

# UMUZIWABANTU LOCAL MUNICIPALITY



## BID DOCUMENT

**BID NO: UMUZ/08/2025**

### PROVISION OF SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)

**BIDDERS NAME** : .....

**COMPANY NAME** : .....

**ADDRESS** : .....

: .....

**TEL** : ..... **FAX** .....

**EMAIL ADDRESS** : .....

**TENDER AMOUNT** : .....

**Issued by:**

**BUDGET AND TRESUARY OFFICE  
SUPPLY CHAIN MANAGEMENT UNIT  
10 MURCHISON STREET,  
HARDING  
4680**

**Enquires:**

**Tel** : 039 433 3500/67

**Fax** : 039 433 1208

**Email** : [Indawonde@umuziwabantu.gov.za](mailto:Indawonde@umuziwabantu.gov.za)

# **UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-08-2025:**

## **PROVISION OF SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)**

### **BID INVITATION**



## UMUZIWABANTU LOCAL MUNICIPALITY

TENDER NO: UMUZ/08/2025

### PROVISION FOR SECURITY SERVICES AND ACCESS ONTROL (36 MONTHS) TO UMUZIWABANTU MUNICIPALITY

All Bid documents are obtainable from **22<sup>nd</sup> of September to the 29<sup>th</sup> of September 2025 between 08:00 and 15:30 (bid documents need to be reserved prior to the purchase if they will be collected on briefing session day and no documents will be sold on the briefing day)** at the Finance (SCM) offices at the Municipal Buildings, Murchison Street, Harding, 4680, at a non-refundable payment of 500. Bid documents can also be downloaded on Municipal website: [www.umuziwabantu.gov.za](http://www.umuziwabantu.gov.za) & [etenders.gov.za](http://etenders.gov.za)

Bids are to be completed in accordance with the conditions attached to the bid document and must be sealed and endorsed with the relevant bid number **“Tender No: UMUZ/08/2025 Project Description “PROVISION FOR SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)”** and must be deposited in the official bid box at the Municipal offices at 10 Murchison Street, Harding, 4680, no later than **12:00 on the 24<sup>th</sup> October 2025**, where after all tenders will be opened in public. Telegraphic, Faxed and late tenders will not be accepted. Bids shall be valid for a period of 90 days after the closing date of submission.

**Invalid or non-submission of the following documents will render the Tenderer disqualified, BBEE points will not be allocated if the Certificate is not submitted**

1. Municipal Rates and Service Charges Statements where the company is located to confirm Municipal rates are not in arrears for more than 90 days or;
2. Attach valid lease agreement if the company is leasing the office space.
3. MBD 1, 4, 6.2, 8, 9 all applicable forms included in the document.
4. Valid BBEE certificate certified or original with the SANSA logo and verified by agencies accredited by SANAS / Original SWON Affidavit
5. Attach affidavit if the account is under your parents, siblings, grandparents and you are not paying any Municipal rates  
Copy of marriage certificate if Municipal account is under your spouse
6. Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
7. Entity's copy of Registration with the Registrar of Companies, Close Corporation
8. Bidders must be registered on the Central Supplier Database (CSD) attach proof of Registration

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience with respect to similar projects	50
Availability of Key Plant and Equipment	20
Site Agent	05
Foreman	05
Method Statement and programme	10
Qualifications of Company Director in the Built Environment	10
<b>Total Possible Points</b>	<b>100</b>

Bidders must score a minimum of 70% to pass functionality evaluation

80/20 Preference Points System of 2022 will be used in Evaluation.

<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Document</b>
<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Document</b>
Companies located within Umuziwabantu Local Municipality	20	Proof of property address and CK
Companies located within Ugu District Municipality	10	Proof of property address and CK
Companies located within KZN	5	Proof of property address and CK
Other	0	
<b>Total points</b>	<b>20</b>	

**80/20 Preference Points System will be used on the following projects, functionality will be considered and Umuziwabantu Local Municipal SCM policy.**

The successful Bidder will be required to enter into a Service Level Agreement with Umuziwabantu Local Municipality. The bidder or a person who is directly employed by the bidder and is suitably qualified and experienced to comprehend the implications of the work involved must represent the bidder at the compulsory briefing session. **Failure to attend the compulsory briefing sessions date 30 September 2025 @ 09:00 will invalidate your bid.**

#### **BID ENQUIRIES**

Bid enquiries are to be addressed to:

Mr L Ndwonde (SCM Enquires) at telephone number 039 433 3565

Mr S Zungu (Technical Enquires) at telephone number 039 433 3500

Umuziwabantu Local Municipality is not bound to accept the lowest bid and it reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

**MR TP CELE  
MUNICIPAL MANAGER**

Umuziwabantu Local Municipality  
10 Murchison Street  
P/Bag 1023, Harding, 4680

## PART A – MBD 1 INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMUZIWABANTU LOCAL MUNICIPALITY)</b>					
BID NUMBER:	UMUZ/08/2025	CLOSING DATE:	24 OCTOBER 2025	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE OFFICIAL BID BOX SITUATED AT MAIN OFFICE, 10 MURCHISON STREET, HARDING, 4680					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE		CONTACT PERSON	Mr. S Zungu	
CONTACT PERSON	Mr. M.L Ndawonde		TELEPHONE NUMBER	039 433 3500	
TELEPHONE NUMBER	039 433 3565		FACSIMILE NUMBER	039 433 1208	
FACSIMILE NUMBER	039 433 1208		E-MAIL ADDRESS	szungu@umuziwabantu.gov.za	
E-MAIL ADDRESS	Indawonde@umuziwabantu.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>

**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: .....

# **UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-08-2025:**

## **PROVISION OF SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)**

### **CHECK LIST**

### CHECKLIST

NO	DESCRIPTION	TICKED BY BIDDER	TICKED BY MUNICIPAL REPRESENTATIVE
1	Initial/Sign of all pages		
2	Closing/Bid submission at 12:00		
3	Returnable documents completed		
4	Form of bid completed		
5	Valid Tax Clearance Certificate Attached and/or SARS TAX PIN		
6	Original valid B-BBEE Status Level Verification Certification or certified copies		
7	Pricing Schedule completed		
8	Preferential Points Claimed		
9	Pre-Qualifications completed		
10	All witnesses signed where it required		
11	Municipal rates attached		
12	Particulars of Bidders Completed		
13	Bid Declaration of interest Completed		
14	Contract from MBD Form 7.2 completed		
15	Declaration of Bidders Past SCM Practice MBD Form 8 completed		
16	Certificate of Independent Bid Determination MBD Form 9 completed		
17	Pricing Schedule		



## 2 BIDDERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS:

Failure to submit the following documents will invalidate your bid

**NB: All Returnable documents must be certified.**

**The tender will only be accepted on condition that:**

SCOPE AND SPECIFICATION		
<b>BIDDER COMPLIANCE DOCUMENT</b>  These documents are mandatory and as such bidders <b><u>must submit them without fail</u></b> . All documents being submitted must be certified and not older than 3 months.		
		<b>COMMENTS</b>
	Company Registration documents [CIPC]	
	Valid Tax Clearance with PIN	
	BBBEE Certificate / Verification Affidavit	
	Central Supplier Database -CSD [Proof of registration]	
	Letter of Good standing – COIDA	
	Certificate for UIF	
	Public liability Insurance / letter of intent	Public liability should have a minimum cover of R10.000.000.00 [Ten Million Rand]
<b>MANDATORY TECHNICAL COMPLIANCE DOCUMENTS</b>		
	Compliance Certificates : 1. PSIRA Business Certificate	
	Business Letter of Good standing from PSIRA	
	Business Letter of Good Standing – PSSPF	
	Armed Security Officers	All Security Functions to be performed by armed guards must comply with stipulations in the firearms control Act 2000. Security Officer must be in Possession of Valid Competency Certificates for the Category of firearms
	Close Protection Services (VIP)	Service Providers must be PSIRA and SAPS registered. Personnel's must be in possession of the CPO qualification and must be screened by SAPS and state Security
	Proof of Business Firearm Licences	Providers must attach copies of relevant firearm licenses issued in respect of the

		firearms they possess. A letter from the Register of firearms on Safe keeping facilities inspection as per Chapter 9 of the firearms control Act. 2000
	<b>DIRECTORS / MEMBERS OF THE BUSINESS</b>	
	PSIRA Grade B or A	All director of Business must have valid PSIRA certificate
	SAPS Clearance Certificate	All Directors of business must have Clearance certificate not more than Six months
	<b>CLASSIFICATION OF SECURITY SERVICES</b>	
	Unarmed Security Officers minimum Grade C	To perform general Guarding and patrolling duties, Access and Egress Control and internal Escorting. Supervisors to work above this officers must be PSIRA grade B graded and possess at-least Skills Program 3 Certificate
	Armed Security Officers minimum Grade C	To be deployed at High Risk Area to perform functions such as Guarding and patrolling duties, Access and Egress Control and internal Escorting.
	Armed Escorting Security Officers	Officers to be deployed must possess PSIRA grade C and Competency Certification in firearm.

# **UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-08-2025:**

## **PROVISION OF SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)**

### **GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

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## General Conditions of Contract

1.     **Definitions**
- 1.1     The following terms shall be interpreted as indicated:
- 1.2     **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3     **“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.
- 1.4     **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5     **“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.
- 1.6     **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7     **“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.
- 1.8     **“Database application form”** means the application form required by the Umuziwabantu Municipality to be filled in by the successful tenderer, following the award of the contract, for inclusion on the UMUZ database before payment is made.
- 1.9     **“Day”** means calendar day.
- 1.10    **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.11    **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.12    **“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.
- 1.13    **“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.
- 1.14    **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of

the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.15 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 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 bidding 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 bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 **“Tort”** means in breach of contract.

- 1.29 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full product / service required by the contract.
- 1.30 **“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 bids, contracts and orders including bids 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 bidding 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.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or documents any specification, plan, drawing, pattern, sample, or **and** information furnished by or on behalf of the purchaser in **information** connection therewith, to any person other than a person **inspection** 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**
- 7.1 Within thirty (30) days of receipt of the notification of security contract award, the successful bidder 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 or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder 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.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the 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 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**

- 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:

- (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.

**16. Payment**

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

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.

16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid 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 sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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 as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (a) the name and address of the supplier and / or person restricted by the purchaser;
  - (b) the date of commencement of the restriction;
  - (c) the period of restriction; and
  - (d) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- |  |      |   |
|--|------|---|
| <b>24. Anti-dumping and countervailing duties and rights</b> | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him. |
| <b>25. Force majeure</b>                                     | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.   |
|  | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.   |
| <b>26. Termination for insolvency</b>                        | 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.  |
| <b>27. Settlement of disputes</b>                            | 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.   |
|  | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.   |



- 27.4 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. Limitation of liability**
- 28.1 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 bid shall be posted to the Supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 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**
- 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.
- 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 bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

- 32.4 No contract shall be concluded with any bidder 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, shall also 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.



# **UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-08-2025:**

## **PROVISION OF SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)**

### **SCOPE OF WORK**

## 1. SCOPE OF WORK

Tenders are hereby invited for the supply of security services for the Umuziwabantu Municipal properties as listed below. The provision of service will include the guarding of the municipal properties and access control. The duration of the contract is 36 months (3yrs) which will commence from the date of acceptance of the contract.

## 2. MUNICIPAL SITES

Security Post	Number of Guards	Category	Day Shift Rate	Night Shift Rate	Sub-Total
Turner Street Office	3 Day & 2 Night	Armed	R	R	R
Murchison Street Office	2 Day & 1 Night	Armed	R	R	R
Library	1 Day	Unarmed	R	R	R
Holman Street Office	1 Day & Night	Unarmed	R	R	R
Stores/Workshop	1 Day & Night	Armed	R	R	R
Harding Grounds	1 Day & Night	Unarmed	R	R	R
Informal Traders Market Stalls	1 Day & Night	Unarmed	R	R	R
Traffic Station	1 Night	Armed	R	R	R
Main Park	1 Day & Night	Unarmed	R	R	R
Landfill Site	2 Day 3 Night	Armed	R	R	R
Landfill Site Scooter	1 Day & Night		R	R	R
Close Protection Officer NB VIP	1 Day and Night	Armed	R	R	R
<b>OVERALL TOTAL (INCLUSIVE VAT)</b>					<b>R</b>

## FORM OF BID – PRICING

To whom it may concern

Having examined the bid documentation of the above-mentioned services, I/we offer for the provision of security services to Umuziwabantu Municipality, in conformity with the aforesaid documentation, for the sum as set out hereunder:

Year 1 R \_\_\_\_\_ VAT inclusive

Year 2 R \_\_\_\_\_ VAT inclusive

Year 3 R \_\_\_\_\_ VAT inclusive

Total for the quoted items (all 3 years) is as follows:

R \_\_\_\_\_ (words) \_\_\_\_\_

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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 bid 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 organization(s):

---

(Enter Nil if no affiliations)

My /Our VAT vendor registration number

is: \_\_\_\_\_

—

I/We bank at the \_\_\_\_\_ branch of  
\_\_\_\_\_ where I/we have a Bank 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 bid is valid for 3 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 Umuziwabantu Municipality is not bound to accept the lowest or any bid and acknowledge that the Umuziwabantu 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: \_\_\_\_\_

ON BEHALF OF: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

(A street address where the Bidder can  
be given for the purpose of domicilium  
citandi et executandi) \_\_\_\_\_

DATE \_\_\_\_\_

### 3. EVALUATION CRITERIA

#### STAGE 1: FUNCTIONALITY

In order to reach the final stage, the bidder must obtain at least 70% of the points for functionality. The company should demonstrate the relevant experience of the project. Bidder who do not score more than 70% will not be considered for the 2<sup>nd</sup> stage and will be eliminated. The points scored in this stage are for qualification only and they will not be added to the final stage.

#### **BIDDERS WHO SCORE ABOVE 70 POINTS WILL PROCEED FOR PREFERENTIAL POINTS SYSTEM**

No.	Requirement	Points	Maximum Points
1	<p>Proof of similar and successful completed projects points Maximum score will be given upon the submission of 3 Appointment Letter(s) and Completion Letter(s) from any State Institutions (3 Spheres of Government)</p> <p>&gt;0 months &lt;12 months = 5 points each projects &gt;12 months &lt;24 months = 10 points each project &gt;24 months and above = 15 points each project</p> <p>Points are allocated to the combination of an Appointment Letter(s) and reference Letter(s).</p> <p><b>(MAXIMUM OF THREE (3) PROJECTS)</b></p>		45
2	<p>Close protection (V.I.P PROTECTION) Certificates (from SAQA registered institution) CV of Employees.</p> <p>1 CV (s) with certified certificates = 1 point 2 CV (s) with certified certificates = 3 points 3 CV (s) with certified certificates = 5 points</p>		5
4	<p><b>Proof of resources</b></p> <p>To be able to provide 2 licensed vehicles and 6 licensed firearms under the company name.</p> <p>licence of vehicle – 4 (2 points per proof of ownership) licenced fire arms – 6 (1 point proof of ownership) ICASA Radio Licence- 10 (points proof of ownership or Lease Agreement with the licence owner.</p>		20
5	<p>Detailed Implementation Plan on how the sites would be managed and controlled on a daily basis, including a contingency plan and implementation plan on employment of 30% local labour</p> <p>Provide detailed plan of how municipal assets and personnel will be protected - 4 Operational Plan - 4 Contingency Plan E.g. Public Protest Training Plan - 2</p>		10
6	<p><b>Bank Rating</b></p> <p>Provide an original bank stamped document indicating the Contractors current banking rating code for this project.</p> <p>Allocation is as follows;</p> <p>A = 10</p>		10

	B = 5 C = 3		
7	<b>Human Resources Capacity and Capacity of Company</b> Detailed organogram with titles Functions Details of Management Team member's expertise and experience by providing CV's certificates (based on organogram) 50% of management is registered Higher Grade A/B Level (PSIRA Certificate attached) – 5 points  50% of management is registered Grade A/B Level (PSIRA Certificate attached) – 3 points  50% of management is registered Below Grade A/B Level (PSIRA Certificate attached) – 1 point  <b>Supervisor's Deployment and PSIRA Registration To be dedicated to this municipality</b> Supervisor is registered <b>Higher Grade B</b> Level (SESSETA or PSIRA Certificate attached) – 5 Supervisor is registered at <b>Grade B Level</b> (SESSETA or PSIRA Certificate attached) – 3 points Supervisor is registered <b>Below Grade B</b> Level (SESSETA or PSIRA Certificate attached) – 1 point		10
	<b>TOTAL NUMBER OF POINTS</b>		<b>100</b>

## STAGE 2: PRICE AND SPECIFIC GOALS

SPECIFIC GOALS	POINTS	Verification Document
SPECIFIC GOALS	POINTS	Verification Document
Companies located within Ugu District Municipality	20	Proof of property address and CK
Companies located within KZN	10	Proof of property address and CK
Companies located outside KZN	5	Proof of property address and CK
Other	0	
<b>Total points</b>	<b>20</b>	

#### **4. BIDDERS TO NOTE**

##### **Function of Security Officers:**

- 4.1. Fill in a daily log sheet recording all relevant information with regards to visitors/municipal officials and their vehicles to the site.
- 4.2. A separate daily log sheet must be completed for all municipal vehicles that enter and exit the site.
- 4.3. 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.
- 4.4. Report to the designated municipal official immediately when municipal vehicles are found to be damaged.
- 4.5. Report to the designated municipal official before 08h00 the next day when municipal vehicles are not returned at the end of the previous day.
- 4.6. Patrol the facilities and parameters of the site.
- 4.7. The firearm competent security officer must ensure that all due processes are followed, when visitors enter the building with firearms and laptops
- 4.8. Report all emergencies and possible illegal activities to the service provider's control room and the designated municipal official immediately.
- 4.9. Monitoring and control of the security guards must be done by the appointed service provider on a daily basis through scheduled and unscheduled visits

##### **Special Conditions for Security Personnel:**

##### **The following is required from all security personnel:**

- 4.10. Personnel must be dressed in full company security uniform and be presentable when on duty.
- 4.11. Guards must be in possession of a truncheon, torch and a two-way communication device when on duty.
- 4.12. All personnel must be registered at PSIRA.
- 4.13. 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.
- 4.14. All security officers must at least have a Grade D security grading.
- 4.15. 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.
- 4.16. Preference will be given to tenderers who subcontract 30% of the contract to a local service provider, over and above employing a minimum of 30% local labour in compliance with advancing local economic development and job creation

## **5. General Requirements of the Service Provider:**

- 5.10. The service provider must have a 24-hour dedicated control room.
- 5.11. The control room must have an electronic two-way radio base set and an emergency back-up service.
- 5.12. 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.
- 5.13. Guards must be paid equal to or above required PSIRA salary rates. Proof of salary rates of the service provider must be submitted with tender documents
- 5.14. The service provider must submit proof of a Public Liability Insurance Policy to the value of **R10 000 000** providing cover against all claims (including claims related to the use or misuse of firearms), against the Council, contractor or its employees.
- 5.15. 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.



# **UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-08-2025:**

## **PROVISION OF SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)**

### **SPECIAL CONDITIONS OF CONTRACT**

## **TERMS OF REFERENCE**

### **UMUZIWABANTU MUNICIPALITY: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF 36 MONTHS**

#### **1. BACKGROUND**

Umuziwabantu Municipality herein after referred to as the Municipality, has a strategic objective to provide a secure, safe and healthy working environment. Furthermore, in supporting its risk management policies, the Municipality must institute measures to protect its assets from, *inter alia*, fire, theft or vandalism and consequently therefore the Municipality requires the services of service providers to render security services as specified in this document.

#### **2. SCOPE**

The scope of this bid includes the provision of appropriately qualified Grade C security officers to provide twenty-four (24) hour security service for the Municipality facilities as listed in Section G of this document. The responsibilities of these security officers are to ensure the safety of property and personnel from burglary, theft, vandalism or threat of any nature.

#### **SECTION A CONTRACTUAL REQUIREMENTS**

1. The security company must be based or have a branch office in Kwa Zulu Natal where the respective institutions are situated. The Contractor shall be responsible for the transportation of its staff to and from site as listed in Section G of this document. The Contractor shall further ensure vehicle/s are always available on premises for use in transporting officers to their posts, emergencies and routine patrols.
2. The Contractor shall tender rates as listed in the Section G: Pricing schedule. The rates must be firm. There will be no price adjustment for this Contract. Only statutory increases in the minimum wage and/or VAT will be considered. Such increases are not applicable to any profit; overheads or any other operational pricings.
3. The equipment requirements and number of security officers required per site for this contract are reflected in Section G. The officers acting as Guard Commander on the premises when indicated must be at least an armed Grade C officer.
4. The following certificates must be readily available, as proof of this shall be a requirement of this contract and must be produced by the successful bidder.
  - 4.1 Certified copies of the certificates from the Private Security Industry Regulatory Authority (PSIRA) must be produced for each officer to be utilized under this contract.
  - 4.2 All the officers must comply with the Security Industries minimum standard of education.
  - 4.3 All security officers must also have attended and passed a security course at one of the official training centres recognized by the Department of Labour.
  - 4.4 Certified copy of all the firearm licences in possession of the Security Company which will be utilised under this contract.
5. The Contractor shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the Occupational Health and Safety Act No. 85 of 1993, the conditions of employment as contained in Government Basic Conditions of Employment Act No. 75 of 1997, as amended in the Government Gazette and any subsequent amendments thereafter and any other applicable legislation.

6. The hours or shifts that the security officers are required to work are as follows:

6.1 Monday - Saturday

06:00 to 18:00 - Day Shift

18:00 to 06:00 - Night Shift

6.2 Sundays plus Public Holidays

06:00 to 18:00 - Day Shift

18:00 to 06:00 - Night Shift

7. On each working day the first or second level supervisor must make contact with the Project Manager on the site in order to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once a month formal discussion must be held, minutes of which must be kept by the Project Manager. No security personnel are allowed to do continuous duty for longer than twelve hours.

8. The Contractor shall supply a list of names of the security officers who will be performing duties at the premises per week to the nominated Municipality contact person per premises, herein after referred to Project Manager, at least a week in advance.

9. The Contractor shall be responsible for ensuring that security guards are on duty timeously and are present at all times as per Security requirements listed in section G. At least one officer at each site must be armed with firearm at all times during the night shift. The Contractor shall ensure that two relief officers for each shift are available within two hours.

10. Quad bike shall be utilised where applicable for patrols and will be at the Contractors own risk and cost. The use of Quad bike does not exempt the Contractor of the obligation to have a vehicle on site at all times.

11. The Contractor shall not cede or assign its rights or obligations under this agreement.

12. Notwithstanding any clause in the General Conditions of the Contract, the sub-contracting of the guarding services on the guarded sites is strictly prohibited. The prohibition is extended to all services provided in terms of this contract unless specifically excluded.

## **SECTION B: CODE OF CONDUCT**

1. The contractor is bound by the Code of conduct with PSIRA norms and standards in accordance with PSIRA.

2. Upon appointment, supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the Municipality.

3. All possible steps shall be taken by the Contractor to ensure that the correct, intended execution of the service takes place, including *inter alia*, the following:

3.1 The protection of Municipality Property at the intended site and the protection of the said property against theft, vandalism and any loss or damage whatsoever, to protect life and prevent crime.

3.2 The protection of the Municipality 's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977), and will include the protection of Municipality and staff property or any threat thereto. Contractors will be required to present a security strategy for the Municipality according to their specific risks/needs.

4. The security officers shall be properly dressed in uniform at all times while on duty. The conduct and appearance of security officers is to reflect discipline, neatness and efficiency.
5. Roving patrols of the premises shall be undertaken by security officers on a continuous basis for the duration of the shift.
6. Random searches of vehicles or personnel entering or leaving the premises are to be undertaken, and any armaments or unusual items are to be reported.
7. In terms of Private Security Industry Regulatory Act 56 of 2001 the contractor shall have authority to arrest any person found committing an offence on, or in respect of the premises or any part thereof.
8. Security officers must be properly seated, standing or roving when on duty. The practice of leaning against buildings, or sitting/lying on the floor will not be accepted. Security officers may not eat or drink outside of the guard room, or in view of the general public or smoke whilst attending officials or member of the general public. Security officers are required at all times make use of appropriate toilet facilities for the performance and completion of their ablutions. Urination and defecation in any other area - especially in the proximity of domestic livestock, behind buildings and alongside main access roads used by the public, will not be tolerated or accepted.
9. Monthly report of Incidents must be provided to the Municipality by latest the 7th day of each month. Should the 7<sup>th</sup> day fall on the weekend then the report must be submitted by the following Monday or first business day.
10. In case of occurrence of more serious incidences such as attempted theft; vandalism; act of God; etc., the security officer should report these immediately to the head of the site or designated security services directorate official.
11. The Bidder must indicate how the Code of Conduct will be implemented and this must form part of the execution plan to be submitted together with this bid.

## **SECTION C**

### **TOOLS AND EQUIPMENT FOR SECURITY STAFF**

The contractor must ensure that the following security aids are available at all times at each site where a security service is rendered in terms of this contract.

#### **1. The minimum service tools to be worn on by the person at all times during guard duty, are:**

- 1.1. Two-way radios; Push Talk or Cellphone
- 1.2. Baton.
- 1.3. Handcuffs.
- 1.4. Firearms and ammunition (where stipulated).
- 1.5. Boots.
- 1.6. Uniforms.
- 1.7. Identification cards.
- 1.8. Whistle.
- 1.9. Pocket book.
- 1.10. Pen; and
- 1.11. Torch (at night)
- 1.12. Paper prayers per shift

## **2. Occurrence Book**

2.1 The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

2.2 Compulsory Occurrence Book Entries: The security personnel on duty must make the following entries in the occurrence book:

2.2.1 All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible in black / blue ink.

2.2.2 All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.

2.2.3 All security personnel activities - especially deviations in respect of the duty list, including particulars of the personnel and relevant times.

2.2.4 The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over/delivered.

2.2.5 The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.

2.2.6 The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

2.2.7 Occurrence book read: After the taking-over of shifts, the first level supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift.

2.2.8 All visits by supervisors and top management: These entries must be done in red ink.

2.2.9 All additional requests in respect of the rendering the services by the official of the Municipality shall pass in writing.

2.3 The Occurrence Book must be submitted each working day, Monday – Friday to the Project Manager at the premises between the hours 08:00 to 09:00 for scrutiny and noting.

2.4 Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side.

2.5 Storage of Occurrence Books: The Contractor must hand any/all completed Occurrence Books/s to the Project Manager for record purposes.

## **3. Admission Control Registers or Forms**

3.1 Purpose: The purpose of the admission control register is to have information available at all times regarding persons and vehicles that enter or leave the complex outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry. All completed forms / registers must be handed to the Project Manager for safe keeping.

3.2 This register must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

3.2.1 Date;

- 3.2.2 Admission and exit times of the person or vehicle;
- 3.2.3 Surname and initials of the person or details of vehicle and driver;
- 3.2.4 Home or work address;
- 3.2.5 Official identity/passport number; (the officers shall request an inspection of the original identity document or driver's license to confirm the authenticity of the details furnished)
- 3.2.6 Purpose of visit;
- 3.2.7 Brand, caliber and number of firearm in visitor's possession (if any); and
- 3.2.8 Signature of visitor.

#### **4. Pedestrian and Vehicle Registration / Vehicle Forms**

4.1 It is the Contractor's responsibility to ensure that the register form is completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

- 4.1.1 Date of visit;
- 4.1.2 Admission and exit time of visitor to and from the site;
- 4.1.3 Surname and initials of driver / visitor; Official identity/passport number of all persons entering the premises (the officers shall request an inspection of the original identity document/s or driver's license to confirm the authenticity of the details furnished);
- 4.1.4 Name of person to be visited;
- 4.1.5 Number of passengers;
- 4.1.6 Purpose of visit;
- 4.1.7 Registration number of the vehicle;
- 4.1.8 Brand, calibre and number of firearms in the vehicle (if any);
- 4.1.9 Signature of driver; and
- 4.1.10 All vehicles to be searched when entering or leaving the premise

#### **4.2 Storage of Pedestrian and Vehicle Registers**

All completed registers must be handed to the institutions contact person for safe keeping.

4.3. It is the Contractor's responsibility to ensure that the separate register form for State vehicles is completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

- 4.3.1. Date
- 4.3.2. Admission and exit time of vehicle to and from the site;
- 4.3.3. Surname and initials of driver / visitor;
- 4.3.4. Name of the driver
- 4.3.5. Number of passengers;
- 4.3.6. Registration number of the vehicle;
- 4.3.7. Signature of driver; and
- 4.3.8. Vehicles to be searched when entering and leaving the premises.

#### **5. Attendance Register for all Shifts**

5.1. Purpose: The purpose of the attendance register is to have information available at all times regarding security guards reporting on duty.

5.2. This register must be completed correctly and legibly by security guards / officers on duty and shall make provision for the following:

- 5.2.1. Date;
- 5.2.2. Name and surname;
- 5.2.3. Official Identity no.;
- 5.2.4. Time in;
- 5.2.5. Time out; and
- 5.2.6. Signature.

## **6. Notebook**

6.1 The purpose of the notebook is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.

6.2 Requirement: During their turns of duty all security personnel must have a notebook on their persons.

6.3 All occurrences/events however important, slight or unusual, referring to the following information must be noted down in the notebooks:

6.3.1 Reporting on and off duty;

6.3.2 Time of occurrence or event;

6.3.3 Extent of occurrence or event;

6.3.4 Relevant occurrence book serial number with due allowance; and

6.3.5 Follow-up actions taken in respect of occurrence or event.

6.4 Copying into Occurrence Book: All relevant information noted down in notebook must immediately or directly after return from a patrol be copied into the occurrence book.

6.5 Storage of Notebooks: The contractor must store the fully entered notebooks for a period of twelve months.

## **7. Two-Way Radios/ Push Talk or Cellphones**

7.1 The purpose of communication is the establishment of immediate communication between the different duty points and control on the site as well as between control on the site and control at the contractor's headquarters.

7.2 Bidders must have an operations/ control room, equipped with a communication system capable at all times of and in all conditions of communication with all visiting inspectors and officers at all sites to which officers are deployed as well as among officers on site. The facility must be manned by PSIRA registered, qualified and competent staff operating on a 24-hour basis, 365 days a year.

7.3 The control room is responsible for the day the day to day operational requirements of this bid and must be able to respond efficiently to all and every situation as may eventuate on any site to which a security officer is deployed.

7.4 Communication shall be directly linked with the Contractors control room at all times during the shift.

7.5 Hand Carried Radios/Push Talk: Serviceable hand carried radios or push talk must at all times be provided by the Contractor.

7.6 Base Communication: Contractors shall have base communication in their control rooms to ensure the good communication with each other which is audible at all times and able to relay information between the base and satellite.

7.7 There must be at least one method of communication for every guard point.

It is therefore a compulsory requirement and condition of this bid that the bidder must submit together with this bid document, before the closing date and time, a certified copy of a valid license from the Independent Communications Authority of South Africa (ICASA). If the license or frequency permit is sublet, the bidder must submit a certified copy of the subletting agreement with the license holder together with the proof that the signatory to the agreement is the holder of the valid license which must not be older than (12) months. Failure to submit the copy of the valid license or subletting agreement will result in the bid being disqualified.



## **SECTION D**

### **TECHNICAL REQUIREMENTS/ QUALIFICATIONS OF SECURITY PERSONNEL**

1. Only security officers who are already fully registered and who completed training in the Grade as recognized by Private Security Industry Regulatory Authority, and who have obtained a security clearance from SAPS shall be employed under this contract.
2. All security officers are to be in full time employment of the Contractor who shall be liable for payment of their compensation.
3. Male and female security officers may be deployed at the sites. However, where certain deployment has preferences, this will be discussed and agreed to between the Municipality and the Contractor. This is particular to cases of access control where body searches must be done. In such situations gender deployment is necessitated by the requirement that persons/ visitors may only be searched by a guard of their own gender.
4. The Contractor shall provide the security personnel required for the successful rendering of the service per premises as per Section G. The security officers must be able to write, read and speak English adequately and be able to legibly compile the occurrence book entries and reports. The Municipality will request the Contractor to replace any officer on site who does not satisfy these basic requirements.
5. It is the responsibility of the Contractor to ensure that the security personnel in his/ her service and especially those employed for the rendering of this service, meet the following requirements at all times:

#### **5.1 Supervisors**

- 5.1.1 Supervisors must be schooled to at least Standard Eight/ Grade ten (10) level;
- 5.1.2 Supervisors must have a good understanding of their post descriptions and duties;
- 5.1.3 Supervisors must at all times be capable of leading/controlling and supervising their subordinates; and
- 5.1.4 Supervisors must be able to communicate, read and write in English, IsiZulu and IsiXhosa.

#### **5.2 Security Guards**

- 5.2.1 Security Guards must be schooled to at least Standard six (6) /Grade Eight (8) Level;
- 5.2.2 Security guards shall be able to communicate, read and write in at least the English language; and
- 5.2.3 Security guards may not be younger than 18 years of age.

### **5. Supervisors and Security Guards**

- 6.1 Supervisors and security guards must have undergone and passed formal security training and that standard must be maintained.
- 6.2 At all times supervisors and security guards must present an acceptable image/appearance which implies, inter alia, that they must not publicly sit, lounge about, smoke, eat or drink while attending to people.
- 6.3 Supervisors and security guards must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no arguments with visitors/staff or discourteous behaviour towards them.
- 6.4 Supervisors and security guards must be physically and mentally healthy and medically fit for the execution of their duties.



6.5 Supervisors and security guards must be registered with the Private Security Industry Regulatory Authority, as required by Act No. 56, 2001 and be appropriately trained.

6.6 Supervisors and security guards are prohibited from reading or unnecessarily handling of Municipality documents without permission.

6.7 No information concerning Municipality activities may be furnished to the public or news media by the Contractor and/or his employees without the written permission of the Head of Municipality.

6.8 The Municipality reserves the right to ascertain from the South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the PSIRA whether the security personnel are registered with the PSIRA of security officers.

6.9 In the event that a body search has to be performed, this will be done by a guard of the same gender of the person being searched as indicated in paragraph 3 above.

## **7. Duty List**

7.1 The purpose of the duty list is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on duty.

7.2 Drawing up a Duty List: Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the Contractor and kept in the security control office of each site where such service is rendered.

7.3 Changes to the Duty List: Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

## **8. Duty Sheet**

8.1 Purpose: The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

8.2 The Contractor must have a duty sheet available at the site per duty point.

## **9. Patrol Duties**

9.1 Patrol the perimeter fence and premises on hourly basis. 9.2 Check and report on the following aspects:

9.2.1 Condition of perimeter fences;

9.2.2 External doors that are not locked after hours;

9.2.3 External lights which are not illuminated during hours of darkness;

9.2.4 Windows that are broken;

9.2.5 Security of all storage areas; and

9.2.6 Vehicles which are left in parking areas overnight.

## **10. Lost Articles**

10.1 Definition: Lost articles are articles found at the site and for which ownership cannot be established immediately. Such must be handed in at the control room.

10.2 All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed in to the Municipality representative immediately.

10.3 No deliveries by any person will be received at the control room. The necessary arrangements must be made by the Municipality representative.

## **11. Labour Unrest Incidents**

11.1 Definition: Labour unrest incidents are occurrences when the Municipality's personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.

### **11.2 Labour Unrest at the Site**

11.2.1 Contractor staff: The Contractor shall resolve the dispute between him/her and his/her staff outside the government premises but will remain responsible for safety and security of government property and its employees.

11.2.2 Municipality staff and property: The contractor shall assist the Municipality management to control Municipality personnel by inter-alia immediately contacting relevant authorities e.g. SAPS so as to ensure the safety of government assets and staff against vandalism.

## **12. Checking of Service**

12.1 Checking of service at the site shall be done at least once each shift by supervisory staff at the site as well as by the contractor himself on at least a quarterly basis.

12.2 The Municipality reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification. Should the Project Manager consider the standard of service objectionable, a formal written notification will be issued to the Contractor to rectify the objectionable situation to the standard required by the contract and specification as the case may be, at his/her own cost or charge. In the event of the Contractor disregarding the Project Manager instructions for a period of seven days or longer, the Head of Municipality is at liberty forthwith to employ other service providers/Contractors to perform the work or cause the work to be performed, and to charge any expense thereby incurred to the Municipality, and to deduct it from any sum due or to become due to the Contractor.

12.3 The Municipality reserves the right to require from the Contractor that any of his/her employees be replaced, in which case the employee(s) must leave the site forthwith. The Municipality will not be held responsible for any damages or claims which may arise because of this and the contractor indemnifies the Municipality against any such claims and legal expenses.

12.4 NOTE: The Municipality representative will have the right to check on a daily basis whether sufficient personnel are available at the site in terms of the conditions and specifications of contract.

12.5 All personnel shortages must be noted down in the occurrence book.

## **13. Investigations in terms of the Code of Conduct for Security Service Providers**

13.1 The Municipality reserves the right to contact the Private Security Industry Regulatory Authority to institute an inquiry into whether the contractor's workforce is registered with them and employees are in possession of training certificates of an accredited training center. Furthermore, the Municipality may check whether the contractor is paying security officers (for the purpose of this contract), the minimum monthly basic wage as prescribed for the Area concerned, Order for the Security Services Trade.

13.2 The Municipality reserves the right to vet the recommended company with the relevant organization before appointment.

## **14. Damages and Losses**

14.1 The Contractor shall be held liable for any damage or loss suffered by the Municipality, as a result of the Contractor's own or his/her employee's negligent or intentional act or omission.

14.2 The Municipality is indemnified against any liability, compensation or legal expenses in respect of the following cases:

14.2.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.

14.2.2 Damage to or destruction of any equipment or property of the contractor during the execution of their duties.

14.2.3 Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit/illegal arrests and other illicit/illegal wrongful deeds.

## **15. Third Party / Public Liability Insurance**

15.1 The Contractor shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.

15.2 A certified copy of such insurance contract/ quotation must be submitted together with the bid document. **Failure to submit the copy together with the bid on or before the closing date and time will result in the bid being disqualified.**

15.3 Evidence that such insurance premiums have indeed been paid, must be furnished annually. If during the course of the contract it is found that the Contractor no longer has a valid insurance, it will constitute breach of the contract and will result in the cancellation of the contract.

15.4 The minimum amount of Third Party/Public Liability Insurance as listed (Annexure D) and must include the use of firearms. The number of claims during the period of the Contract should be unlimited

## **16. Use of Municipality Equipment, Facilities etc.**

16.1. The Contractor may not, unless otherwise specified, make use of any of the Municipality's equipment, and/or property, including inter alia vehicles, stationery, firearms, rooms and furniture for purposes of compliance with the conditions. The Contractor shall be responsible for the payment of telephone calls made by his/her personnel.

16.2. The water and electricity required for the rendering of the services, shall be provided free of charge by the Municipality.

16.3. The Contractor shall ensure that Municipality property is not misused (e.g. Furniture, telephones, etc.).

16.4. Should the Contractor's staff make use of ablution facilities, these should be kept clean at all times.

## **17. Conduct of contractor and contractor's employees**

17.1 The Contractor shall ensure that his/her personnel refrain from littering and that they, at all times, keep the grounds and buildings occupied by them in a clean, hygienic and neat condition.

17.2 Under no circumstances are security personnel allowed to carry on any trading during their period of duty.

17.3 The Contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement, article or object of any nature whatsoever, in or against Municipality buildings or sites or any part thereof without written consent. The Contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.

17.4 Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The Contractor will be held responsible for the costs of such removal.

17.5 The equipment of the Contractor must be kept in a safe condition so as not to be a danger to staff, the public, the building which it is kept.

17.6 The reasonable comfort of and avoidance of disturbance to the staff of the site must be taken into consideration at all times (playing of music and radio or cell phones is prohibited).

18. The Contractor shall immediately report the occurrence of unguarded fire(s) to the resident Project Manager or representative of the Municipality. The Contractor will then assist in controlling the fire using all available staff without compromising security. Relief officers and all security officers not on duty will assist. The Project Manager will simultaneously summon assistance from Municipality staff and will take over-all control of all fire-fighting activities.

19. The Contractor shall immediately report any and all security incidents i.e. theft, burglary, any and all form of security breaches etc. to the resident Project Manager or representative of the Municipality.

20. The Contractor shall without fail on a monthly basis avail a senior official or representative to meet with the resident Project Manager or representative of the Municipality to provide both written and verbal report on the security status of the Municipality as well as any and all the security incidents for the month i.e. theft, burglary, any and all form of security breaches.

## **21. Termination of Service**

21.1 The stipulations of the General Conditions of Contract as stipulated in the bid document apply in particular to cases of any failure to comply with the conditions of contract, or where an unsatisfactory service is rendered.

Where there is a conflict between the provisions of the General Conditions of Contract and the provisions of this contract, the provisions of this contract shall prevail.

21.2 The contract will be terminated immediately should: -

21.2.1.1. The Contractor No longer qualify as security officer in terms of the Security Officers Act, No. 56 of 2001; or

21.2.1.2. The Municipality reasonably believe that the staff of the contractor is responsible for or involved in the theft/loss of the employer's property.

21.3 The Contractor must notify and remove the Employee immediately should any member of his/her security personnel no longer meet the requirements or conditions of the Security Officers Act, No.56 of 2001.

21.4 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Municipality.

21.5 Should the Contractor alienate his/her rights and liabilities in terms of this contract, he/she must notify the Municipality of Agriculture and Rural Development immediately so that the necessary steps for the cessation of the contract can be taken.

21.6 Apart from the immediate termination described in paragraph 21.2 the Municipality reserves the right to terminate the contract upon issuing of one month written notice should the needs of the Municipality change during the contract period.

## **22. Recruitment of Municipality Employees**

The Contractor shall not recruit or shall not attempt to recruit an employee of the Municipality for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

## **23. Push Talk, Radio License's and Number of Radios required at the Centre**

23.1 A license/s from I.C.A.S.A. (Independent Communications Authority South Africa) or letter from a Service Provider for Radio Trunking, Mid or High Band Radios must be handed to the Centre Management within one month of assuming duty at the Centre. All radio licenses are issued by I.C.A.S.A. The bidder must produce a certified copy of the Frequency License/s that are valid for the radio/s that will be used at the Centre to the Centre. If the radio/s are sub-letted, it is still the responsibility of the bidder to supply a certified copy of the valid license or original letter from the Service Provider to the Municipality.

23.2 Every guard point must have at least one means of communication.

## **24. Certificate from Private Security Industry Regulatory Authority**

A Certificate not older than twelve (12) months indicating that the Company is registered with the Private Security Industry Regulatory Authority must accompany the bid document. Failure to submit this Certificate will invalidate the bid.

## **25. Category of Security Officers**

- a. For the purpose of this contract, use will be made of the relevant Category Security Officers as published in the Government Gazette.
- b. The Contractor will be responsible for providing his/her own equipment, materials, consumables, etc., as well as uniforms and identification cards to all its employees at the Centre.
- c. The Municipality will provide water and toilet facilities, free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff.

## **26. Compensation**

### **26.1 Increase of compensation in the case of minimum wage amendments**

26.1.1 Should there be any change during the course of this contract in the wage scales of employees of the Contractor as a result of a statutory minimum wage determination; the Contractor shall be entitled to amend the compensation subject to the satisfaction and approval of the Head of Municipality.

The Contractor shall submit, together with his/her claim, an extract from the Gazette which clearly details the date that the wages were increased as well as an extract of the minimum wage table with the new wages for the various areas as documentary proof of the price adjustment and the effect thereof on the contract to the satisfaction of the Municipality of Agriculture and Rural Development Head Office.

26.1.2 Claims for wage increases shall be submitted to the Municipality (Head Office) as soon as possible but not later than thirty (30) days after the implementation date. If the claim is received more than thirty (30) days later, the prices will be dated only to the date on which the claim was proved to the satisfaction of the Municipality.

### **27. Pro rata decrease of compensation**

27.1 Should the service not be rendered to the satisfaction of the Municipality and unsatisfactory items/aspects/events have already, in writing, been brought to the attention of the Contractor, the Municipal Manager reserves the right, in addition to its other rights to retain any future payments owed to the Contractor for as long as the unsatisfactory service continues. The Contractor may not under any circumstances fail to remunerate its security officers in terms of law in this regard.

27.2. Similarly, no departure from or breach or non-fulfillment of the conditions of this contract shall be deemed to be a condonation, waiving or ratification of such departure, breach or non-fulfillment unless such condonation, waiving or non-fulfillment has been agreed to in writing by both parties.

### **27.3 Minimum Wages**

27.3.1 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, at a rate prescribed PSIRA. The Municipality reserves the right at any time to request documentary proof of compliance with the minimum wage as per sector determination. The proof

may include but not limited to the copy of the salary advice from any of the officers on site. Failure to produce such proof will constitute breach of the contract and may result in the cancelation of the contract.

27.3.2 Noncompliance with the payment of minimum wage constitutes breach of the contract and may result in the Municipality cancelling the contract.

## **28. Curtailment of Service**

28.1.1 The Municipal Manager reserves the right to withdraw from the service any part/s of the site or the site as a whole, with one month's written notification to the Contractor. In a case such as this the parties will no longer be bound by the stipulations of this contract. The contract sum will be adjusted pro rata from the date of withdrawal.

28.2 Should the site or part/s of the site in respect of which the service is rendered, be damaged or destroyed by force major or fire, the Municipal manager shall have the discretion to determine which part/s of the Centre/s could or should no longer be used as part of the original utilization, and in respect of such unusable part/s of the site the parties will no longer be bound by the stipulations of this contract, unless otherwise agreed to in writing and signed by both parties.

28.3 In respect of the part/s of the site which shall remain in use, the stipulations of this contract shall remain valid, but the contract amount shall be decreased pro rata as from the date that the part of the site was withdrawn from the contract.

28.4 Should such damaged Centre or part/s of the Centre/s be repaired, the Head of Municipality could request the contractor, by means of one month's written notification, to resume the service, in which case the stipulations of this contract in respect of the rendering of service and the contract amount shall be applicable.

## **29. Information required from bidder**

**Bidders must provide the following particulars about themselves as part of the bid:**

29.1 Location of Headquarters.

29.2 Location of Regional Offices.

## **30. Turns of duty**

No security staff shall do continuous duty for longer than twelve (12) hours or what is legally prescribed.

31. Site meeting

## **32. Records**

**The Contractor must keep proper:**

32.1 Staff files as well as all appropriate documents of all security personnel in his service who are employed for rendering of the service in terms of this contract. The appropriate staff files shall include, inter alia, the scholastic, registration, and medical certificates and security clearances of personnel under the contractor's employ and their financial remuneration.

# **UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-08-2025:**

## **PROVISION OF SECURITY SERVICES AND ACCESS CONTROL (36 MONTHS)**

**FORMS TO BE COMPLETED BY THE BIDDER**



### 3. AUTHORITY TO SIGN

#### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

#### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES	NO
---	-----	----

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



### 3. PARTNERSHIP

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

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

### 4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_  
(Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

### DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Umuziwabantu Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

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

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

#### FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
--	---

**SCHEDULE A –  
CONFIRMATION OF REGISTRATION OF TENDERER ON UMUZIWABANTU SUPPLIER  
DATABASE AND NATIONAL TREASURY DATABASE**

<b>TENDERER NAME</b>	<b>NATIONAL TREASURY DATABASE REGISTRATION NUMBER</b>

A tenderer who is not registered on the Umuziwabantu Supplier Database and National Treasury Database ( CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

**TENDERER'S SIGNATURE:** .....

## FORMS TO BE COMPLETED BY THE BIDDER

### FORM OF ACCEPTANCE

DEPARTMENT: \_\_\_\_\_

FORM OF BID: \_\_\_\_\_

**To: Municipal Manager  
Private x1023  
Harding  
4680**

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Umuziwabantu Municipality at prices quoted and/or to render all of any of the services described in the attached documents to the Umuziwabantu Local Municipality on the terms and conditions in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Umuziwabantu Local Municipality the validity period of 120 days indicated and calculated from the closing time of bid;
  - 2.1 This bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
  - 2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;
  - 2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  - 2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

3. This bid, together with Council's written acceptance thereof, shall constitute a binding contract between us that this contract or part thereof shall not be ceded;

4. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

\_\_\_\_\_  
\_\_\_\_\_

5. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

6. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.

7. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

Are you duly authorised to sign the bid?

Has the Declaration of Interest been duly completed and included with the other bid forms?

\*Delete whichever is not applicable

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBERS: \_\_\_\_\_

FACSIMILE NUMBERS: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

**MBD 4**  
**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state?

YES	NO

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>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.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

YES	NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

3.12.1 If yes, furnish particulars.

YES	NO

.....

.....

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

<b>YES</b>	<b>NO</b>

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**



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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of 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 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

**“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME

## GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price		80		
Ugu District Municipality		20		
KZN Province		10		
Other		5		
Total		<b>100</b>		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**CONTRACT FORM -RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to Umuziwabantu Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number UMUZ-19-2019 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 date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

Invitation to bid;

Tax clearance certificate or SARS PIN number;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;

Declaration of interest;

Declaration of Bidder's past SCM practices;

Certificate of Independent Bid Determination;

Special Conditions of Contract;

General Conditions of Contract; and

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 services 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 fulfilment 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. confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

.....

.....

**CONTRACT FORM -RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....

accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT).....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....  
.....

## 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

### PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number Code \_\_\_\_\_ Number \_\_\_\_\_

Cellphone Number \_\_\_\_\_

Facsimile Number Code \_\_\_\_\_ Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Company / Enterprise Income Tax

Reference Number: \_\_\_\_\_

Has a valid Tax Clearance Certificate been attached (MBD2)

**NO / YES**

Vat Registration Number \_\_\_\_\_

Company Registration No \_\_\_\_\_

Is the Firm registered or does it have a Business Licence(s):

(Tick one box)

☐ YES

☐ NO

If YES, give details and quote relevant Reference numbers and dates

\_\_\_\_\_

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Are you the accredited Representative in South Africa for the Goods / services offered by you

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorised to sign on behalf of: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

ENQUIRY CONTACT DETAILS

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY: UMUZIWABANTU LOCAL MUNICIPALITY

DEPARTMENT: SUPPLY CHAIN MANAGEMENT AND/OR COMMUNITY SERVICES

CONTACT PERSON: Mr L Ndawonde or Mr S.N Zungu

TEL: 039 433 3500

EMAIL: [Indawonde@umuziwabantu.gov.za](mailto:Indawonde@umuziwabantu.gov.za) or [szungu@umuziwabantu.gov.za](mailto:szungu@umuziwabantu.gov.za)

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