

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: GMT045/25-26**

**TENDER FOR THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION (VIP) VARIOUS LEVELS OF GUARDING SERVICES, ARMED RESPONSE, ALARM INSTALLATION AND LAND INVASION PREVENTION ACROSS GEORGE, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029**

ENQUIRIES: MS. L MEIRING  
 YORK STREET  
 GEORGE  
 (044) 801 6367

ISSUED BY:  
 MUNICIPALITY OF GEORGE  
 P O BOX 19  
 GEORGE  
 6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

<b>Total Rates</b> (All Applicable Taxes Included)	<b>Various Rates</b>
--	----------------------

**PREFERENCES CLAIMED FOR:**

B-BBEE Status Level of Contributor and Point Claimed:	Level: _____	Point Claimed: _____
Locality Status and Point Claimed:	Locality: _____	Point Claimed: _____

**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSURES AT 12H00 ON MONDAY, 18 MAY 2026**

## INDEX

DESCRIPTION	PAGE NUMBERS
Tenderer Contact Details	3
Advertisement	4 – 5
Invitation to Bid	6
Details of Tenderer	7
Details of Tendering Entity's Bank	8
Resolution taken by the Board of Directors / Members / Partners	9
Resolution taken by the Board of Directors of a Consortium or Joint Venture	10 – 11
Joint Venture Information / Agreement	12
Schedule of Proposed Sub-Contractors	13
Tender Specifications	14 – 81
Pricing Instructions & Pricing Schedule	82 – 95
Past Experience	96
The Tender Offer and Acceptance	97 – 99
MBD1 – Tax Compliance Information	100 – 101
MBD4 – Declaration of Interest	102 – 105
MBD 5 - Declaration for Procurement Above R10 Million	106 – 107
MBD6.1 – Preference Points Claim form	108 – 114
MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	115 – 116
MBD9 – Certificate of Independent Bid Determination	117 – 119
Certificate for Municipal Services	120
General Conditions of Contract	121 – 132

## **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....	<b>Mark choice of correspondence with X</b>
Postal Address: ..... ..... ..... ..... Postal Code: .....	
E-mail Address: .....	
Telephone Number: .....	
Cellular Number: .....	
Facsimile Number: .....	

**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NUMBER / NOMMER: GMT045/25-26**

Tenders are hereby invited for the **Appointment of Specialised Service Providers for the provision of Security Services, Executive Protection (VIP) various levels of Guarding Services, Armed Response, Alarm Installation and Land Invasion Prevention across George, as and when required, from date of appointment until 30 June 2029.**

Tenders word hiermee ingewag vir die **Aanstelling van Gespesialiseerde Diensverskaffers vir die verskaffing van Sekuriteitsdienste, Uitvoerende Beskerming (VIP) verskillende vlakke van Wagdienste, Gewapende Reaksie, Alarminstallasie en Voorkoming van Grondbesettings regoor George, soos en wanneer nodig, vanaf die datum van aanstelling tot 30 Junie 2029.**

Completed tenders in a sealed envelope, clearly marked:

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

**Tender No. GMT045/25-26** must be placed in the tender box at the George Municipality on the **Fifth Floor**, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Monday, 18 May 2026**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

**Tender Nr. GMT045/25-26** moet voor **Maandag, 18 Mei 2026 om 12:00** in die tender bus by die George Munisipaliteit op die **Vyfde Vloer**, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender documents are available at a non-refundable deposit of R297.85 each from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George.

Tender dokumente is verkrygbaar teen 'n R297.85 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za).

**A compulsory briefing session will be held on Thursday, 07 May 2026 at 10:00 in the Conference Hall, Civic Centre, George Municipality.**

**'n Verpligte inligtingsvergadering sal in die Konferensiesaal, George Burgersentrum, George Munisipaliteit op Donderdag, 07 Mei 2026 om 10:00 gehou word.**

**Tenderers arriving after 10:15 will not be allowed into the meeting.**

**Tenderaars wat later as 10:15 arriveer sal nie in die vergadering toegelaat word nie.**

**Non-attendance of the compulsory briefing session will disqualify your tender.**

**Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.**

**Tenders will be evaluated follows:**

**Tenders sal as volg ge-evalueer word:**

**Stage 1: Administrative Compliance and Mandatory Requirements per category as per tender specifications.**

**Fase 1: Administratiewe Nakoming en Verpligte Vereistes per kategory soos per tender spesifikasies.**

**Stage 2: Functionality Criteria**

Only tenderers scoring a minimum of 75 out of 100 points in this stage per category will be further considered for evaluation in phase 3.

**Fase 2: Funksionaliteit Kriteria**

Slegs tenderaars wat 'n minimum van 75 uit 100 punte behaal in die fase per kategory, sal verder vir evaluering oorweeg word vir fase 3.

**Stage 3: Price, B-BBEE and Specific Goals:**

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Ms. Lee-Anne Meiring at (044) 801 6367 or [lameiring@george.gov.za](mailto:lameiring@george.gov.za).

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

An alternative tenderer may be appointed.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**MR. B ELLMAN  
ACTING MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

**Fase 3: Prys, B-BBEE en spesifieke doelwitte:**

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Ms. Lee-Anne Meiring by (044) 801 6367 of [lameiring@george.gov.za](mailto:lameiring@george.gov.za).

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'N alternatiewe tenderaar kan aangestel word.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**MNR. B ELLMAN  
WAARNEMENDE MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION (VIP) VARIOUS LEVELS OF GUARDING SERVICES, ARMED RESPONSE, ALARM INSTALLATION AND LAND INVASION PREVENTION ACROSS GEORGE, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029**

BID NUMBER: GMT045/25-26

CLOSING DATE: 18 May 2026

CLOSING TIME: 12:00

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

Supply Chain Management Unit  
The Civic Centre (5<sup>th</sup> Floor)  
York Street  
GEORGE

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

### DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
<b>Contact Details of the Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

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

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_

NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
 (Place) (Date)

**RESOLVED THAT:**

- The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER:**  
**GMT045/25-26 – APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION (VIP) VARIOUS LEVELS OF GUARDING SERVICES, ARMED RESPONSE, ALARM INSTALLATION AND LAND INVASION PREVENTION ACROSS GEORGE, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029**

- Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
 (SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_ NAME OF TENDERER \_\_\_\_\_

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER:  
GMT045/25-26 – APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE  
PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION (VIP) VARIOUS  
LEVELS OF GUARDING SERVICES, ARMED RESPONSE, ALARM INSTALLATION  
AND LAND INVASION PREVENTION ACROSS GEORGE, AS AND WHEN  
REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_

2. Mr/Mrs/Ms \_\_\_\_\_  
In his/her capacity as \_\_\_\_\_  
and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

\_\_\_\_\_

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

**SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

***If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.***

Sub-Contractor's Name	Work Activities to be undertaken by the Sub-Contractor/s	Work Recently Executed by Sub-Contractor/s

## TENDER SPECIFICATIONS

### TECHNICAL SPECIFICATIONS

The following minimum technical specifications are applicable and must be complied with:

#### 1. INTRODUCTION

George Municipality wishes to appoint a panel of security contractors who can deliver services in various areas for the security of Municipal sites and staff. The contract entails the following details:

- Armed and unarmed guards on current established sites which are subject to change, as well as ad-hoc services on an as and when required basis.
- Installation of alarms and beams and associated services at various sites within the George Municipal area as and when required.
- Monitoring installed alarms and armed response to incidents where alarms activate.
- Provision of close protectors for personal protection of staff and Council officials on an as and when required.
- Anti land invasion and associated services as and when required.

The Contract entails the provision of comprehensive security unarmed static guards to the following within the area of the George Municipality. The contract must provide best practice advice and site instructions/SOP's on how to achieve a safe and secure environment and provide the Municipality with Site Instructions. For the purposes of this tender, George Municipality will consider all prices and retain the right to allocate the tender/tenders in terms of budget availability and to a panel of providers.

The list below is the list where guards are currently required and are subject to change in the medium term. Where it is stated on an as and when required, it means that the requirements are normally for high season periods such as December and January.

Conville	George	Pacaltsdorp
Conville Swimming Pool	Refuse Removal	Gwaing Caravan Park Pacaltsdorp
Maraiskamp Sports Field	Transfer Station	Gwaing Wastewater Treatment Works
Bloukop Koggelmander Pumpstation	Glenwood Electrical Substation	Schaapkop Electrotechnical Substation
Bruce Street Pumpstation - Borchards	Nelson Mandela Substation	Beukes Street Pumpstation
Buffalo Pumpstation	Power Station PW Botha boulevard	New Dawn Park Info Centre
Golfstraat Pumpstation	Landfill Station	Pacaltsdorp Housing

Lawaaikamp Hall	Brick Road / Civil Camps - Industrial	Pacaltsdorp Protea Substation
Lawaaikamp Sports Field	Brick Road - Electrotechnical Building	Pacaltsdorp SMME Enterprise Facility
Molenriver Pumpstation	Outeniqua Wastewater Treatment works	Pacaltsdorp Thusong Service Centre
Economic Development Worker Collection Point	Civil Works	Pacaltsdorp Traffic Department
Rosemoor Old Age Accommodation	George Library	Pacaltsdorp Sports Field
Rosemoor Sports Field	Main Building York Street	Smarty Town P/Station
Conville Library	Motor Vehicle Registration	Rosedale Hall
Uniondale/Haarlem	St Mark Cathedral	Themba lethu
Haarlem Civic Centre	Tourism Office George Office	Themba lethu Water Pumpstation West
Haarlem Water Treatment Works	Garden Route WW	African sub station
Haarlem WWTW	9th AVE Water Treatment Plant	Themba lethu Fire Department
Uniondale Head Office	11th AVE Water Treatment Works	Themba lethu – Pumpstation 1
Uniondale Pumpstation	Hoekwil Fire: Electrotechnical Container: Hoekwil Substation	Themba lethu – Pumpstation 2
Uniondale Refuse Site	Kleinkrantz WWTW	Themba lethu - Pumpstation 7
Uniondale Swimming Pool	Touwsrante n Community Hall	Themba lethu – Pumpstation 5
Uniondale Wastewater Treatment Works	Touwsrante n Sports Field	Themba lethu Sports Field
	Wildernis Water Purification	Themba lethu Swanepoel Building
	Blanco Library	Themba lethu Thusong Building -
	Malgas Pump Station – Blanco	Themba lethu Substation (Near Themba lethu Primary School)
	Blanco MVR	Themba lethu Water Pumpstation Central next to Police Station

	Blanco Sports Field	Thembaletu Water Pumpstation East
	Blanco Water Treatment Works	
	George Substation	
	Junior Traffic Training Centre	
	York Hostel	
	Garden Route Dam Boom/Picnic	
	Herold's Bay Beach	
	Tamsui Substation	
	Leentjiesklip Beach	
	Wilderness Beach	

Various ad-hoc security services will also be required on an ad hoc basis when required. These services will include armed guards, special event security as well as tactical officers.

The municipality is faced with continuous proliferation of informal settlements and land invasion, particularly on the periphery of the urban areas. The Municipality is required to appoint a PSIRA accredited service provider who can assist the Municipality in monitoring and protecting land against invasion and to deal with demolitions and evictions.

The municipality is also intent on reviewing all security sites with the intention of replacing guards with the latest technology in security measures due to budgetary constraints.

The George Municipality herewith extends this invitation to call for tenders from experienced and suitable qualified service providers who meet the eligibility and functionality criteria as set out herein.

## 2. PURPOSE

A need has been identified for security services at various municipal premises and sites within the George Municipal Area of Jurisdiction. As such, the Municipality identified the need for effective and efficient access control, safety and security of assets and employees of Municipality situated in high-risk areas.

The objective of this bid is to appoint service providers to undertake security related services to the George Municipality from date of appointment until 30 June 2029. The services required includes various levels of guarding services, armed response, VIP protection, alarm installation and Land invasion prevention.

All the services will only be on an ad hoc, as and when required service. The current security sites as listed above, will be reviewed in the future, with the intention on decreasing the number of guards, to consider less personnel intensive security and more technology efficiency when possible.

### **3. BACKGROUND**

The George Municipal Area includes the areas of Thembalethu, Conville, Pacaltsdorp, town and certain rural areas inclusive of Uniondale and Haarlem. Security related services needed must be provided on all identified premises in George Municipality.

The award of the contract will be allocated to a panel of successful service providers due to the magnitude of the contract. The tender will be allocated per area (Conville, Pacaltsdorp, George CBD area, Thembalethu or rural areas of Uniondale and Haarlem). The tender will be allocated to a maximum of two (2) regions per bidder. Additional sites may be required from time to time as the need arises and will be allocated to each area at the discretion of the Municipality.

The panel of providers will be limited to those bidders whose rates are considered market related and in line with the Security Association of South Africa illustrative pricing guidelines.

Only if the following is adhered to will a provider be added to the panel:

- If the bidder is eligible in terms of the requirements as set out in this document
- If the bidder proves to reach the functional requirements
- If no tender collusion or rigging is found (council reserves the right to vet all companies)
- If the rates tendered are market related to the service required

Bidders must tender for the whole of the specific part of the tender i.e., for Part A (which includes B and C) All items in the pricing/costing schedules must be completed for the whole Part.

Part D can be tendered on its own. All items in the pricing/costing schedules must be completed for the whole Part.

Part E can be tendered on its own or with Part D.

Part E can be tendered on its own as a whole part. All items in the pricing/costing schedules must be completed for the whole Part.

Part F may be submitted independently; all pricing/costing schedule items must be completed for the entire Part.

Part G can be tendered on its own as a whole part. You need to fill out every section of the pricing and costing schedules for the entire Part.

Bidders may also bid for installation of alarms and beams but must bid for all items in the costing schedules for that Part.

The parts are the following:

- 3.1 Guarding and Ad hoc services (Part A, B and C).
- 3.2 Installation of alarms and beams and related equipment (Part D).
- 3.3 Monitoring of alarms and armed response (Part E).
- 3.4 Close protection services (Part F).
- 3.5 Anti land invasion and associated services (Part G).

To mitigate risks, the Municipality will perform background verification on information provided by the bidder(s). In addition to Breach/Default procedures, penalties will be imposed (for omissions by service providers) at George Municipality's discretion. It is one of the duties of the service provider's management to ensure that required items and personnel are present, correct, and operational. Random inspections will be conducted by Law Enforcement staff to enforce provisions of the contract, and where required, penalties will be imposed.

The Municipality reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time. For example, allocation of work: If George Municipality appoints a panel of service providers – in other words more than one successful bidder per area– then the allocation of work will depend among other things on price (we need to take into account the budgets of the Municipality's departments) and ongoing service monitoring: those who provide an unacceptable service may be removed from sites, and those sites / tasks could be added to the work allocation of contractors who provide acceptable service.

Service providers will be appointed as part of a panel of providers. The allocation will be per area with the provision that no more than two (2) areas will be allocated per provider. Before any site is taken up, a separate quote must still be submitted and formally accepted. This quote must be in terms of the tendered rate.

#### **4. ELIGIBILITY CRITERIA**

**Only those bidders who meet the following eligibility criteria are eligible to submit tenders:**

##### **4.1 Guarding services as listed above and AD-HOC Services**

- (a) Who are registered with the Private Security Industry Regulatory Authority (PSIRA). Proof of registration must be attached to this bid document.
- (b) Who can provide valid proof of at least one of the Directors of the company PSIRA Grade A certificate.
- (c) Who can provide valid proof of company registration. Proof must be attached to this bid document.
- (d) Who can provide a valid letter of good standing from the Office of the Compensation Commissioner within a valid dated period. (Compensation for

occupational injuries and diseases Act 130 of 1993). Proof must be attached to this bid document.

- (e) Who can provide proof of ICASA Licenses in the company's name or a written confirmation letter of sub-contractor confirming that services will be sub-contracted and to submit proof of the ICASA license of the sub-contractor. Proof must be attached to this bid document.
- (f) who can provide proof of Provident Fund Registration document. The latest compliance certificate valid at the tender closing date, stated that the security service provider has made payments in full to comply with the requirements of the fund. Proof must be attached to this bid document.
- (g) Who can provide proof of valid Firearm Licenses in the name of the company. Proof must be attached to this bid document (this is only applicable to bidders who submit a bid for the guarding services and all ad-hoc services).
- (h) Who can provide a detailed proposal of how they will approach the project, including a high-level project overview, interpretation of project objectives, project methodology, implementation plan, process steps, timelines, project deliverables, project management plan, proposed SOP's and previously completed similar risk and threat assessment for the scope of work.
- (i) Who can provide evidence of their ability to conduct a security and risk assessment.

#### **4.2 Installation of Alarms and beams and related equipment**

- (a) Who are registered with the Private Security Industry Regulatory Authority (PSIRA). Proof of registration must be attached to this bid document.
- (b) Who can provide proof of company registration. Proof must be attached to this bid document.
- (c) Who can provide a valid Letter of Good Standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993) from the Compensation Commissioner (COIDA) within the valid dated period (proof to be attached to the submitted bid documentation); and

#### **4.3 Monitoring of Alarms and Armed Response**

- (a) Who are registered with the Private Security Industry Regulatory Authority (PSIRA) and South African Intruder Detection Services Association (SAIDSA) (Proof of a valid registration must be attached to this bid document).
- (b) Who can provide proof of company registration. Proof must be attached to this bid document.
- (c) Who can provide a valid letter of good standing from the Compensation Commissioner (COIDA) within the valid dated period. Compensation for

Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993). (Proof must be attached to this bid document).

- (d) Who can provide proof of ICASA Licenses in the company's name or a written confirmation letter of sub-contractor confirming that services will be sub-contracted and to submit proof of the ICASA license of the sub-contractor for the base station utilised in the control room (Proof must be attached to this bid document).
- (e) Who can provide proof of Provident Fund Registration Number/document. The latest compliance certificate valid for the current date stated that the security service provider has made payments in full to comply with the requirements of the fund (Proof must be attached to this bid document).
- (f) Who can provide proof of valid Firearm Licenses in the name of the company and proof of Official Institution registration at the Central Firearms registrar (Proof must be attached to this bid document).
- (g) Who can provide alarms that are able to function via PTTN, WI FI, GSM or RF Radio as some of the sites are more remote than others.
- (h) Who can provide a valid driver's license for each response officer employed in the company.

#### **4.4 Close protection services**

- (a) Who are registered with the Private Security Industry Regulatory Authority (PSIRA). Proof of registration must be attached to this bid document.
- (b) Who can provide a list of employees who are accredited PSIRA close protectors who have completed an accredited close protector course.
- (c) Who can provide proof of company registration. Proof must be attached to this bid document.
- (d) Who can provide a letter of good standing from the Office of the Compensation Commissioner within a valid dated period. (Compensation for occupational injuries and diseases Act 130 of 1993). Proof must be attached to this bid document.
- (e) Who can provide proof of Provident Fund Registration document. The latest compliance certificate valid at the tender closing date, stated that the security service provider has made payments in full to comply with the requirements of the fund. Proof must be attached to this bid document.
- (f) Who can provide proof of valid Firearm Licenses in the name of the company. Proof must be attached to this bid document (this is only applicable to bidders who are registered as Close protectors at PSIRA).
- (g) Who possesses and can provide a suitable vehicle for the duration of such close protector duties (minimum requirements a suitable, reliable, non-conspicuous

executive-class vehicle not older than three (3) years). Proof of rental agreement or ownership to be attached to this document.

- (i) Who can provide a valid driver's license for each protector employed in the company.

#### **4.6 Land invasion monitoring and land clearance**

- (a) Who are registered with the Private Security Industry Regulatory Authority (PSIRA). Proof of registration must be attached to this bid document.
- (b) Who can provide proof of company registration. Proof must be attached to this bid document.
- (c) Who can provide a letter of good standing from the Office of the Compensation Commissioner within a valid dated period. (Compensation for occupational injuries and diseases Act 130 of 1993). Proof must be attached to this bid document.
- (d) Who can provide proof of Provident Fund Registration document. The latest compliance certificate valid at the tender closing date, stated that the security service provider has made payments in full to comply with the requirements of the fund. Proof must be attached to this bid document.
- (e) Who can provide proof of valid Firearm Licenses in the name of the company. Proof must be attached to this bid document.
- (f) Who possesses and can provide suitable vehicles and equipment for such duties, including an armoured vehicle, equipment to remove structures and remove fencing and provide storage facilities (Evidence of access to secure storage facilities of adequate size (minimum 100m<sup>2</sup>). Proof thereof to be attached to submission for tender.
- (g) Who can from time to time demolish illegal structures (temporary or permanent) which are in contravention of municipal by laws and National Building Regulations upon receipt of relevant court order.

**ALL THE ABOVEMENTIONED DOCUMENTS UNDER EACH SECTION MUST BE VALID AT THE TIME OF TENDER CLOSING. BIDDERS WHO FAIL TO SUBMIT THE REQUESTED DOCUMENTS UNDER EACH SECTION ABOVE WILL BE DISQUALIFIED.**

### **5. SCOPE OF THE SERVICES**

#### **5.1. Guarding Services:**

The Security Service provider(s) contracted shall employ every lawful means to adequately secure Council's premises and personnel against theft, burglary, trespassing, to prevent loss of life, property, equipment, etc. through damage, theft, explosion and fire, sabotage, espionage, and other occurrences by keeping an Occurrence Registers and providing the following Security Services:

- (a) **Access Control:** shall include but not limited to monitoring entering and exiting of vehicles, employees/ pedestrians into the Municipality's premises inclusive of unauthorized removal of Municipality's assets and property. Always explain to

visitors that firearms are not permitted and that they must declare all their personal items when entering Municipality's premises.

- (b) **Patrolling duties:** shall include but are not limited to the physical patrolling of Municipality's premises to prevent criminal activities before it happens and the prevention of any untoward incidents, by reporting any incidents and/or deviations and ensure they are recorded in the Occurrence Book. Patrols must be conducted every 30 minutes. Equipment must be in working order all the time.
- (c) **Guarding duties:** shall include but are not limited to physical guarding of the Municipality's premises, assets and properties.
- (d) **Protection duties:** shall include but not limited to escorting all contracted service providers/personnel and Municipal staff as and when required.
- (e) **Assistance with unrest:** shall include but not limited to provision of additional security officers during labour unrest and protest action as and when required.
- (f) **Key Control:** shall include but not limited to safekeeping of keys, opening and locking of entrances in line with Municipality's requirement and/or policy. Municipality shall hold the Contractor responsible for losses that occur because of lack of key control by the security officers.
- (g) **Communication System:** provision of radios, linked to the contracted company's (bidders') Control Room which must be supported by armed response.
- (h) **Registers & documents management:** Always update registers and handle any unauthorized items as per procedure and issue necessary documentation.
- (i) **Incidents Management:** Report the incident immediately and conduct investigations within 24 hours and submit report within 5 days. This includes theft/ loss/ damages.
- (j) **Occurrence books:** every completed/full book to remain the property of the Municipality and can be inspected and/or requested at any time by an authorized Official of the Municipality.
- (k) **Compliance:** valid PSIRA identification cards, firearm competency certificates, firearm permits, dog handler training certificates must be carried/on-site whilst on duty and comply with all approved security related legislation, code of conduct and procedures; and
- (l) **Site Inspections:** shall include but not limited to the inspection of all sites by a senior security officer (Supervisor) at least two times per shift at intervals of not less than 3 hours.
- (m) **Radio communications:** the bidder must, at their own costs, provide the control room of the George Municipality with a company owned communication radio system for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the company to ensure the equipment they provided has been removed from the Municipality's control room at their own costs.
- (n) **Overtime:** no double shifts will be allowed. No more than 12 hours' work to be performed per day.

5.2. The prospective service provider will provide security services to safeguard municipal property and infrastructure and to ensure safety and security of Council's premises/workplaces/buildings as well as Council vehicles and employees vehicles in the parking bays and should therefore adhere to the following, namely:

**5.2.1. Security Services (Work Methodology)**

- (a) Security personnel must conduct patrols along the perimeter fence around municipal premises 24/7 and record all patrols in the occurrence book in a detailed manner.
- (b) Conduct parking patrols and check all municipal vehicles parked on site. All parked municipal vehicles must be recorded daily on the register to be provided.
- (c) All visitors/contractor vehicles entering and leaving municipal premises must be registered and searched. Searches must be conducted in strict accordance with the law, requiring the explicit consent of the driver/owner. Refusal to consent to a search must be reported immediately to the appropriate authority and may result in the denial of access to the premises.
- (d) Security personnel at the check point must ensure that all electronic equipment and firearms are declared and recorded in the register.
- (e) Security personnel to prevent criminal activities before it happens by conducting general crime prevention in and near the vicinity of the outside of the perimeter walls of the Municipal property.
- (f) Security personnel must arrest, lay a charge against perpetrators, and give evidence in court when allowed. The guards assigned to high-risk duties must hold the necessary PSIRA Special events or Advanced Security grades and their training/Standard Operating Procedures must conform to the law regarding citizen arrest.
- (g) Security personnel must remove vagrants, people trespassing and all unauthorized people from sites/premises/outside perimeter and area (3 m<sup>2</sup> around the outside fence if there is one).
- (h) Security personnel must monitor alarms/surveillance equipment on-site where applicable.
- (i) Security personnel at the entrances must ensure that all firearms are declared and kept in the gun safe.
- (j) Security personnel must perform their duties in line with the Control Access to Public Premises and Vehicles Act. 1985 (Act 53 of 1985) and any other relevant legislation.

- (k) Security personnel at the check point must ensure that all municipal staff produce their relevant identification (if applicable).
- (l) Security personnel on site must ensure that all incidents are recorded in the Occurrence book and reported immediately to the Site supervisor, who in turn must report immediately to the Security Contract Supervisor / Manager of the Municipality.
- (m) All prescribed patrols conducted must be reported in the Occurrence Book. (Not all in order or in good condition – be specific.
- (n) Patrols must be conducted in accordance with the guard monitoring system, which must always be functional and in good order.
- (o) Intervals between patrols must not be longer than 30 minutes including the guarding system patrols. Ad-hoc/unplanned patrols must also be conducted daily.
- (p) Patrols must not be conducted in the same sequence/duration. Time and route must be rotated.
- (q) During patrols, the Security personnel should ensure that:
- If there are any windows and doors open after working hours, it should be reported in the occurrence book, per floor and office block.
  - All municipal vehicles parked in parking areas should be checked and monitored.
  - All vehicles parked in the parking areas should be checked and monitored.
  - All vehicles leaving the premises must be stopped at check points and the Security Officers must search for the vehicle; and
  - Ensure that no suspicious person wanders between vehicles parked outside.
- (r) At the entrance/gate areas the Security Officers on site must ensure that:
- Security Personnel/Guards to be stationed at entrance/gate areas must be fully conversant in English, as they will be interacting with municipal clients & stakeholders daily, be able to address internal & incoming calls, take & distribute messages (in a professional manner).
  - All visitors entering the premises must complete the visitors' register and ensure that the host knows about the visitor and comes and collects the visitor.
  - The security personnel on site must ensure that the host has signed off the visitor's slip.

- All visitors leaving the premises must submit/return the completed visitors slip. Any unreturned slips must be reported with detail to the Security Unit/Office at 08h00 the following working day.

### **5.2.2. Management**

- (a) The service provider must nominate a suitable person based in the George to act as “contract manager” with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between George Municipality and the contractor.
- (b) The service provider must replace the “contract manager” upon receipt of a written request from George Municipality if the Municipality is dissatisfied with the performance or actions of the “contract manager.” In the event a written request was received the contractor must investigate the request and remedy within 7 days. If the problem can’t be remedied within 7 days, the contracts manager must be removed.
- (c) The service provider must ensure that security personnel have relevant training and qualifications as per PSIRA grading requirements.
- (d) The service provider must replace any Security Officer upon receipt of a written request from George Municipality if the Municipality is dissatisfied with the performance or actions of the Security Officer.
- (e) The service provider must ensure that regular meetings with the Municipal Security Contract Supervisor / Manager are conducted (Work Methodology) and relevant reports produced and submitted on time. Address complaints raised by municipality within 12 hours or as agreed.
- (f) The service provider must ensure that all incidents are recorded in the Occurrence Book correctly.
- (g) The service provider must ensure that the municipal sites are visited twice per shift. (Work Methodology).
- (h) The service provider must ensure that authorized municipal personnel are provided with the guarding patrol report. (Reporting).
- (i) The management of the security service provider must ensure that all security personnel comply with the Firearms control Act of 2000 (Compliance).
- (j) The Security Officers must report on duty 15 minutes before the shift starts and the service provider must ensure that proper handover is done and recorded when changing shifts.
- (k) The security personnel must wear full security uniform (company uniform), and they must be provided with raincoats and umbrellas for rainy seasons.
- (l) In the event of an incident on site the responding time should not be more than 15 minutes, and service provider must conceal the scene of incident.
- (m) The service provider must make sure that all Covid-19 regulations as well as any applicable legislation and protocols are adhered to (if required).

- (n) All security breach incidents occur on site e.g. break-ins and theft, the municipality must be informed immediately within one (1) hour via phone/email for all major incidents (theft, break-in, injury or serious misconduct. The incident must be thoroughly investigated by the service provider, and a preliminary report must be submitted to the municipality within 48 hours and final report within 5 days. The service provider will be liable for any loss due to negligence or due to failure by posted guards/security personnel to carry out their assigned duties and/or implement standard operating procedures.
- (o) The security contract manager is to provide a risk assessment for each site that is guarded, within one (1) week of handover of the site.
- (p) The security contract manager is responsible for holding a site meeting at each site, with the municipal unit manager of each site and compiling the Standard Operating procedures for each site after consultation with the Municipal contract manager for Community Safety. Such SOPs are to be submitted via email to the unit manager of the site and Community Safety within one (1) week of site handover.
- (q) Each security personnel per site is to be explained the SOPs by the security contract manager at deployment. A copy of the SOP is to be available at each site in the Occurrence book.

### 5.2.3. Guard Monitoring System

- (a) A security guard monitoring system (live guard and vehicle monitoring system) **must be installed by service providers at their own cost within one month of duties being taken up.** The system must allow for immediate intervention if out of sequence event occurs (such as failing to patrol, report on or off duty, leaving the area and weekly or monthly reports). Municipal personnel will need access to this system via a web portal for reporting and control purposes. Monthly reports are also to be provided to the management.
- (b) Software to be installed on selected desktop computers of which one will be in the control room of the George Municipality. The user department will indicate the other computers. The cost of the live guarding and vehicle monitoring system should be part of the monthly rate. The Service Provider will be responsible for the monthly account of both the live guarding and vehicle monitoring system.

### 5.2.4. Minimum Security officer Requirements

- (a) Service aids to be used by the security officers whilst on duty are as follows:
  - Two-way radio communication on each site.
  - Two-way radios
  - 1 x Handcuffs.
  - 1 x Pepper spray.
  - 1 x Baton.

- Full Security Company Uniform.
- 1 x rechargeable torch.
- 1 x reflective jacket.
- Occurrence Books; Pocket Book & Pens
- Rain gear, including umbrellas.
- Any other additional items/aid required by statutory legislation must be provided in addition to those mentioned above.
- Guard shelters and toilets must be provided by the Service Provider if no shelter or ablution facilities are available at the site.
- Clear identification card from PSIRA, with a member's photo and registering number must be worn on the official when on duty and must be clearly visible.

**Note:** The Site Managers will always conduct inspections of service aids of Security Officers and report to the designated official accordingly.

#### **5.2.5. Security Officers/Personnel: Minimum Qualifications**

- (a) Law abiding citizens, with a South African Identification card.
- (b) Security Officers must have at least grade 10 and Grade C (PSIRA certificate).
- (c) Supervisors must have grade 10, Grade B (PSIRA certificate), relevant qualifications and experience for supervision.
- (d) Security Officers must be able to communicate, read and write at least in English.
- (e) Security Officers must always be capable of attending to control room duties; and
- (f) The Security Officers must be prepared to work 12 hours per shift.
- (g) The Security Officers are to be vetted through the SAPS fingerprint clearance process.

#### **5.2.6 Hours of Service**

- (a) Security Officers will be required 7 days a week, day and night including public holidays, unless indicated otherwise in the tender document (see the area specifications).
- (b) Dayshift shall mean from 06h00am until 06h00pm (12 hours).
- (c) Nightshift shall mean 6h00pm until 06h00am (12 hours).
- (d) Office hours from 07:45 to 16:30 on weekdays (where required and will be paid per hour quoted on the tariff list).
- (e) A few hours if required as stipulated.

- (f) Guards shall not leave their sites before their respective reliefer reports on duty and must only leave when their supervisor grants them permission to leave in the absence of the reliefer.

#### **5.2.7. Service Level Agreement**

- (a) It's the intention of the George Municipality to enter into a Service Level Agreement [SLA] with the successful bidder to improve the relationship between municipality and successful service providers and to place proper procedures in place to manage, monitor and report to the adherence thereof.

#### **5.2.8. Municipality's Requirements**

- (a) The Security Officers on site must always be able to contact their supervisor/control room via the radio or cellular phone for assistance as and when required.
- (b) Service Providers project manager must always be on standby for emergency matters. The contact numbers must be made available to the municipality.
- (c) The security service provider must provide two-way radios.
- (d) The security offices or stations on the premises of the municipality must be always kept neat and clean. Although proper (serviceable heaters) in good working order are allowed in the control room, no homemade heating devices will be allowed (i.e. stove plates, illegal heating devices and unsafe devices).
- (e) No Security Officers from other companies/members of the public are allowed on the premises or in the security office / room.
- (f) No visitors are allowed to visit Security Officers while on duty.
- (g) All Security Officers on site must be always dressed in full and clean uniform.
- (h) Many municipal sites are monitored by CCTV and any transgression noted by Security guards will be reported for immediate investigation.

#### **5.2.9. Security Clearances**

- (a) The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status. The preferred service provider will be vetted by the Municipality for security clearance.
- (b) The preferred service provider will be required to produce a SAPS clearance certificate for each guard that is deployed to the Community Safety Department.

#### **5.2.10. Ad-Hoc Services**

- (a) Ad-Hoc services must be priced as such in the pricing schedule.
- (b) Ad-Hoc Security services will be required as and when needed when an emergency, risk, special event, or incident occurs which needs safeguarding.
- (c) These services will be rendered at an urgent request from George municipality.
- (d) The duration of ad-hoc services will depend on the nature of the risk and the assessment thereof on a continuous basis by the municipality.
- (e) The municipality reserves the right to allocate any ad-hoc sites to the successful service provider within that specific cluster based on the assessments.
- (f) If ad-hoc services are not needed anymore the municipality may terminate the service at reasonable notice when the emergency, risk, special event or incident was resolved.
- (g) The municipality will provide shelter and ablution facilities for the security officer where possible. If no shelter or ablution facilities are available, the service provider will be responsible for providing such and associated costs will need to be costed in the rates.
- (h) When Ad-hoc/emergency services are requested, the service must commence within two hours of the requested time.
- (i) Where a Service Provider fails to or is unable to deliver the requested ad-hoc services within two hours from request, George municipality will make use of the next bidder in line.
- (j) Ad-Hoc Services will also be required for events, cable theft incidents and during protest action or land invasions (All applicable legislation must be complied with).
- (k) All guards utilised for Ad-Hoc services are to be properly trained and accredited to deliver the services (special event security, to be properly trained).

### **5.3. Technology Improvements**

#### **5.3.1. Alarms systems and beams**

- (a) The service provider must install alarms systems and beams and related equipment at the different municipal buildings and sites.
- (b) The bidder must provide the latest technology of wireless, remote monitoring (alarm) system with video verification including battery backup. The proposed alarm system must have the following capability:
  - To detect movement and send a video clip.
  - Have a response strategy (e.g., audible siren and trigger 24/7-armed response backup effectively).

- Notify selected Municipal representatives/control centre either by SMS, MMS, email, or phone call **or access via an application on a cellphone.**
- (c) The costs of the installation must be a once off costs and must be indicated as such in the pricing schedule. The ownership of the installed equipment (alarms and beams) is transferred to the George Municipality upon installation. However, the successful contractor retains the obligation for all maintenance and repair activities throughout the 3-year contract period.
- (d) The data costs associated with the video clip and application are to be included in the pricing provided.
- (e) The newly installed alarms systems and beams and related equipment at the different sites must be linked to the control room of the identified service provider.
- (f) The service provider might be requested to link certain alarms systems and beams and related equipment to the municipalities' Integrated Operational Centre.
- (g) The service provider will be responsible for the maintenance and replacement of faulty alarms systems and beams and related equipment for the duration of the contract.
- (h) After the contract ends the alarms systems and beams and related equipment will become the property of the George Municipality, and the service provider must hand it over as such with a detailed inventory of everything.
- (i) Alarms systems and beams and related equipment must be fully compatible with the existing system of the municipality and must be easily integrated.
- (j) The service provider will be responsible for the insurance of all alarms systems and beams and related equipment for the duration of the contract.
- (k) Installations must first be presented to the municipality and approval be granted to the service provider by the authorized person before implementation.
- (l) All data and incidents must be stored by the service provider and data of any incident must be provided to the authorized persons of the municipality in a readable format, generated report upon request or **through means of an application on a cellphone.**
- (m) All alarms must be linked to an application that managers are able to monitor (like Olarm, Ajax or similar).
- (n) Where installed, the video clip is to be sent to the armed response control centre, the Manager of the site as well as the Integrated Operational centre.

### **5.3.2-Armed Response and monitoring**

#### **Armed response**

The Security Service provider(s) contracted shall employ every lawful means to adequately secure Council's premises and personnel against theft, burglary, trespassing, to prevent loss of life, property and equipment etc. through damage, theft,

explosion and fire, sabotage, espionage etc. by providing an armed response service, but not limited to the following Security Services:

- (a) **Patrolling Duties:** shall include but not limited to the physical patrolling of Municipality's premises to act as a deterrent for criminals, prevent criminal activities before it occurs and the prevention of any untoward incidents, by reporting all incidents and/or deviations to the service providers control room and the George Municipality's control room. The appointed security company/service providers must ensure that regular patrols are conducted.
- (b) **Guarding and Protection duties:** shall include but are not limited to physical guarding of the Municipality's premises, assets and properties during any incident.
- (c) **Identification of Armed Response Officers (ARO):** the appointed security company/services provider must ensure that all armed response officers are fully dressed in the company uniform, ID's to be visible/displayed with the name of the officer, photograph, officers PSIRA registration number, company name and contact number, card's expiry date.
- (d) **Equipment:** All armed response officers must comply with the Firearms Control Act, 2000 (Act 60 of 2002) Section 9, officers to be issued with suitable bullet resistant vest (SABS approved) and while on duty officers must at all times be in possession of a company/service provider issued firearm, black pen, pocket book, valid driver's license, flashlight/torch, two-way radio.
- (e) **Key Control:** shall include but not limited to safekeeping of keys, opening and locking of entrances in line with Municipality's requirement and/or policy. Municipality shall hold the Contractor responsible for losses that occur because of lack of key control by the armed response officers.
- (f) **Incident Management:** All incidents to be reported immediately to the George Municipality's Control Room and service provider/security company to conduct investigations within 24 hours and submit report within 5 days. This includes theft/ loss/ damages.
- (g) **Occurrence and Pocket Books:** all information in the occurrence/pocketbook can be inspected and/or requested at any time by an authorized Official of the Municipality.
- (h) **Compliance:** valid PSIRA identification cards, firearm competency certificates and firearm permits must be carried/be in possession of the armed response officer whilst on duty and comply with all approved security related legislation, code of conduct and procedures.
- (i) **Vehicles:** must conform to PSIRA standards and be solely dedicated to the purpose of providing a specialised security service but not limited to; vehicles to display the logo of the security company/service provider, fitted with a GPS tracking device, roof light that complies with the National Road Traffic Act, 1996, permanently equipped with a SABS first aid kit, fire extinguisher, two-way radio and cellular communication and have sufficient fuel to complete their duties. The service provider/company must provide proof of listed vehicles which are registered, and company marked to Community Safety department.

- (j) **Firearms:** All requirements regarding the firearms must be read in conjunction with the Firearms Control Act, 2001 (Act 60 of 2001) and does not supersede any part thereof. The security company/service provider must ensure that armed response officers are always in possession of a lethal firearm with live and rubber ammunition.
- (k) **CCTV Response:** The service provider/security company will be responsible for responding to any criminal activity/incidents detected on the CCTV cameras monitored by the George Municipality's Integrated Operational Centre if required.
- (l) **Alarm Response:** The service provider/security company will be responsible for responding to any criminal activity/incidents detected on the alarm system monitored by George Municipality's Integrated Operational Centre
- (m) **Armed Response Vehicles:** The service provider/security company must ensure that armed response vehicles are always available to George Municipality to provide a rapid armed response service, should criminal activity be detected on the CCTV cameras and/or upon an alarm activation.
- (n) **Timeframe:** Armed reaction shall be implemented incrementally as the current service providers contracts expire and at the start of the contract at buildings where technology was already implemented and be gradually rolled out to buildings as the installation of technology is completed. The minimum required response time is **10 minutes**.

### 5.3.3. Monitoring of alarms systems

- (a) The service provider is responsible for the monitoring of all alarms systems.
- (b) The service provider must ensure that all alarms are always linked and in a working condition.
- (c) The service provider must ensure immediate armed response to any incidents that might occur, including false alarms.
- (d) The service provider must ensure that the alarm response team must always when responding to any incident, be fully uniformed, armed and in a company vehicle.
- (e) The service provider is responsible for the management of any incident pick up via the alarms, cameras, and physical patrol of the sites.
- (f) In the event of incidents, the service provider must immediately inform the George Municipality control room and responsible person of the incident.
- (g) The service provider must keep record of all incidents, intruder alarms and provide the municipality with a detailed report per incident, weekly summary reports of all incidents and compile a monthly report of all weekly reports.
- (h) Weekly reports must be provided to the municipality of reaction times to incidents.
- (i) Deviations from safety protocols and suspicious people and vehicles must be followed up immediately and reported to the George municipality immediately.

- (j) Non-arming and irregular disarming of alarms must be reported to the person responsible for the building and the security section of the municipality immediately.
- (k) The service providers monitoring centre must follow SANS/industry standards for alarm signaling.
- (l) The minimum response time for an activated alarm (from signal to arrival) is **10 minutes**.
- (m) The service provider must have sufficient vehicles to ensure at least a 10-minute response time.

#### **5.4 Close protection services**

- (a) The service provider is responsible for the provision of VIP protection services on an ad hoc basis when instructed.
- (b) The service provider must ensure that all staff working as close protectors (CPO's) are vetted and screened.
- (c) The service provider must ensure pre-assessments/reconnaissance are conducted in every area as required and that any incidents or warnings are reported to the Municipal contract manager as soon as possible.
- (d) The service provider is responsible for the professional protection of VIP's including ensuring the professional appearance of the CPOs.
- (e) CPOs are often required not only to react appropriately to any threat or situation confronting or impeding his / her principal, but also to plan activities of the principals whom they are protecting (considering risks and hazards) and to interact with diplomatic, public, and other figures.
- (f) In the event of incidents, the service provider must immediately inform the George Municipality control room and responsible person of the incident.
- (g) The service provider must keep record of all incidents and provide weekly summary reports of all incidents and compile a monthly report of all weekly reports.
- (h) Deviations from safety protocols and suspicious people and vehicles must be followed up immediately and reported to the George municipality immediately.
- (i) The service provider is to ensure that a confidentiality agreement for each protector is forwarded to the contract manager prior to deployment of such protector.
- (j) The service provider is to ensure that any breach of confidentiality is dealt with in the strictest terms.

#### **5.5 Land invasion prevention**

- (a) The service provider is responsible for conducting daily observation and selective patrols of informal settlements and open areas vulnerable to possible illegal occupation (Active and passive monitoring).

- (b) The service provider must keep record of each daily patrol activity and take pictures of illegal activities for record purposes and evidence gathering and report such invasions to the control centre of George Municipality.
- (c) The service provider must have in-depth knowledge of the legal aspects of land invasion.
- (d) The service provider must remove any unoccupied illegal structures and half-built structures after the consultation with the Rapid response Unit commander on duty and remove the rubble from the site and place it in storage for 7 days.
- (e) The service provider must provide storage space for such building materials to be removed from any site.
- (f) The service provider is responsible for ensuring that the storage facility is protected against theft/damage.
- (g) The service provider must also provide protection and staff to physically break down and remove any informal or formal illegal structures as per any court orders obtained.
- (h) In instances of a court order, the material is to be destructed and removed from the site and thereafter placed in storage for 7 days.
- (i) The service provider must return the material to the owner if the owner claims it within 7 days. The owner will need to make the necessary arrangements for collection and transport of such material.
- (j) The service provider may destruct the material or remove it to the transfer station after 7 days.
- (k) The service provider may be required to provide security reinforcement from time to time at demolition an eviction site.
- (l) The service provider must have own transport and fuel for patrolling and attending to various matters related to Municipal owned land/building invasions.
- (m)The service provider must have access to trucks and TLB's at own cost to assist with demolitions and removal of building materials.
- (n) The service provider must have adequate equipment, qualified security guards, and task force teams to safeguard workers at demolition and eviction sites.
- (o) The service provider will be required to remove shipping containers and similar whole structures (3m, 6m, 9m and 12m) of illegal invaders/traders on identified sites by utilising own crane truck/transport and equipment for the removal of illegal containers.
- (p) The service provider must provide protective clothing to all its staff when required.
- (q) The service provider must provide all tools, equipment, transport, and security as well as provide their own sundry/disposable items necessary to carry out the work required.

- (r) The service provider will need to record information on the number of structures demolished, type of materials, owner details and provide a written report including photographs to the Municipality within 7 days after completion of the demolition.
- (s) The service provider will use an intervention/rapid response force when required and transport the staff to and from the site, using suitably qualified and equipped supervision and communication to manage emergencies. The size of such force will depend on the situation and will be determined by George Municipality together with the service provider.

**5.6. Municipal area Specifications**

**(a) Guarding requirements**

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
<b>AREA : CONVILLE</b>				
Conville Swimming Pool	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	As and when required. This site is usually required over the Festive Season only.
Maraiskamp Sports Field	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Fri (16:00-08:00 weekdays) Sat-Sun (weekends 24 Hours) As and when required
Bloukop Koggelmander Pumpstation	Conville	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Bruce Street Pumpstation - Borchards	Conville	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Buffalo Pumpstation	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Golfstraat Pumpstation	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Lawaaikamp Hall	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Lawaaikamp Sports Field	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 2 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Fri (16:00-08:00 weekdays) Sat-Sun (weekends 24 Hours) As and when required
Molenriver Pumpstation	Conville	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Economic Development Worker Collection Point	Conville	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Rosemoor Old Age Accommodation	Conville	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Rosemoor Sports Field	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Fri (16:00-08:00 weekdays) Sat-Sun (weekends 24 Hours) As and when required.
Conville Library	Conville	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	4 hours per day	Tuesday and Saturday mornings
<b>AREA: GEORGE CBD</b>				
Refuse Removal	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs - Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs - Night	24 Hours	Mon-Sun
Transfer Station	George	6 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs - Day (3 x Day Shift Weekends) 3 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs - Night	24 Hours	Mon-Fri Sat-Sun Mon-Sun
Glenwood Electrical Substation	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs - Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs - Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Nelson Mandela Substation	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Power Station PW Botha BLVRD	George	1 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Stray, Handcuffs - Night	24 Hours	Mon-Sun
Landfill Station	George	7 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 3 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night 3 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs - Weekend Day 3 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs - Weekend Night	24 Hours	Mon-Sun
Brick Road / Civil Camps - Industrial	George	2 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 4 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Brick Road - Electrotechnical Building	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 2 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night/Weekends	24 Hours	Mon-Sun (Night-18:00- 06:00)
Outeniqua Wastewater Treatment works	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 3 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs –	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
		Night		
Civil Works	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	12 Hours	Mon-Fri (06:00- 18:00)
George Library	George	2 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends/Public Holidays 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Main Building York Street	George	2 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends/Public Holidays 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Motor Vehicle Registration	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends/Public Holidays 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
St Mark Cathedral	George	1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs - Night	12 Hours	Mon-Sun
Tourism Office George Office	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Garden Route WW	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
9th AVE Water Treatment Plant	George	2 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs Night	24 Hours	Mon-Sun
11th AVE Water Treatment Works	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Hoekwil Fire: Electrotechnical Container: Hoekwil Substation	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs Night	24 Hours	Mon-Sun
Kleinkrantz WWTW	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Touwsrante Community Hall	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Touwsrante Sports Field	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Fri (16:00-08:00 weekdays) Sat-Sun (weekends 24 Hours) As and when required
Wildernis Water Purification	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Blanco Library	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs - Night	24 Hours	Mon-Sun
Malgas Pump Station – Blanco	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs - Night	24 Hours	Mon-Sun
Blanco MVR	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Blanco Sports Field	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends/Including Public Holidays 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Fri (16:00-08:00 weekdays) Sat-Sun (weekends 24 Hours) As and when required

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Blanco Water Treatment Works	George	2 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs Night	24 Hours	Mon-Sun
George Substation	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs Night	24 Hours	Mon-Sun
York Hostel	George	5 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 3 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs, Torch – Night/ 3 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day-Weekends 3 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs, Torch – Night/Weekends	24 Hours	Mon-Sun Sat-Sun
Garden Route Dam Boom/Picnic	George	2 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 2 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Herold's Bay Beach	George	3x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 3x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 hours	Mon-Sun 01 December- 28 February
Tamsui Substation	George	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Leentjiesklip Beach	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 hours	Mon-Sun 01 December- 28 February
Wilderness Beach	George	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun 01 December- 28 February
<b>AREA: PACALTSDORP</b>				
Gwaing Caravan Park Pacaltsdorp	Pacaltsdorp	2 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 2 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Gwaing Wastewater Treatment Works	Pacaltsdorp	1 x Unarmed Officers (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night/Weekends	24 Hours	Mon-Sun
Schaapkop Electrotechnical Substation	Pacaltsdorp	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Beukes Street Pumpstation	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
New Dawn Park Info Centre	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night/Weekends	24 Hours	Mon-Sun
Pacaltsdorp Housing	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Pacaltsdorp Protea Substation	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Pacaltsdorp SMME Enterprise Facility	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day / Weekends only 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun (Night-18:00-06:00)
Pacaltsdorp Thusong Service Centre	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Pacaltsdorp Traffic Department	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Pacaltsdorp Sports Field	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/weekends 2 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Fri (16:00-08:00 weekdays) Sat-Sun (weekends 24 Hours) As and when required
Smarty Town P/Station	Pacaltsdorp	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Rosedale Hall	Pacaltsdorp	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Pacaltsdorp Library	Pacaltsdorp	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	4 hours per day	Mon-Fri
<b>AREA: THEMBALETHU</b>				
African Substation	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu Fire Department	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Themba lethu – Pumpstation 1	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu – Pumpstation 2	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/ 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu - Pumpstation 7	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/ 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu – Pumpstation 5	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu Sports Field	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 2 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Fri (16:00-08:00 weekdays) Sat-Sun (weekends 24 Hours) As and when required
Themba lethu Swanepoel Building	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun (16:00-07:00) Sat-Sun (Weekends only)

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
Themba lethu Thusong Building -	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day/Weekends 2 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu Substation (Near Themba lethu Primary School)	Themba lethu	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officers (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs Night	24 Hours	Mon-Sun
Themba lethu Water Pumpstation Central next to Police Station	Themba lethu	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu Water Pumpstation East	Themba lethu	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Themba lethu Water Pumpstation West	Themba lethu	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
<b>AREA: UNIONDALE/HAARLEM</b>				
Haarlem Civic Centre	Uniondale/Haarlem	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Haarlem Water Treatment Works	Uniondale/Haarlem	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray,	24 Hours	Mon-Sun

<b>Building/Site</b>	<b>Area</b>	<b>Quantity and Type of Service (Grade of Security Services)</b>	<b>Times</b>	<b>Days per Week</b>
		Handcuffs – Night		
Haarlem WWTW	Uniondale/Haarlem	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Uniondale Head Office	Uniondale/Haarlem	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Uniondale Pumpstation	Uniondale/Haarlem	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Uniondale Refuse Site	Uniondale/Haarlem	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun
Uniondale Swimming Pool	Uniondale/Haarlem	1 x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1 x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	As and when required. Usually required over the Festive Season
Uniondale WWTW	Uniondale/Haarlem	1x Unarmed Officer (Grade C) + Radio, Baton, Pepper Spray, Handcuffs – Day 1x Unarmed Officer (Grade C) + Radio, Torch, Baton, Pepper Spray, Handcuffs – Night	24 Hours	Mon-Sun

**(b) Technology Improvements required**

<b>GEORGE</b>			
<b>No</b>	<b>Building/Site</b>	<b>Equipment</b>	<b>Alarms and Beams</b>
1.	Junior Traffic training centre	New Alarm system linked to control centres	Alarm system with cell phone application and <b>footage</b>
2.	Old Klipgebou, Mission Street Pacaltsdorp, Erf Nr	Existing to be linked	May be required additionally, depending on funding and site assessment.
3.	Old Post Office Building, Mission Street, Pacaltsdorp, Erf Nr	Existing to be linked	May be required additionally, depending on funding and site assessment.
4	Old Townhouse Restaurant, Meade Street, Erf Nr	Existing to be linked	May be required additionally, depending on funding and site assessment.
5	Main Civic Hall/Conference Hall/Banquet Hall, 71 York Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
6	Blanco Hall, 3 George Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
7	Pacaltsdorp Hall, 47 Mission Street, Pacaltsdorp	Existing to be linked	May be required additionally, depending on funding and site assessment.
8	Rosemoore Hall, 62 Woltemade Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
9	Parkdene Hall, Ballot Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
10	Lawaaikamp Hall, Stanford Mangaliso Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
11	Conville Hall, 21 Pienaar Street	Existing to be	May be required

<b>GEORGE</b>			
<b>No</b>	<b>Building/Site</b>	<b>Equipment</b>	<b>Alarms and Beams</b>
		linked	additionally, depending on funding and site assessment.
12	Themba lethu Hall, 867 Ngcakani Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
13	Themba lethu Hall, Corner of Qhawa and Mogwaja Street, Themba lethu	Existing to be linked	May be required additionally, depending on funding and site assessment.
14	Thusong Centre, Sandkraalroad Crn of Ngcakani Geriko Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
15	Swanepoel Hall, Crn of Ngcakani Geriko Street	Existing to be linked	May be required additionally, depending on funding and site assessment.
16	Touwsranten, 499 Bester Street, George	Existing to be linked	May be required additionally, depending on funding and site assessment.
17	Waboomskraal Thusong Centre, Hayway 1 Heidekruijn	Existing to be linked	May be required additionally, depending on funding and site assessment.
18	Thusong Centre, Pacaltsdorp Mission Road	Existing to be linked	May be required additionally, depending on funding and site assessment.
19	Old Sanlam Building, Corner of St. Johns & Varing Avenue	Existing to be linked	May be required additionally, depending on funding and site assessment.

**Important notes:**

1. Technological improvements and installations must be made as indicated at all the above sites.
2. Technology improvements must be implemented and linked and or upgraded and linked.

3. Current sites cannot be listed as there is current service providers already appointed on a short-term basis. The newly appointed service provider will replace existing service providers as their existing contracts come to an end.
4. The costs provided are for the provision of the alarm system, **streaming footage** and the maintenance cost.

**(c) Armed response and monitoring**

No	Building/Site	Type of Service to be rendered	
		Alarm monitoring	Armed Response
1.	Junior Traffic Training centre	Yes	Yes
2.	Old Klip gebou. Mission street Pacaltsdorp	Yes	Yes
3.	Old Post office building, Mission Street, Pacaltsdorp	Yes	Yes
4.	Old Townhouse Restaurant, Meade Street, Erf Nr	Yes	Yes
5.	Main Civic Hall/Conference Hall/Banquet Hall, 71 York Street	Yes	Yes
6.	Blanco Hall, 3 George Street	Yes	Yes
7.	Pacaltsdorp Hall, 47 Mission Street, Pacaltsdorp	Yes	Yes
8.	Rosemoore Hall, 62 Woltemade Street	Yes	Yes
9.	Parkdene Hall, Ballot Street	Yes	Yes
10.	Lawaaikamp Hall, Stanford Mangaliso Street	Yes	Yes
11.	Conville Hall, 21 Pienaar Street	Yes	Yes
12.	Thembaletu Hall, 867 Ngcakani Street	Yes	Yes
13.	Thembaletu Hall, Corner of Qhawa and Mogwaja Street, Thembaletu	Yes	Yes
14.	Thusong Centre, Sandkraalroad Crn of Ngcakani Geriko Street	Yes	Yes
15.	Swanepoel Hall, Crn of Ngcakani Geriko Street	Yes	Yes
16.	Touwsranten, 499 Bester Street, George	Yes	Yes
17.	Waboomskraal Thusong Centre, Hayway 1 Heidekruijn	Yes	Yes
18.	Thusong Centre, Pacaltsdorp Mission Road	Yes	Yes
19.	Old Sanlam Building, Corner of St. Johns & Varing Avenue	Yes	Yes

**Important notes:**

- (a) Monitoring and armed response must be done as indicated at all the above sites.
- (b) Monitoring and armed response must start immediately as the technology is rolled out, implemented and finalized at the above sites.

- (c) Current sites cannot be listed as there are currently service providers already appointed on a short-term or tender basis. The newly appointed service provider will replace existing service providers as their existing contracts/tender's end.
- (d) The pricing and the rate applicable will be as per the tender pricing for the George and Uniondale cluster where the rate of the site closest in terms of distance to the site where the service is needed, will be applied.

**6. PERFORMANCE MEASURES**

The performance measures for the security service will be closely monitored by Site Managers of the Municipality; hence monthly reporting shall be done to the designated official managing the overall contract on or before the 5th calendar day of every month. In turn, these reports shall be discussed, with the contract manager representing the service provider, in monthly meetings at the discretion of the Municipality.

**7. PENALTIES FOR GUARDING, AD-HOC SECURITY SERVICES AND ARMED RESPONSE**

The following penalties shall apply, should the successful bidder fail to adhere to the conditions of contract and will be deducted from the invoice monthly:

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
(a)	Officer intoxicated whilst on duty. Security Officer to be removed off site and replaced within 1 hour	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site
(b)	Officers' desertion of post	No payment for the shift + A penalty fee of R1500 (VAT Included) shall be imposed, per	No payment for the shift + A penalty fee of R2000 (VAT Included) shall be imposed, per	No payment for the shift + A penalty fee of R3000 (VAT Included) shall be imposed, per	Termination of the service for the site

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
		security guard per site, to be deducted from the next tax invoice due to the municipality	security guard per site, to be deducted from the next tax invoice due to the municipality	security guard per site, to be deducted from the next tax invoice due to the municipality	
(c)	Non-compliance to site specific instructions	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
(d)	Unscheduled upliftment or deployment of a guard, or signing a guard on at two sites simultaneously without informing the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
(e)	No proper duty on/off shift handover by site seniors, or No Control/Ops- room OB number	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
(f)	False entries into Occurrence Book	A penalty fee of R3500 (VAT	A penalty fee of R4000 (VAT	A penalty fee of R5000 (VAT	Termination of the service for

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
	and deface/alter/leave open spaces in Occurrence Book	Included shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Included shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Included shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	the site
(g)	Removal Occurrence book from site without permission	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
(h)	Non-completion of Occurrence book procedures as per site standing order	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
(i)	Not providing duty roster on time/ No duty roster on site	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
(j)	Late submission of Reports – Special	A penalty fee of R1000 (VAT	A penalty fee of R1500 (VAT	A penalty fee of R2000 (VAT	A penalty fee of R2500 (VAT

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
	Reports, Monthly reports, incident reports	Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
<b>(k)</b>	Non-attendance by Contractor's Management of prescribed meetings	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
<b>(l)</b>	Failure to execute a patrol without a satisfactory reason	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
<b>(m)</b>	Failure to immediately commence a patrol as per site order, without good reason	A penalty fee of R1000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
<b>(n)</b>	Posting a security	A penalty fee of	A penalty fee of	A penalty fee of	Termination of

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
	guard late, with 30 minutes after the scheduled time	R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	the service for the site
(o)	Failure to post a security guard on site or short posting	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site
(p)	Failure to patrol	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site
(q)	Security guard sleeping on duty or leaving his / her site before reliefer reports on duty.	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site
(r)	Failure to install a live guarding and	A penalty fee of R6000/month			Termination of the service for

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
	vehicle monitoring system within 1 month of commencement of contract	(VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality			the site
<b>(s)</b>	Failure of the bidder to provide and install a two-way radio at the George Municipal control room within the first month of the contract, a company owned communication radio system for communication purposes and be responsible for the maintenance thereof. Should the contract end, it will be the responsibility of the company to ensure their equipment they provided has been removed from the Municipality's control room at their own costs,	A penalty fee of R5000/month (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality			Termination of the service for the site
<b>(t)</b>	Loss or theft to municipal property due to negligence of the service provider	Deduct the market value of the property under discussion from the tax invoice + A penalty fee of	Termination of the service for the site	Termination of the service for the site	Termination of the service for the site

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
		R5000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality			
(u)	Loss or theft to municipal property whilst security officer is on site and didn't notice anything, don't make an arrest or deter the suspect/s	Deduct the market value of the property under discussion and a penalty fee of R 2500 from the tax invoice	Deduct the market value of the property under discussion and a penalty fee of R 3000 from the tax invoice	Deduct the market value of the property under discussion and a penalty fee of R 4000 from the tax invoice	Termination of the service for the site
(v)	Failure to adhere to the dress code, prescribed equipment and name badges	A penalty fee of R1500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site
(w)	Failure to immediately report any incident to the municipality	A penalty fee of R2000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R3000 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality	A penalty fee of R2500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality
(x)	Failure to inform the municipality timeously (3 days) about any	A penalty fee of R3000 (VAT Included) shall be imposed, to	A penalty fee of R5000 (VAT Included) shall be imposed, to	Termination of the service for the site	Termination of the service for the site

Item	Offence	First Remedial Action by the municipality	Second Remedial Action by the municipality	Third Remedial Action by the municipality	Fourth Remedial Action by the municipality
	industrial or strike action by the service provider	be deducted from the next tax invoice due to the municipality	be deducted from the next tax invoice due to the municipality		
<b>(y)</b>	Any tampering with any vehicle or equipment	A penalty fee of R3500 (VAT Included) shall be imposed or the value of the damage, to be deducted from the next tax invoice due to the municipality	A penalty fee of R4000 (VAT Included) shall be imposed or the value of the damage, to be deducted from the next tax invoice due to the municipality	A penalty fee of R5000 (VAT Included) shall be imposed or the value of the damage, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site
<b>(z)</b>	Failure to adhere to any other regulations and protocols	A penalty fee of R3000 (VAT Included) shall be imposed, to be deducted from the next tax invoice due to the municipality	A penalty fee of R4000 (VAT Included) shall be imposed, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site	Termination of the service for the site
<b>(aa)</b>	Failure to provide SOP's per site within one (1) week	A penalty fee of R1000/month (VAT Included) shall be imposed, per site, to be deducted from the next tax invoice due to the municipality			Termination of the service for the site
<b>(bb)</b>	Failure to brief newly deployed security officers per site	A penalty fee of R500 (VAT Included) shall be imposed, per security guard per site, to be deducted from the next tax invoice due to the municipality			Termination of the service for the site
<b>(cc)</b>	Failure to provide a	A penalty fee of			Termination of

<b>Item</b>	<b>Offence</b>	<b>First Remedial Action by the municipality</b>	<b>Second Remedial Action by the municipality</b>	<b>Third Remedial Action by the municipality</b>	<b>Fourth Remedial Action by the municipality</b>
	security risk and threat assessment per site within one (1) week	R2000 (VAT Included) shall be imposed, per site, to be deducted from the next tax invoice due to the municipality			the service for the site
<b>(dd)</b>	Possession of a private firearms by a security officer whilst on duty	A penalty fee of R2000 (VAT Included) shall be imposed, per officer, to be deducted from the next tax invoice due to the municipality			
<b>(ee)</b>	Failure of an armed security officer to wear a SABS approved bulletproof vest	A penalty fee of R2000 (VAT Included) shall be imposed, per officer, to be deducted from the next tax invoice due to the municipality			
<b>(ff)</b>	Failure of an armed response service to attend to an alarm within 10 minutes from activation	A penalty fee of R2000 (VAT Included) shall be imposed, per event, to be deducted from the next tax invoice due to the municipality	A penalty fee of R4000 (VAT Included) shall be imposed, to be deducted from the next tax invoice due to the municipality	Termination of the service for the site	Termination of the service for the site

The municipality also reserves the right to impose the default terms according to the GCC, which may lead to cancellation of the contract.

## 8. REPORTING

The Service Provider will submit security reports to the Municipality monthly. Monthly contract management meetings will be held with the service provider by the Municipality.

## 9. SPECIAL CONDITIONS

(a) The successful service provider must have a local office in the George Municipal area. Failure to adhere to the above will result in termination of the contract/s. The following checklist is to be completed by the bidder:

Criteria	Yes	No
Operational 24/7 control room in George		
Control room equipped with telephones, Radio network in working condition and company email address		
Control room Operators are registered with PSIRA		
Demonstration of live patrol tracking and verification system with reporting functionality		
Valid proof of licences and roadworthy company vehicles (certified copies of bidder's vehicle registration certificates)		

(b) The Municipality reserves the right to conduct an inspection of all premises to ensure compliance with this requirement.

(c) Financial standing – three years of audited financial statements if required by law to do so.

(d) The bidder shall submit any sub-contracting written agreements it has with another service provider at tender closing under contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

(e) Bidders are required to comply with the annual security industry Sectoral Wage Determination for the calculation of salaries, wages and benefits of all security officers deployed to any municipal site.

(f) Only the successful bidder will be required to furnish the Municipality Public Liability Insurance cover of at least R5 million (for cover of negligence on the part of the Bidder, for example). Every month, the bidder must submit a formal certificate from the insurer as proof of continued cover together with its monthly invoices for services rendered in the preceding month.

(g) The successful bidder must ensure that personnel employed by them are in good standing with PSIRA and always have the required competency certificates. The required documentation and status may be requested at any time by George

Municipality, and the municipality will use remedies at its disposal in the event of any non-compliance.

- (h) The duration of the contract is from date of commencement) for a period of three years and the Municipality reserves the right to terminate the contract at any stage before the three-year period lapses.
- (i) Employees and sub-contractors of the bidders may be required to be in possession of valid security clearances to the level determined by Private Security Industry Regulatory Authority (PSIRA), as well as valid PAPA License, commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- (j) Council reserves the right to appoint a successful bidder per service/per area/per cluster or any combination.
- (k) In the event of attending to special events, the Private Security Service Provider's security officers to have specialized grading for special events as per the Training of Security Officers Regulations, 1992 and Board Notice 119 of 1998 dealing with special events.
- (l) Bidders will be placed on a panel, and the next bidder will be used if the first successful bidder cannot fulfil its obligations or fail to deliver the requested service within the specified timeframe or if the bidder fails to provide a timeous written quote in terms of the tendered rates.
- (m) Council reserves the right to vet and conduct any verification check of the companies who bid for this tender.

**10. MONITORING PROGRESS ON ASSIGNMENTS**

The Contracts manager of the bidder must be appointed / designated by the Service Provider who will be responsible for the ongoing management of the Service agreement in accordance with the SLA.

**I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all the above.**

.....  
**Name (print)**

.....  
**Signature**

.....  
**Capacity**

.....  
**Date**

## **11 TECHNICAL EVALUATION CRITERIA**

This tender will be evaluated on three stages, namely on pre-qualification (eligibility criteria), functionality, and the preference points system.

### **11.1 Functionality**

#### **11.1.1 Guarding and Ad-hoc Security Services**

The evaluation will be based on a points system, with the functional element being scored out of **100** points with a minimum threshold for the functional element set at **75%**. Bids not meeting or better than the functional element threshold will not be further evaluated.

Each element is weighed as shown in the table below:

	<b>Description</b>	<b>Max. Possible Score</b>
(a)	Organisational experience	20
(b)	Competency of key personnel	20
(c)	Financial Standing	20
(d)	Project proposal	40
	<b>Maximum possible score for functionality</b>	<b>100</b>

#### **a) Organisational experience**

The bidder must demonstrate at least more than 5 years' relevant experience in the provision of physical security similar in value, size and scope per month (>1.0m <2.5m) per month. Proof of appointment letters, reference letters that certify the scope of work were completed and aligned to the services requested. Reference letters must provide details of the contract value.

Company experience will be scored in terms of the organizational experience proven.

<b>Number of reference letters/evidence provided</b>	<b>Points</b>
No letters	<b>0</b>
One(1) to Two(2) of similar size and value with 5 years' experience	<b>5</b>
Three (3) letters of similar size and value with 5 years' experience	<b>10</b>
More than four (4) letters but less than six (6) of similar size and value with 5 year's experienced.	<b>15</b>
More than six (6) letters of similar size and value with 5 years' experience	<b>20</b>

**b) Competency of key personnel**

Proven track record and management experience in the management of a similar physical security contract. Please attach a certified copy of qualifications of key management personnel involved in the project. PSIRA certificates of the company and key personnel is also to be provided. Failure to provide certified and valid proof of qualifications will result in zero scoring. Date of PSIRA registration will determine the years of experience in security services.

Key personnel	Points
The Manager/team leader meets neither the qualification nor the experience requirements.	<b>0</b>
The Manager/team leader has a minimum 3-year relevant tertiary qualification but does not meet the experience requirement.	<b>5</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing security services project.	<b>10</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing security equipment project.	<b>15</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing both security services and equipment project.	<b>20</b>

**c) Financial Standing**

Bidders must substantiate their financial standing and capacity by attaching their bank rating from their bank on a stamped letterhead to this bid document. This financial standing shall be awarded up to 10 points for functionality and will be based on the following classes:

**Bank Code definitions:**

- Code A: Undoubted for the amount
- Code B: Good for the Amount
- Code C: Good for the amount under normal working conditions
- Code D: Reasonable risk for amount
- Code E: Amount to high
- Code F: Financial position unknown
- Code G: RD commission occurs/payment deferred
- Code H: RD commissions occurs frequently

Allocation of points will be as follows.

<b>Allocation of resources</b>	<b>Points</b>
Code A - C: Good for the amount if strictly in the way of business	<b>10</b>
Code D - H: Fair trade risk for the amount to RD commissions occurs frequently	<b>0</b>

**d) Project proposal**

The bidder must provide a clear and professional project proposal, which contains evidence of the following. The following information must be provided and up to 40 points will be awarded.

<b>Criteria</b>	<b>Evidence</b>	<b>Max Points</b>
High level project overview	Below 20 points = poor Between 25-35 points = Satisfactory Above 35 points = Good	3
Interpretation of project objectives		3
Project methodology		4
Motivation for project approach		5
Implementation plan, process steps, actors, timelines and proposed deliverables		5
Project management plan		5
Stakeholder management plan		5
Proposed Standard Operating procedures		5
Similar risk and threat assessment previously completed.		5
<b>Total</b>		<b>40</b>

**11.1.2 Installation of Alarms and beams and related equipment**

The evaluation will be based on a points system, with the functional element being scored out of 100 points with a minimum threshold for the functional element set at 75%. Bids not meeting the functional element threshold will not be further evaluated.

Each element is weighted as shown in the table below:

Description		Max. Possible Score
(a)	Proven previous experience in Business alarm installation systems	20
(b)	Competency of key personnel	20
(c)	Financial Standing	20
(d)	Project proposal	40
	Maximum possible score for functionality	100

**a) Proven previous experience.**

The bidder must demonstrate at least more than 5 years’ relevant experience in the installation of alarm systems similar in value and size. Proof of appointment letters, reference letters that certify the scope of work were completed and aligned to the services requested. Reference letters must provide details of the contract value.

Company experience will be scored in terms of the organizational experience proven.

Number of reference letters/evidence provided	Points
No letters	0
One(1) to Two(2)	5
Three (3) letters	10
More than four (4) letters but less than six (6).	15
More than six (6) letters	20

**b) Competency of key personnel**

Proven track record and management experience in the management of a similar alarms contract. Please attach a certified copy of qualifications of key management personnel involved in the project. PSIRA certificates of the company and key personnel is also to be provided. Failure to provide certified and valid proof of qualifications will result in zero scoring. Date of PSIRA registration will determine the years of experience in security services.

Key personnel	Points
The Manager/team leader meets neither the qualification nor the experience requirements.	0
The Manager/team leader has a minimum 3-year	5

relevant tertiary qualification but does not meet the experience requirement.	
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing security services project.	<b>10</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing security equipment project.	<b>15</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing both security services and equipment project.	<b>20</b>

**c) Financial Standing**

Bidders must substantiate their financial standing and capacity by attaching their bank rating from their bank on a stamped letterhead to this bid document. This financial standing shall be awarded up to 10 points for functionality and will be based on the following classes:

**Bank Code definitions:**

- Code A: Undoubted for the amount
- Code B: Good for the Amount
- Code C: Good for the amount under normal working conditions
- Code D: Reasonable risk for amount
- Code E: Amount too high
- Code F: Financial position unknown
- Code G: RD commission occurs/payment deferred
- Code H: RD commissions occur frequently

Allocation of points will be as follows:

<b>Allocation of resources</b>	<b>Points</b>
Code A - C: Good for the amount if strictly in the way of business	<b>10</b>
Code D - H: Fair trade risk for the amount to RD commissions occurs frequently	<b>0</b>

**d) Project proposal**

The bidder must provide a clear and professional project proposal, which contains evidence of the following. The following information must be provided and up to 40 points will be awarded.

<b>Criteria</b>	<b>Evidence</b>	<b>Max Points</b>
High level project	Below 20 points = poor	3

overview	Between 25-35 points = Satisfactory Above 35 points = Good	
Interpretation of project objectives		3
Project methodology		4
Motivation for project approach		5
Implementation plan, process steps, actors, timelines, and proposed deliverables		5
Project management plan		5
Stakeholder management plan		5
Proposed Standard Operating procedures		5
Similar risk and threat assessment previously completed.		5
<b>Total</b>		<b>40</b>

**11.1.3 Monitoring and Armed Response**

The evaluation will be based on a points system, with the functional element being scored out of **100** points with a minimum threshold for the functional element set at **75%**. Bids not meeting or better than the functional element threshold will not be evaluated further.

Each element is weighed as shown in the table below:

	<b>Description</b>	<b>Max. Possible Score</b>
(a)	Company existence in Armed response	20
(b)	Proven previous experience of at least five years in rendering of armed response to a government institution	20
(c)	Financial Standing	10
(d)	Competency of key personnel	20
(e)	Project Proposal	40
	<b>Maximum possible score for functionality</b>	<b>100</b>

**a) Number of years the company has been operational since its establishment (Company existence)**

The bidder must submit proof of company registration/establishment and its record of operation since then together with any other relevant information requested based

upon which up to 20 points for Company establishment for functionality will be awarded to the bidder in this regard.

Company establishment shall be scored in terms of the number of years the company has been operational since establishment.

Number of Years	Points
0 to 1 year	0
2 to 3 years	10
4 to 5 years	15
6 years and more	20

**b) Proven previous experience of at least five years in rendering of armed response/monitoring services to Government institutions**

Proven previous experience of at least five years in rendering armed response/monitoring services to government institutions. A reference letter from at least two government entities with contactable references (with an e-mail address and contact number) to whom services were rendered for longer than five years must be attached to this bid document. The value of the projects must be indicated together with the start and end date in the reference letters upon which up to 20 points for experience for functionality will be awarded to the bidder in this regard.

All current projects shall be scored in terms of completed years from contract commencement date.

Number of Years	Points
0 to 4 years in Government institutions	0
5 years and more in government institutions	20

**c) Financial Standing**

Bidders must substantiate their financial standing and capacity by attaching their bank rating from their bank on a stamped letterhead to this bid document. This financial standing shall be awarded up to 10 points for functionality and will be based on the following classes:

**Bank Code definitions:**

- Code A: Undoubted for the amount
- Code B: Good for the Amount
- Code C: Good for the amount under normal working conditions
- Code D: Reasonable risk for amount
- Code E: Amount to high
- Code F: Financial position unknown
- Code G: RD commission occurs/payment deferred
- Code H: RD commissions occurs frequently

Allocation of points will be as follows;

<b>Allocation of resources</b>	<b>Points</b>
Code A - C: Good for the amount if strictly in the way of business	<b>10</b>
Code D - H: Fair trade risk for the amount to RD commissions occurs frequently	<b>0</b>

**d) Competency of key personnel**

Proven track record and management experience in the management of a similar monitoring and armed response contract. Please attach a certified copy of qualifications of key management personnel involved in the project. PSIRA certificates of the company and key personnel is also to be provided. Failure to provide certified and valid proof of qualifications will result in zero scoring. Date of PSIRA registration will determine the years of experience in security services.

<b>Key personnel</b>	<b>Points</b>
The Manager/team leader meets neither the qualification nor the experience requirements.	<b>0</b>
The Manager/team leader has a minimum 3-year relevant tertiary qualification but does not meet the experience requirement.	<b>5</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing security services project.	<b>10</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing security equipment project.	<b>15</b>
The Manager/team leader has 3-year relevant tertiary qualification and has at least 5 years' experience in managing both security services and equipment project.	<b>20</b>

**e) Project proposal**

The bidder must provide a clear and professional project proposal, which contains evidence of the following. The following information must be provided and up to 40 points will be awarded.

Criteria	Evidence	Max Points
High level project overview	Below 20 points = poor Between 25-35 points = Satisfactory Above 35 points = Good	3
Interpretation of project objectives		3
Project methodology		4
Motivation for project approach		5
Implementation plan, process steps, actors, timelines, and proposed deliverables		5
Project management plan		5
Stakeholder management plan		5
Proposed Standard Operating procedures		5
Similar risk and threat assessment previously completed.		5
<b>Total</b>		<b>40</b>

**11.1.4 Provision of close protectors**

The evaluation will be based on a points system, with the functional element being scored out of **100** points with a minimum threshold for the functional element set at **75%**. Bids not meeting or better than the functional element threshold will not be further evaluated.

Each element is weighted as shown in the table below:

	Description	Max. Possible Score
(a)	Company existence	20
(b)	Proven previous experience of more than five years in close protection services rendered	20
(c)	Financial Standing	10
(d)	Sufficient staff to provide close protection	10
(e)	Project proposal	40
<b>Maximum score for functionality</b>		<b>100</b>

**a) Number of years the company has been operational since its establishment**

The bidder must submit proof of company registration/establishment and its record of operation since then together with any other relevant information requested based upon which up to 20 points for Company establishment for functionality will be awarded to the bidder in this regard.

Company establishment shall be scored in terms of the number of years the company has been operational since establishment.

Number of Years	Points
0 to 1 year	0
More than 1 to 3 years	10
More than 3 to 5 years	15
More than 5 years	20

**b) Proven previous experience of more than five years in close protector services**

Proven previous experience of more than five years in close protection services rendered. A reference letter from at least two legal entities with contactable references (with an e-mail address and contact number) to whom such services were rendered for longer than five years must be attached to this bid document. The type of service must be indicated together with the start and end date in the reference letters upon which up to 20 points for Experience for functionality will be awarded to the bidder in this regard.

All current projects shall be scored in terms of completed years from contract commencement date.

Number of Years	Points
0 to 5 years	0
More than 5 years	20

**c) Financial Standing**

Bidders must substantiate their financial standing and capacity by attaching their bank rating from their bank on a stamped letterhead to this bid document. This financial

standing shall be awarded up to 10 points for functionality and will be based on the following classes:

**Bank Code definitions:**

- Code A: Undoubted for the amount
- Code B: Good for the Amount
- Code C: Good for the amount under normal working conditions
- Code D: Reasonable risk for amount
- Code E: Amount to high
- Code F: Financial position unknown
- Code G: RD commission occurs/payment deferred
- Code H: RD commissions occur frequently

Allocation of points will be as follows;

Allocation of resources	Points
Code A - C: Good for the amount if strictly in the way of business	<b>10</b>
Code D - H: Fair trade risk for the amount to RD commissions occurs frequently	<b>0</b>

**(d) Sufficient trained staff to provide close protection**

The bidder must have sufficient staff in their employment to be able to deliver the necessary services. The following information must be provided and up to 20 points will be awarded for copies of training courses and CV's of employed staff. Evaluation may be conducted telephonically. Points will only be awarded if criteria are met.

Criteria	Points	
2 Close protectors in the employ of the bidder	<b>Yes = 10</b>	<b>No = 0</b>
2 Close protectors with the minimum PSIRA accredited training as close protectors	<b>Yes = 15</b>	<b>No = 0</b>
2 Close protectors with the necessary minimum Firearm training and PSIRA registered	<b>Yes = 20</b>	<b>No = 0</b>
<b>Total</b>	<b>20</b>	<b>0</b>

**e) Project proposal**

The bidder must provide a clear and professional project proposal, which contains evidence of the following. The following information must be provided and up to 40 points will be awarded.

Criteria	Evidence	Max Points
High level project overview	Below 20 points = poor Between 25-35 points = Satisfactory Above 35 points = Good	3
Interpretation of project objectives		3
Project methodology		4
Motivation for project approach		5
Implementation plan, process steps, actors, timelines, and proposed deliverables		5
Project management plan		5
Stakeholder management plan		5
Proposed Standard Operating procedures		5
Similar risk and threat assessment previously completed.		5
<b>Total</b>		<b>40</b>

#### **11.1.5 Provision of anti-land invasion monitoring and removal of illegal structures/fencing**

The evaluation will be based on a points system, with the functional element being scored out of **100** points with a minimum threshold for the functional element set at **75%**. Bids not meeting or better than the functional element threshold will not be further evaluated.

Each element is weighed as shown in the table below:

	Description	Max. Possible Score
(a)	Company existence	20
(b)	Proven previous experience of more than five years in anti-land invasion services rendered (either or prevention of illegal occupation of land and or evictions/demolition of illegal structures)	20
(c)	Financial Standing	10
(d)	Resources	10
(e)	Project proposal	40
<b>Maximum possible score for functionality</b>		<b>100</b>

a) Number of years the company has been operational since its establishment

The bidder must submit proof of company registration/establishment and its record of operation since then together with any other relevant information requested based upon which up to 20 points for Company establishment for functionality will be awarded to the bidder in this regard.

Company establishment shall be scored in terms of the number of years the company has been operational since establishment.

<b>Number of Years</b>	<b>Points</b>
0 to 1 year	<b>0</b>
More than 1 to 3 years	<b>10</b>
More than 3 to 5 years	<b>15</b>
More than 5 years	<b>20</b>

**b) Proven previous experience in anti-land invasion activities**

Similar project experience in evictions and security services to Municipalities or government institutions. Copies of appointment letters with corresponding reference letters are required. Only appointment letters with contactable references will count per project. 20 points for Experience for functionality will be awarded to the bidder in this regard.

Similar projects shall be scored in terms of number of similar projects.

<b>Similar projects completed successfully</b>	<b>Points</b>
0 similar projects completed successfully	<b>0</b>
One (1) to two (2) similar projects completed successfully	<b>5</b>
Three (3) to four (4) similar projects completed successfully	<b>10</b>
Five (5) to Six (6) similar projects completed successfully	<b>15</b>
Seven(7) or more similar projects completed successfully	<b>20</b>

**c) Financial Standing**

Bidders must substantiate their financial standing and capacity by attaching their bank rating from their bank on a stamped letterhead to this bid document. This financial standing shall be awarded up to 10 points for functionality and will be based on the following classes:

**Bank Code definitions:**

- Code A: Undoubted for the amount
- Code B: Good for the Amount
- Code C: Good for the amount under normal working conditions
- Code D: Reasonable risk for amount
- Code E: Amount to high
- Code F: Financial position unknown
- Code G: RD commission occurs/payment deferred
- Code H: RD commissions occur frequently

Allocation of points will be as follows;

Allocation of resources	Points
Code A - C: Good for the amount if strictly in the way of business	<b>10</b>
Code D - H: Fair trade risk for the amount to RD commissions occurs frequently	<b>0</b>

**(d) Resources**

The bidder must own an armoured vehicle, and it must be available room within the jurisdiction of the George Municipality. The bidder must also have access to sufficient storage for the storage of building material and fences that are removed. The following information must be provided and up to 10 points will be awarded for evidence of ownership of an armoured vehicle and access to a storage facility at short notice. Evaluation will be conducted during a site visit. Points will only be awarded if criteria are met.

Criteria	Points	
Armoured vehicle registered on company name	<b>Yes = 4</b>	<b>No = 0</b>
1-4 patrol vehicles registered in the name of the company (e natis documents required)	<b>Yes = 2</b>	<b>No = 0</b>
Evidence of access to sufficient storage within George Municipal area	<b>Yes = 2</b>	<b>No = 0</b>
Evidence of equipment and resources available for destruction of informal illegal houses built including access to a truck and access to a TLB.	<b>Yes = 2</b>	<b>No = 0</b>
<b>Total</b>	<b>10</b>	<b>0</b>

**e) Project proposal**

The bidder must provide a clear and professional project proposal, which contains evidence of the following. The following information must be provided and up to 40 points will be awarded.

Criteria	Evidence	Max Points
High level project overview	Below 20 points = poor Between 25-35 points = Satisfactory Above 35 points = Good	3
Interpretation of project objectives		3
Project methodology		4
Motivation for project approach		5
Implementation plan, process steps, actors, timelines and proposed deliverables		5
Project management plan		5
Stakeholder management plan		5
Proposed Standard Operating procedures		5
Similar risk and threat assessment previously completed.		5
<b>Total</b>		<b>40</b>

**Important notes:**

- **Service providers that score less than 75 out of 100 points for functionality criteria will be regarded as submitting a non-responsive Bid and will not be evaluated on price and preference points.**
- **Service providers must ensure that all the information requested is provided in detail. Failure on the service providers' part to provide the evidence required to aware points will result in no points being awarded for those criteria.**
- **Unclear and incomplete information provided will result in no points being allocated.**
- **Service providers must submit applicable information for this tender. Reference to any attached document must be clearly indicated.**

I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we

**understand the information as stated in the technical specifications and that I/we will comply with everything as stated.**

**Points will be allocated in terms of the evidence provided by the service provider. If the information provided during the evaluation of the tender are known to be false, the municipality will reserve the right not to award points and/or cancel the tender and/or execute any other remedy allowed by law.**

.....  
**Name (print)** .....  
**Signature**

.....  
**Capacity** .....  
**Date**

**12. PRICING CONDITIONS**

12.1. The pricing structure or schedule has been designed for bidders to cast their prices. Bidders must/ shall indicate their prices for each line item for all required services within a section, or tender part. Failure to adhere to this requirement shall lead to automatic disqualification.

12.2. Tenders will be evaluated and awarded per region for guarding. The sum of the prices for each item within an area shall be totalled, for year one. The proposed percentage for the outer years will be taken into consideration to obtain the total cost to Council and will be used as the basis to evaluate prices.

12.3. Service providers are urged to consider all the necessary costs of bringing the services to the client when casting their prices i.e. (wages, transport, telephone, management etc.).

12.4 The municipality shall at any given stage during the evaluation of tenders, conduct verification checks to ensure that unrealistically low tenders are eliminated not to participate further on price. Service providers are also urged to use historical trends as well as liaising with PSIRA for possible future wage increases to make realistic forecasting, for the purposes of making informed financial decisions. No further price adjustments shall be accommodated, other than the ones agreed upon according this tender. Under quoting on the PSIRA prices per guard or officer will result in immediate disqualification.

- 12.5 The amounts tendered in the pricing schedule shall be deemed to include all applicable allowances, including but not limited to Sunday and public holiday premiums, leave provision, sick pay, night shift allowance, UIF, COID, firearm allowance, bonus, relief officers, transport of security staff and their equipment to and from points of duty, transport and cost of senior personnel for inspections and management meetings, uniforms, protective clothing and equipment, communications equipment, training, supervision, profit, overheads, as well as taxes, duties, levies and all other obligations which may be imposed upon a Contractor.
- 12.6 Usual items such as batons, handcuffs, pocketbooks and pens (plus whistles and approved luminescent bibs) are deemed to be standard equipment of Security Officers. As part of the standard equipment, personnel shall also be equipped with flashlights in winter and at night as well as raingear in winter.
- 12.7 Should it be established during the contract that Security Officers of lower grade have been provided; a penalty shall be incurred in addition to a price/rate adjustment. In any instance of the placement of Officers with no training, no payment shall be made. Any overpayments already made shall forthwith be recovered from the time a lower graded or untrained Security Officer is supplied. Additionally, the Breach/Default clause may be applied.
- 12.8 Bidders must always ensure that they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of Security Officers.
- 12.9 Any additional cost that may occur (for example by the deployment of Security Officers other than specified in the relevant Site Order / Works Document) must be specified by the Contractor and presented in writing to the client department for approval before being incurred.
- 12.10 Year 1 shall mean the period: from date of commencement for twelve calendar months. Year 2 shall mean the 01<sup>st</sup> day of the preceding month after year 1 has

lapse and will be for a period of twelve calendar months. Year 3 shall mean the 01<sup>st</sup> day of the preceding month after year 2 has lapse and will be for a period of twelve calendar months. Year 4 shall mean the 01<sup>st</sup> day of the preceding month after year 3 has lapse and will be for a period of twelve calendar months. Year 5 shall mean the 01<sup>st</sup> day of the preceding month after year 4 has lapse and will be for a period of twelve calendar months.

**12.11 The municipality reserves the right to award this tender in whole or part thereof (per area).**

12.12 The municipality reserves the right to increase or decrease the number of security sites as well as the number of guards per shift for each site, due to operational and financial reasons.

12.13 The municipality also reserves the right to terminate the contract of the successful bidder at any time prior to end date of the contract due to operational, financial, under-performance, or any material reason that can be justified by the municipality.

12.14 In the case of any decrease or termination, the municipality will give the service provider at-least 30-day notice in writing of the decrease.

12.15 In the event of increase the municipality will give the service provider 48-hour notice in writing to comply.

12.16 All prices are per hour and must be indicated in the pricing schedule as an hourly rate. Hourly rates indicated will be for weekdays, weekends and public holidays separately.

12.17. All prices shall be quoted in South African currency and be **INCLUSIVE** of **VAT**.

12.18. The percentage (%) increases for the outer years (year 2 and year 3) will be linked to the PSIRA increase (Illustrative pricing of security association of SA) or CPI percentage (whichever is higher)

12.19 Bidders must tender all rates per region. If not tendered, then the bidder will be disqualified for that region.

12.20 The rates for year 1 must compensate for all costs required for set up and account for escalation with the exception of Parts D – G.

12.21 Quantities in the pricing schedule is for evaluation purposes and may differ after the tender award.

**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

<p><b>Name of bidder</b>.....</p> <p><b>Tender number: GMT045/25-26</b></p> <p><b>Closing Time: 18 May 2026</b></p> <p><b>Closing Date: 12:00</b></p>
--

**PART A: GUARDING SERVICES**

- Rates (Column A) are per hour for this category (unless otherwise stated)
- Quantities (Column B) are for evaluation purposes only
- Total (Column C) is to be calculated by multiplying the rate (Column A) with the Quantity (Column B).
- All columns must be populated with a value.

<b>PART A: STATIC GUARDING SERVICES (ALL APPLICABLE TAXES INCLUDED)</b>				
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>A</b>	<b>B</b>	<b>C (A x B)</b>
<b>1.</b>	<b>Unarmed Grade C Officer</b>	RATE PER HOUR YEAR 1 (A)	QUANTITY (B)	TOTAL (AxB)
1.1	Dayshift		120	
	Day shift on a Saturday		24	
	Day shift on a Sunday		24	
	Day shift on a public holiday		12	
1.2	Nightshift		120	
	Nightshift on Saturday		24	
	Nightshift on Sunday		24	
	Night shift on a public holiday		12	
<b>2.</b>	<b>Unarmed Grade B Officer</b>	RATE PER HOUR (A)	QUANTITY (B)	TOTAL (AxB)
2.1	Dayshift		120	
	Day shift on a Saturday		24	
	Day shift on a Sunday		24	

<b>PART A: STATIC GUARDING SERVICES (ALL APPLICABLE TAXES INCLUDED)</b>				
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>A</b>	<b>B</b>	<b>C (A x B)</b>
	Day shift on a public holiday		6	
2.2	Nightshift		120	
	Nightshift on Saturday		24	
	Nightshift on Sunday		24	
	Night shift on a public holiday		6	
<b>3.</b>	<b>Unarmed Grade A Officer</b>	RATE PER HOUR (A)	QUANTITY (B)	TOTAL (AxB)
3.1	Dayshift		120	
	Day shift on a Saturday		24	
	Day shift on a Sunday		24	
	Day shift on a public holiday		12	
3.2	Nightshift		120	
	Nightshift on Saturday		24	
	Nightshift on Sunday		24	
	Night shift on a public holiday		12	
<b>4.</b>	<b>Patrol vehicle per km</b>	RATE PER KM (A)	QUANTITY (B)	TOTAL (AxB)
4.1	Light Delivery vehicle (Bakkie)		1	
4.2	Light Motor vehicle		1	
4.3	Motorcycle (quadbikes etc.)		1	
<b>5.</b>	<b>Armed Officer + Weapons</b>	RATE PER HOUR (A)	QUANTITY (B)	TOTAL (AxB)
5.1	Armed Grade C Officer + 9mm handgun/Pistol		1	
5.2	Armed Grade C Officer + 12 Gauge shotgun		1	
5.3	Armed Grade B Officer + 9mm handgun/Pistol		1	
5.4	Armed Grade B Officer + 12 Gauge shotgun		1	
5.5	Armed Grade A Officer + 9mm handgun/Pistol		1	
5.6	Armed Grade A Officer + 12 Gauge shotgun		1	

<b>PART A: STATIC GUARDING SERVICES (ALL APPLICABLE TAXES INCLUDED)</b>				
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>A</b>	<b>B</b>	<b>C (A x B)</b>
	<b>Additional Services / Items (not to be used in evaluation)</b>	RATE PER MONTH (A)	QUANTITY (B)	TOTAL (AxB)
6.	Guard house		1	
7.	Portable toilet, locked and serviced once a week		1	
<b>TOTAL RATES YEAR 1 (Add up all totals in C)</b>				
<b>ESCALATION: TOTAL YEAR 2 AND 3 WILL BE LINKED TO PSIRA PERCENTAGE INCREASE (ILLUSTRATIVE PRICING OF SECURITY ASSOCIATION OF SA) OR CPI PERCENTAGE (WHICHEVER IS HIGHER)</b>				

**PART B: AD HOC GUARDING SERVICES**

- Rates are per hour for guards at sites that are not planned for this category (unless otherwise stated)
- Quantities will be averaged for evaluation purposes only

<b>PART B: AD HOC GUARDING TARIFFS (ALL APPLICABLE TAXES INCLUDED)</b>		
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>YEAR 1</b>
		<b>RATE PER HOUR</b>
<b>b. Ad Hoc Guarding Service</b>		
1.	Unarmed Grade C Officer	LEAVE BLANK
1.1	Dayshift	
	Day shift on a Sunday	
	Day shift on a public holiday	
1.2	Nightshift	
	Nightshift on Sunday	
	Night shift on a public holiday	
2.	Unarmed Grade B Officer	LEAVE BLANK
2.1	Dayshift	
	Day shift on a Sunday	
	Day shift on a public holiday	
2.2	Nightshift	
	Nightshift on Sunday	

<b>PART B: AD HOC GUARDING TARIFFS (ALL APPLICABLE TAXES INCLUDED)</b>		
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>YEAR 1</b>
		<b>RATE PER HOUR</b>
<b>b. Ad Hoc Guarding Service</b>		
	Night shift on a public holiday	
3.	Unarmed Grade A Officer	LEAVE BLANK
3.1	Dayshift	
	Day shift on a Sunday	
	Day shift on a public holiday	
3.2	Nightshift	
	Nightshift on Sunday	
	Night shift on a public holiday	
4.	Patrol vehicle per km	LEAVE BLANK
4.1	Light Delivery vehicle (Bakkie)	
4.2	Light Motor vehicle	
4.3	Motorcycle (quadbikes etc.)	
5.	Armed Officer + Weapons	LEAVE BLANK
5.1	Armed Grade C Officer + 9mm handgun/Pistol	
5.2	Armed Grade C Officer + 12 Gauge shotgun	
5.3	Armed Grade B Officer + 9mm handgun/Pistol	
5.4	Armed Grade B Officer + 12 Gauge shotgun	
5.5	Armed Grade A Officer + 9mm handgun/Pistol	
5.6	Armed Grade A Officer + 12 Gauge shotgun	
	<b>TOTAL (B)</b>	
	<b>Additional items not included in evaluation</b>	<b>RATE PER DAY</b>
6.	Guard house	
7.	Portable toilet, locked and serviced once a week	
<b>TOTAL RATES FOR YEAR ONE (ALL VALUES TO BE ADDED)</b>		
<b>ESCALATION: TOTAL YEAR 2 AND 3 WILL BE LINKED TO PSIRA PERCENTAGE INCREASE (ILLUSTRATIVE PRICING OF SECURITY ASSOCIATION OF SA) OR CPI PERCENTAGE (WHICHEVER IS HIGHER)</b>		

**PART C: FURTHER AD HOC SECURITY RATES**

- Rates are per hour for guards **SPECIFICALLY TRAINED FOR EVENTS** that are not planned for this category (unless otherwise stated).
- Quantities will be averaged for evaluation purposes only.

<b>PART C FURTHER AD HOC SECURITY TARIFFS (ALL APPLICABLE TAXES INCLUDED)</b>		
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>YEAR 1</b>
		<b>RATE PER HOUR</b>
<b>c. Special Events (All Officers to be registered for events)</b>		
1.	Unarmed Grade C Events Officer	LEAVE BLANK
1.1	Dayshift	
	Day shift on a Sunday	
	Day shift on a public holiday	
1.2	Nightshift	
	Nightshift on Sunday	
	Night shift on a public holiday	
2.	Unarmed Grade B Events Officer	LEAVE BLANK
2.1	Dayshift	
	Day shift on a Sunday	
	Day shift on a public holiday	
2.2	Nightshift	
	Nightshift on Sunday	
	Night shift on a public holiday	
3.	Unarmed Grade A Events Officer	LEAVE BLANK
3.1	Dayshift	
	Day shift on a Sunday	
	Day shift on a public holiday	
3.2	Nightshift	
	Nightshift on Sunday	
	Night shift on a public holiday	
4.	Patrol vehicle per km	LEAVE BLANK

<b>PART C FURTHER AD HOC SECURITY TARIFFS (ALL APPLICABLE TAXES INCLUDED)</b>		
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>YEAR 1</b>
		<b>RATE PER HOUR</b>
<b>c. Special Events (All Officers to be registered for events)</b>		
4.1	Light Delivery vehicle (Bakkie)	
4.2	Light Motor vehicle	
4.3	Motorcycle (quadbikes etc.)	
5.	Armed Officer + Weapons	<b>LEAVE BLANK</b>
5.1	Armed Grade C Officer + 9mm handgun/Pistol	
5.2	Armed Grade C Officer + 12 Gauge shotgun	
5.3	Armed Grade B Officer + 9mm handgun/Pistol	
5.4	Armed Grade B Officer + 12 Gauge shotgun	
5.5	Armed Grade A Officer + 9mm handgun/Pistol	
5.6	Armed Grade A Officer + 12 Gauge shotgun	
5.7	Tactical Officers + equipment + weapon	
<b>TOTAL RATES FOR YEAR ONE (ALL VALUES TO BE ADDED)</b>		
<b>ESCALATION: TOTAL YEAR 2 AND 3 WILL BE LINKED TO PSIRA PERCENTAGE INCREASE (ILLUSTRATIVE PRICING OF SECURITY ASSOCIATION OF SA) OR CPI PERCENTAGE (WHICHEVER IS HIGHER)</b>		

<b>PART D 1. TECHNOLOGY IMPROVEMENTS</b>					
<b>GEORGE AREA &amp; UNIONDALE AREA</b>					
<b>(D) INSTALLATION OF ALARM SYSTEMS (ALL APPLICABLE TAXES INCLUDED)</b>					
<b>NO</b>	<b>ITEM DESCRIPTION</b>	<b>Number Of Units</b>	<b>Supply and or Installation Rate For Year 1</b>	<b>Supply and or Installation Rate For Year 2</b>	<b>Supply and or Installation Rate For Year 3</b>
1.	Auto roam free data sim for device (Only one sim required due to best network selection)	1			
2.	10-Port Managed D/top Switch 10-Port Managed Desktop Switch with 8-Port PoE	1			
3.	10 Gig Top up Including management and loading Only charge if requested	1			
4.	12Volt 7AH Battery Sealed lead acid battery, maintenance-free	1			
5.	Exit Button - No Touch Flush mount; 12Vdc; Stainless Steel; NO/NC relay output	1			
6.	12VDC 5A PSU,13.8VDC 1.5A + Lipo4 Charge Ready Metal Enclosure, Keylock, SANS IEC60950	1			
7.	12Volt 17AH Battery Sealed lead acid battery; deep cycle; maintenance-free;	1			
8.	DoorProtect White Wireless magnetic opening detector	1			
9.	WallSwitch Black Wireless 220VAC power relay with energy monitor	1			
10.	Multi Transmitter White Multi Transmitter for 3rd party devices	1			
11.	Relay Wireless low-current dry contact relay	1			
12.	Hub 2 (4G) Security control panel with alarm photo/video verification support	1			
13.	Leaks Protect White Wireless flood detector	1			
14.	Motion Cam Outdoor White (Phod) Motion Cam Outdoor White (Phod)	1			
15.	FireProtect 2 RB (Heat/Smoke/CO) (8EU) white Wireless Smoke, Heat, and CO Alarm	1			
16.	Smart Universal Bracket Smart universal bracket for MotionProtect Outdoor & MotionCam Outdoor	1			
17.	24 month - 40gig Day time/40gig Night data. Includes weekly sim reviews Closed top up line	1			
18.	Green Call Point Double contact resettable green with lid	1			
19.	Indoor Only Elbeco or similar Electro Magnetic Lock 272Kg 12Vdc or 24Vdc; 272Kg holding force	1			
20.	Ebelco or similar Z-Bracket 600 For BEL600 maglock; used for in-swing doors	1			
21.	Transmitter Module	1			
22.	DomeCam Mini (5 Mp / 2.8mm)	1			
23.	Alarm Tech Team Labour Per Hour Standard	p/h			
24.	Alarm Tech Team Labour Per Hour (After Trade)	p/h			
25.	Camera Box	1			
26.	Per/m comms and CAT5 cable	p/m			
27.	Per/m pricing for 20mm conduit, including bends, saddles and joins	p/m			
28.	Consumable cost per hour - Includes fittings, tape, drill bits and sealants	p/h			
29.	Once off sim and connection fee Including purchase and delivery to site	1			
30.	TRAVEL COST INCLUDING TECHNICAL TEAM	p/km			

31.	ROUTER LTE 4G (excluding Sim Card)	1			
32.	64G SD Card	1			
33.	Complete site visit and final handover (George or Uniondale)	1			
34.	Street Siren White Wireless outdoor siren	1			
35.	Surge and Protection Plug	1			
36.	Per/m pricing for trenching/ backfill - Excludes concrete and paving (to be priced separately)	p/m			
37.	Labour to fit wired device (excludes stock with max 10m run)	p/h			
38.	Labour to fit wireless device	p/h			
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED) (d)</b>					
<b>TOTAL RATES D1 FOR 3 YEARS (ALL APPLICABLE TAXES INCLUDED)</b>					

The below mentioned pricing items are for existing alarms which need to be either upgraded or linked until such time that the present technology is updated when funding becomes available

<b>PART D 2. TECHNOLOGY IMPROVEMENTS</b>					
<b>GEORGE AREA &amp; UNIONDALE AREA</b>					
<b>(d)INSTALLATION OF ALARMS AND BEAMS (ALL APPLICABLE TAXES INCLUDED)</b>					
<b>NO</b>	<b>ITEM DESCRIPTION</b>	<b>Number Of Units</b>	<b>Supply and or Installation Rate For Year 1</b>	<b>Supply and or Installation Rate For Year 2</b>	<b>Supply and or Installation Rate For Year 3</b>
1.	32 Zone Hardwired LCD keypad (Paradox or Equivalent)	1			
2.	Indoor Wired Passive Infrared (PIR) (Paradox or Equivalent)	1			
3.	Metal Panel Box with 32 Zone Control Panel Hardwired	1			
4.	Isolation Transformer (Paradox or Equivalent)	1			
5.	12V 12AH Lithium Battery	1			
6.	3V lithium battery for PIR's and DC	1			
7.	30 - Watt Siren	1			
8.	Wired Magnetic Door Contact (Paradox or Equivalent)	1			
9.	Fixed Wired Emergency Panic Button (Paradox or Equivalent)	1			
10.	Wireless Remote Panic Alarm	1			
11.	Outdoor Wired Passive Infrared (PIR) (Paradox or Equivalent)	1			
12.	Wired IR Strip Outdoor Beams 30m – (4 beam Paradox or Equivalent)	1			
13.	Wired IR Strip Outdoor Beams 30m – (6 beam Paradox or Equivalent)	1			
14.	Wired IR Strip Outdoor Beams 30m – (8 beam Paradox or Equivalent)	1			
15.	Wired IR Strip Outdoor Beams 70m (4 beam Paradox or Equivalent)	1			
16.	Wired IR Strip Outdoor Beams 70m (6 beam Paradox or Equivalent)	1			
17.	Wired IR Strip Outdoor Beams 70m (8 beam Paradox or Equivalent)	1			
18.	Dome 360 Ceiling Mounted Motion Detector (Paradox or Equivalent)	1			

19.	Strobe Light Large (Red)	1			
20.	4G Cellular Communicator (Permacon,Paradox or Equivalent)	1			
21.	Smoke and Heat Detector (Paradox or Equivalent)	1			
22.	Strobe Light Large (White)	1			
23.	Strobe Light Large (Blue)	1			
24.	Blue 4 Button Dual Code Remote Transmitter	1			
25.	Roller Shutter Magnetic Contacts (Paradox or Equivalent) - Complete set	1			
26.	4 Core Alarm Cable (Rate per meter)	1			
27.	6 Core Alarm Cable (Rate per meter)	1			
28.	32 Zone Wireless LCD Keypad (Paradox or Equivalent)	1			
29.	Wireless Indoor Passive Infrared (PIR)	1			
30.	Metal Box with 32 Zone Wireless Control Panel (Paradox or Equivalent)	1			
31.	Wireless 30 - Watt Siren	1			
32.	Wireless Magnetic Door Contact	1			
33.	Fixed Wireless Emergency Panic	1			
34.	Outdoor Wireless Passive Infrared (PIR) (Paradox or Equivalent)	1			
35.	30m IR Wireless Strip Outdoor Beams (Paradox or Equivalent)	1			
36.	60m IR Wireless Strip Outdoor Beams (Paradox or Equivalent)	1			
37.	Dual IR Wireless Strip Outdoor Beams (Paradox or Equivalent)	1			
38.	Wireless Dome 360 Ceiling Mounted Motion detector (Paradox or Equivalent)	1			
39.	Wireless Smoke and heat Detector (Paradox or Equivalent)	1			
40.	DSC Neo TL280 Sim & LAN Communicator	1			
41.	DSC Neo TL280 Sim & LAN Communicator Antennae	1			
42.	Transformer for Alarm Panel	1			
43.	Tamper Switch for 10BOX-MED	1			
44.	Tamper Switch Bracket for 10BOX-MED	1			
45.	DSC Neo 1Amp Supervised battery backup supply module	1			
46.	<b>Hourly Labour Cost:</b>	Rate p/h			
	Confirguration & Testing	Rate			
	Commisioning of Alarm System	Rate			
	Radio Linking of alarm	Rate			
	Network Linking alarm	Rate			
47.	<b>Sundries</b>	Rate			
	UTP Cat 5 per meter	1			
	Rj45 Connectors	1			
	RJ45 Boots	1			
	Plug Tops	1			
	Multiplug 3 way	1			
	Fasteners	1			
	25mm PVC Conduit Short Bend	1			
	25mm PVC Conduit Coupling	1			
	25mm PVC Conduit Male Adaptor	1			

	25mm PVC Conduit Raised Saddles	1			
	25mm PVC Conduit 4m Length	1			
	25mm PVC Conduit Box 1 Way	1			
	25mm PVC Conduit Box 2 Way	1			
	25mm PVC Conduit Box 3 Way	1			
	PVC Conduit Round Box Lid	1			
	Actsyst Screw Machine M5 x 20 Cheese	1			
	Sprag PVC 25mm White	1			
	3 Core, 1mm, Black Cab tyre	1			
	4 Core Twisted Pair, Mylar cable for Keypads	1			
	Installation of Olarm or similar device and link	1			
	Installation of video camera for link	1			
48.	<b>Travel Requirements:</b> Per Kilometer	Rate per km			
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED) (d 2)</b>					
<b>TOTAL RATES D1 FOR 3 YEARS (ALL APPLICABLE TAXES INCLUDED)</b>					

<b>PART E – ARMED RESPONSE AND ALARM MONITORING (ALL APPLICABLE TAXES INCLUDED)</b>				
<b>N O</b>	<b>TYPE OF SERVICE</b>	<b>ALL REGIONS</b>	<b>ALL REGIONS</b>	<b>ALL REGIONS</b>
		<b>RATE PER SITE PER MONTH FOR YEAR 1</b>	<b>RATE PER SITE PER MONTH FOR YEAR 2</b>	<b>RATE PER SITE PER MONTH FOR YEAR 3</b>
<b>Armed Reaction and monitoring of alarms</b>				
1.	Armed Response per site per month			
2.	Alarm monitoring per site per month			
3.	Radio fees per site per month per building (WHERE REQUIRED)			
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)</b>				
<b>TOTAL RATES PER SITE PER MONTH FOR ALL THREE (3) YEARS (ALL APPLICABLE TAXES INCLUDED)</b>				

<b>PART F: CLOSE PROTECTION (ALL APPLICABLE TAXES INCLUDED)</b>				
<b>NO</b>	<b>TYPE OF SERVICE</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
		<b>RATE PER HOUR</b>	<b>RATE PER HOUR</b>	<b>RATE PER HOUR</b>
	<b>f. VIP protection officer</b>			
1.	V.I.P Protection Officer + weapon + suitable vehicle + radio	LEAVE BLANK	LEAVE BLANK	LEAVE BLANK
1.1	Dayshift			
1.2	Nightshift			
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED) (f)</b>				
<b>TOTAL RATES PER HOUR FOR 3 YEARS (ALL APPLICABLE TAXES INCLUDED)</b>				

**PART G: ANTI LAND INVASION ACTIONS (ALL APPLICABLE TAXES INCLUDED)**

NO	TYPE OF SERVICE	YEAR 1	YEAR 2	YEAR 3
		RATE PER HOUR	RATE PER HOUR	RATE PER HOUR
<b>g. Anti land invasion actions</b>				
1.	Passive/Active monitoring of identified land to monitor based on 100 m2	LEAVE BLANK	LEAVE BLANK	LEAVE BLANK
1.1	Dayshift			
1.2	Nightshift			
2	Eviction and destruction actions	LEAVE BLANK	LEAVE BLANK	LEAVE BLANK
2.1	Grade B armed security guard for evictions			
2.2	Grade B unarmed security guard for evictions			
2.3	Workers for breaking down structures			
2.4	6 Specialist reaction/intervention task force officials with one armoured vehicle, armed			
2.5	12 Specialist reaction/intervention task force officials with one armoured vehicle and response vehicles, armed			
		<b>RATE PER STRUCTURE</b>	<b>RATE PER STRUCTURE</b>	<b>RATE PER STRUCTURE</b>
3.	Breaking down of informal illegal structure of approximately 5m2 and transport to service provider storage facility			
4.	Removal of fences per kilometer and transport to service provider storage facility			
		<b>RATE FOR 7 DAYS</b>	<b>RATE FOR 7 DAYS</b>	<b>RATE FOR 7 DAYS</b>
5	Storage cost and destruction of material after 7 days of approx. 5m2			
6.	Storage costs and destruction of material after 7 days of approx. 100 m2			
		<b>RATE PER STRUCTURE</b>	<b>RATE PER STRUCTURE</b>	<b>RATE PER STRUCTURE</b>
7.	Cost of removal of illegal shipping containers or similar (used for accommodation and or trading purposes) to own storage	LEAVE BLANK	LEAVE BLANK	LEAVE BLANK
7.1	3 m container			
7.2	6 m container			
7.3	9 m container			
7.4	12 m container			
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED) (g)</b>				
<b>TOTAL RATE FOR 3 YEARS (ALL APPLICABLE TAXES INCLUDED)</b>				

***Bidders that do not adhere to the pricing conditions of this document will be disqualified and not further evaluated.***

**VALUE ADDED TAX**

Where the value of an intended contract will exceed R1,000,000,00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes to be able to issue tax invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies more than R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

**CHECKLIST FOR COMPLETENESS OF BID DOCUMENT**

The bidder is required to complete the following checklist to ensure that the necessary documentation, as required, is attached to this bid document and that all declarations are signed by the bidder:

**(\*Mark with "X" where applicable)**

Items to be checked	Yes	No	Comments
Completed page containing the details of bidder			
Submitted their unique person identification number (pin) issued by SARS to enable the municipality to view the taxpayer's profile and tax status.			
Completed and signed declaration of interest (MBD 4)			
Completed and signed declaration to claim preference points (MBD 6.1) and attached a certified copy or original B-BBEE certificate and proof of locality			
Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
Completed and signed certificate of independent bid determination (MBD 9)			
Completed and signed certificate for municipal services and payments to service providers (attach municipal accounts not older than 30 days)			
Signed declaration for understanding and complying with technical specifications			
Attached all supporting documentation in support of eligibility criteria and functionality criteria requirements			
Bidder to initial every page of this bid document			

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)**

**..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

.....

**Name (print)**

.....

**Signature**

.....

**Position**

.....

**Date**



## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender 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 own risk.

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

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 or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

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

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

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **Ms. L Meiring**

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

Capacity: **Director: Community Safety and Mobility**

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

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION**

**PART A**

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 (FORM 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 2.]
Signature of Bidder	.....			Date	.....

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 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.		
1.3 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<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 1.3 ABOVE.</b>		

**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: .....

**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / 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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: .....	

<p>3.9 3.9.1</p>	<p>Have you been in the service of the state for the past twelve months? If so, furnish particulars. ..... .....</p>	<p><b>YES / NO</b></p>
<p>3.10 3.10.1</p>	<p>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: ..... Any other particulars: .....</p>	<p><b>YES / NO</b></p>
<p>3.11 3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: ..... Any other particulars: .....</p>	<p><b>YES / NO</b></p>
<p>3.12 3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p>	<p><b>YES / NO</b></p>

	<p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:                  .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<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 or 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 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 exercise control over the company.

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, provide particulars.

.....  
.....

.....

.....

4 Will any portion of goods or services be sourced from outside\***YES / NO** the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars.

.....

.....

.....

.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
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

The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price;
  - (b) BBBEE; and
  - (c) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>BBBEE</b>	10
<b>SPECIFIC GOALS</b>	10
<b>Total points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

- 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 regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**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;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**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
- (e) “**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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

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

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 BBBEE AND 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:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2

Outside the borders of the Western Cape	2	1
---	---	---

**Bidder’s MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.**

**George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder’s claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.**

**The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)**

**The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).**

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.

**5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. <b>Contribution to BBBEE: ..... = .....(maximum of 5 or 10 points)</b>
---

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

5.2. **Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. 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]

5.6. 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 5.1 and 5.2, 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.

	.....
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

**SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## 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 as a company or person 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 National Treasury 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"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION**

**FORM IS 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 (MBD9) 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:

**GEORGE MUNICIPALITY**

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.

**MBD9**

- 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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number: GMT045/25-26</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2026

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

## **GEORGE MUNICIPALITY PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CLAUSES**

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

## **General Conditions of Contract**

1. **Definitions:**
1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 “GCC” means the General Conditions of Contract.
  - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "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 supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

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

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider 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 provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

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

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 provider 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, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the 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 23 of GCC.

9. Packing:

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, 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 provider 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.

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 provider 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 exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

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

20. Subcontracts:

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these 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 supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

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

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

- (b) if the supplier fails to perform any other obligation(s) under the contract; 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:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 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.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
  - 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 supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

27.2 If, after 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 to 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 are 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.