipality may issue an RFQ to a small group (e.g., the top three) of the panel members who are currently 'next in line' based on the lowest awarded work value.
- For the 36 months contract's specified sites (such as New Hanover Main Office, Wartburg MLB, Cool Air, Dalton New Hanover Post Office, LED Office and library Wartburg Technical Services and Thusong Centre.), the total guard-hours for these sites should be distributed as fairly as possible by awarding distinct sites to different top-ranking bidders based on their competitive price, specific goals and functionality scored during the RFQ process. The 36-month contract sites will be grouped to ensure efficient security service management. Details will be provided in the municipality's periodic request for quotation.

4. Special Provisions (Immediate Needs)

In cases of urgent or emergency needs where the standard RFQ process is impractical or time-consuming (e.g., immediate short-notice security cover):

- The Municipality may directly approach the next-in-line service provider.
- If that provider cannot respond immediately, the Municipality moves to the next service provider on the list until the need is met. The work volume for this emergency call-out must still be recorded as 'awarded work' for tracking purposes.

--	--	--	--	--	--

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SITE INSPECTION CERTIFICATE

As required by the General Conditions of Contract. I/we visited the site of the works on the date specified below

I/we carefully examined the site, plans and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the construction and cost of the works.

I/we further certify that I am/we are satisfied with the description of the works and the explanation given by or on behalf of the uMshwathi Municipality's representative at the inspection, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SIGNATURE OF TENDERER: _____

ADDRESS: _____

SITE INSPECTION CERTIFICATE

This is to certify that (Company Rep) _____

Representing (Company Name) _____

Visited the site for this contract on _____

SIGNED : _____ For uMshwathi Municipality

DATE : _____

STAMP

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PRICING SCHEDULE

YEAR 1

DESCRIPTION	A	B	C
DESCRIPTION	QUANTITY	RATE PER MONTH (Rand) Rete per guard x qty	TOTAL AMOUNT (B x 12) = C (Rands)
Day Shift Guards (Unarmed), including weekends and public holidays (PSIRA Grade C)	09		
Night Shift Guards (Unarmed), including weekends and public holidays (PSIRA Grade C)	15		
Day Shift Guards (Armed), Monday to Friday, 06h00 – 18h00 (PSIRA Grade C)	03		
Day Shift Guard (Armed), including weekends and public holidays (MLB) (PSIRA Grade C)	01		
Armed response and alarm monitoring, including weekends and public holidays	10		
Sub-Total			
VAT @ 15%			
TOTAL AMOUNT			

YEAR 2

DESCRIPTION	QUANTITY	RATE PER YEAR
Sub- Total (Total Amount Year 1)		
Escalation percentage @ ____%		
VAT @ 15%		
TOTAL AMOUNT		

YEAR 3

DESCRIPTION	QUANTITY	RATE PER YEAR (Rands)
Sub-Total (Total Amount Year 2)		
Escalation percentage @ ____%		
VAT @ 15%		
TOTAL TENDERED (OFFER) AMOUNT		

Note: Quoted amount must be inclusive of Relievers and valid for 120 days.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.1 FORM OF OFFER AND ACCEPTANCE

BID No: T2025/26/001.

AGREEMENT AND CONTRACT DATA

i. Offer

BID No.: T2025/26/001 – PANEL OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto, and by submitting this offer has accepted the conditions of bid.

By the representative of bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

AMOUNT IN WORDS (VAT INCL.)	AMOUNT IN FIGURES (VAT INCL.)
RAND	R

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

Or such other sum as may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price INCLUDES VAT.

I/we acknowledge that the VAT vending status as disclosed on this tender form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of there being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct. I/we undertake to complete and deliver the whole of the works comprised in the contract within the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

My/Our VAT vendor registration number is

I/We bank at the

branch of

where I/we have a

Account no.:

Bankers contact name _____ & tel. no. _____

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 4 months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that uMshwathi Municipality is not bound to accept the lowest or any tender and acknowledge that the uMshwathi Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: **CAPACITY:**

ON BEHALF OF: _____

ADDRESS: _____

Name of Witness _____

Signature of Witness _____ Date: _____

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

uMSHWATHI MUNICIPALITY

Provision of Security Services

Bid Number: **T2025/26/001**

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information inspection
- 6. Patent Rights
- 7. Performance security
- 8. Inspections, tests and analyses
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental Services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Variation orders
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Anti-dumping and countervailing duties and rights
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of Disputes
- 28. Limitation of Liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts

35. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

to deprive the tenderer 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 tendering 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 importation costs such as direct 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 goods covered by the tender will be manufactured.

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 1.17 “Local content” means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manager’s Representative” shall mean the Special projects Manager of uMshwathi Municipality.
- 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 “Municipality” shall mean the uMshwathi Municipality.
- 1.20 “Municipal Manager” Or ‘Manager” shall mean the Municipal Manager of uMshwathi Municipality.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in tendering documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “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.
- 1.27 “Supplier” means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tenderer” shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 “Tort” means in breach of contract.
- 1.30 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.31 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

3. General

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

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the tendering 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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

- (a) a bank guarantee located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering 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 thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

8. Inspections, tests and analyses

- 8.1 All pre-tendering testing will be for the account of the tenderer.
- 8.2 If it is a tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

13. Incidental Services

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

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- (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 supplied goods.

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

14. Spare parts

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

16. Payment

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

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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 tender, with the exception of any price adjustments authorized or in the purchaser's request for tender validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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.

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 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 for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 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.

29. Governing language

- 29.1 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.

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a tender 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 tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

32.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.

32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

--	--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PRICING SCHEDULE (Professional Services)

Name of Bidder:	Bid Number: RFQ.....
Closing Time:H.....	Closing Date/...../ 2025

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF A QUOTE.

Item	Description	Quantity	Unit Price in RSA Currency (All applicable taxes included)	Quote Price in RSA Currency (All applicable taxes included)
1.				
2.				
3.				
4.				
5.				
6.				
	Sub Total			
	Add VAT 15%			
	Total tendered price			

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

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

TENDER NO.	T2025/26/001				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

R-..... R-.....

TOTAL R-.....

TENDER NO.	T2025/26/001				
------------	--------------	--	--	--	--

BIDDER

WITNESS

EMPLOYER

WITNESS

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

- Required by: **uMshwathi Municipality**
- At: **New Hanover Main Office; Opposite Police Station; New Hanover; 3230**
- Brand and Model:
- Country of Origin:
- Does the offer comply with the specification(s)? *YES/NO
- **If not** to specification, indicate deviation(s):
- Period required for delivery **Days**
*Delivery: Firm/Not firm
- Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**MBD 4
DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state*

NO	YES
----	-----

3.6.1 If so, furnish particulars.
.....

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

3.7.1 If so, furnish particulars.
.....
.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES/NO

3.8.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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:

Name of Director	
Related company (CSD No.)	

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE
DATE	CAPACITY
COMPANY NAME: _____	

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for **Specific Goals**.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of R30 000.00 up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) **Specific Goal**.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.4 Failure to submit CIPC Registration document and/or Central Data Base Report.

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

2. DEFINITIONS

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“Highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to the other tenders;
- 2.3 **“lowest acceptable tender”** means a tender that complies with all the specifications and conditions of tender and has lowest price compared to the other tenders;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.11 **“non-firm prices”** means all prices other than “firm” prices;
- 2.12 **“person”** includes a juristic person;
- 2.13 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15 **“specific goals”** means specific goals as contemplated in section 2 (1)(d) of the Act which may include contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 2.16 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. Points awarded for a Specific Goals

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for a specific goals stated in the tender advert in accordance with the table below:

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

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Specific Goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (80/20 system) To be completed by the bidder
Race HDP (Black Equity Ownership)	10	
RDP Enterprise located in uMshwathi Municipality	10	
Enterprise located in uMgungundlovu District	05	
Enterprise located in the KZN Province	03	

6 DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Municipality where business is situated

Registered Account Number

Stand Number

6.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS.

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the **Specific Goals** indicated in paragraph 5 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the **Specific Goals** has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

CONTRACT FORM – RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **Mrs. SIMPHIWE NDEBELE** in my capacity as **ACTING MUNICIPAL MANAGER** accept your bid under reference number **T2025/26/001** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT) NHLANHLA M. MABASO

SIGNATURE

OFFICIAL STAMP

--

WITNESSES	
1.

TENDER NO.	T2025/26/001				
BIDDER		WITNESS		EMPLOYER	

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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities	Yes	No

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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.**

NAME OF REPRESENTATIVE		AUTHORIZED SIGNATURE	
DATE		CAPACITY	
NAME OF ENTERPRISE: _____			
_____	_____	_____	_____

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- 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.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number : _____

Tender Description : _____

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I Certify on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

--	--	--	--	--

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS

ALTERATIONS BY SERVICE PROVIDER

Should the service provider desire to make any changes or modifications to the contract or specification, then the service provider shall set out the proposals clearly on this sheet or, alternatively, state them in a covering letter attached to the quotation, and mention the letter/s on this sheet. If the form is not filled in, the quotation will be deemed to have been based upon this document.

If no departures or modifications are desired, this sheet must be marked **NIL**, and **signed by the Bidder**.

PAGE	CLAUSE OR ITEM

BIDDER: DATE

TENDER NO.	T2025/26/001				
		BIDDER	WITNESS	EMPLOYER	WITNESS