



CLUSTER

COMMUNITY AND EMERGENCY SERVICES

UNIT

SECURITY MANAGEMENT

DEPARTMENT

ALTERNATIVE OPERATIONS

PROCUREMENT DOCUMENT

GOODS / SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#), [eThekweni Municipality's Supplier Self Service \(SSS\) system](#) and the [eThekweni Municipality's website](#).

Tender No: 1C-29303

Title: PROVISION OF ALARM MONITORING, ARMED RAPID RESPONSE AND RADIO TRANSMITTERS SECURITY SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN BASIS

CLARIFICATION MEETING AND QUERIES

Clarification Meeting:

A Compulsory Clarification Meeting will be held virtually on Microsoft Teams on Thursday, 10 April 2025 @ 11:00. Bidders who wish to attend the clarification meeting must send an email to Nurse Biyela (Nurse.Biyela@durban.gov.za). The subject of the email must be "Request to Attend Compulsory Clarification Meeting for Tender No. "1C-29303". It must state the following information: •Name of the bidder, •Name of the Bidder's representative, •Email address to which the invitation must be sent on or before Tuesday, 09 April 2025, 16:00. Questions and answers will be uploaded on the website on 17 April 2025.

Queries can be addressed to:

General / Contractual: [Mnqobi Mahlaba](#), Tel: 031-322-7005 eMail: Mnqobi.mahlaba2@durban.gov.za

Technical: [Nurse Biyela](#); Tel: 031-322-7820; eMail: nurse.biyela@durban.gov.za

SSS Queries: [Aveer Banwarilal/Lindo Dlamini](#); Tel: 031 3227133 / 031 3227153;
Email: Supplier.selfservice@durban.gov.za

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and eThekweni Municipality's Supplier Self Service (SSS) System** (and not any other municipal department), no later than:

Closing Date: Friday, 25 April 2025

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: ALTERNATIVE OPERATIONS

Issued: March 2025

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PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 1C-29303

DESCRIPTION: PROVISION OF ALARM MONITORING, ARMED RAPID RESPONSE AND RADIO TRANSMITTERS SECURITY SERVICES FOR THE PERIOD OF THIRTY-SIX (36) MONTHS ON AS AND WHEN BASIS

CLOSING DATE / TIME: Friday, 25 April 2025 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).
- eThekwini Municipality's SSS System (<https://rfq.durban.gov.za/jde/E1Menu.maf>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwinivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number:

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number:

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number:

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer:

Date:

Name / Surname: (in block capitals)

Capacity under which
this tender is signed:

.....

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words "bid" and "tender", and "bidder" and "tenderer" can be used interchangeably.
- (5) All definitions as defined in the ***General Conditions of Contract*** are applicable to these ***Standard Conditions of Tender***. These definitions include:
 - "Closing time"
 - "Contract"
 - "Contract Price"
 - "Corrupt practice"
 - "Countervailing duties"
 - "Country of origin"
 - "Day"
 - "Delivery"
 - "Delivery ex stock"
 - "Delivery into consignees store or to his site"
 - "Dumping"
 - "Force majeure"
 - "Fraudulent practice"
 - "GCC"
 - "Goods"
 - "Imported content"
 - "Local content"
 - "Manufacture"
 - "Order"
 - "Project site"
 - "Purchaser"
 - "Republic"
 - "SCC"
 - "Services"
 - "Supplier"
 - "Tort"
 - "Turnkey"
 - "Written" or "in writing"
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality's* opinion, would:
 - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality's* or the *Tenderer's* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the ***Standard Conditions of Tender*** (Goods and Services), ***Special Conditions of Tender (SCT)***, ***General Conditions of Contract (GCC)*** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the ***Special Conditions of Contract (SCC)***, the ***Occupational Health and Safety Act*** (Act No. 85 of 1993), and the ***eThekweni Code of Conduct***.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the ***General Conditions of Contract*** and ***Special Conditions of Contract***. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer's* opinion, are to the *Municipality's* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the ***SCT***.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the ***SCT***. Failure to attend a ***compulsory*** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
 - (iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.
 Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The Municipality reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer must* supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

(3) **Firm Tenders**

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT***.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the Tenderer, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$
 where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P_{max}** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P_{min}** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P_t** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) Bribery

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer* ; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer* (s) shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 86 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued in the eThekweni Municipality in electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website, or
 - (<https://www.durban.gov.za/pages/business/procurement>).
- eThekweni Municipality's Supplier Self Service (SSS) System
 - (<https://rfq.durban.gov.za/jde/E1Menu.maf>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

Mnqobi Mahlaba, Tel: 031-322-7005 eMail: Mnqobi.mahlaba2@durban.gov.za

Technical Queries are to be directed to:

Nurse Biyela; Tel: 031-322-7820; eMail: nurse.biyela@durban.gov.za

SSS Queries are to be directed to: **Aveer Banwarilal/Lindo Dlamini; Tel: 031 3227133 / 031 3227153; Email: Supplier.selfservice@durban.gov.za**

SCT 3(4) TENDER INFORMATION: Briefing Session

A Compulsory Clarification Meeting will be held virtually on Microsoft Teams on Thursday, 10 April 2025 @ 11:00. Bidders who wish to attend the clarification meeting must send an email to Nurse Biyela (Nurse.Biyela@durban.gov.za). The subject of the email must be "Request to Attend Compulsory Clarification Meeting for Tender No. "1C-29303". It must state the following information: •Name of the bidder, •Name of the Bidder's representative, •Email address to which the invitation must be sent on or before Tuesday, 09 April 2025, 16:00. Questions and answers will be uploaded on the website on 17 April 2025.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and eThekweni Municipality's Supplier Self Service (SSS) System** (and not any other municipal department), no later than: **Friday, 25 April 2025 at 11:00am.**

Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good for **120 days** following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

NB All the full set of annexures (A to J) are contained under section 10.

SCT 11(2) DELIVERY, RISK, PACKAGES, ETC

The specified delivery point is various sites as per annexures F [1-4]

SCT 14 EVALUATION PROCESS

The evaluation process is as per the following stages:

- Stage 1 - Mandatory Requirements
- Stage 2 - Price and Preference

STAGE 1: MANDATORY REQUIREMENTS

Bidders must submit all relevant mandatory requirements with the bid documents at the closing date and time of the bid. Bidders who fail to comply with any of the mandatory requirements will be deemed non-responsive.

The mandatory requirements are listed in the table below. Bidders who tender for all schedules are required to meet all mandatory requirements.

Item	Mandatory Requirement	Condition of Tender	Submission
1A	Proof of Registration with the Private Security Industry Regulatory Authority (PSIRA) for the tendering entity	<p><u>PSIRA Registration for tendering entity</u></p> <p>All Bidders and their employees deployed on the premises of the end-user departments shall be registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) and comply with the Private Security Industry Regulations at all times during the term of this agreement.</p> <p>eThekweni Municipality reserves the right to verify the authenticity of the Certificate (s) with PSIRA and all the information submitted with relevant entities.</p>	<p>Bidders must submit;</p> <ol style="list-style-type: none"> 1. A certified/digital copy of a valid PSIRA certificate and accreditation as a security provider in line with terms of section 20 of the Private Security Industry Regulation Act indicating that the Company is registered with the Private Security Industry Regulatory Authority. Applicable to All Schedules 2. A copy of the valid letter of good standing not older than three [3] months from the date of tender closure in the name of a tendering entity from the Private Security Industry Regulatory Authority (PSIRA) indicating the registration status. Applicable to All Schedules 3. The PSIRA listing of all tendering entity's employees not older than three (3) months indicating at least one hundred sixty-one (161) or more registered employees. Applicable to All Schedules
1B	Proof of Registration with Private Security Industry Regulatory Authority (PSIRA) for the Member(s), Director (s), Partner(s), / Trustee(s) and Employees of the tendering entity	<p><u>PSIRA Registration for Member(s), Director (s), Partner(s), and/or Trustee(s) of tendering entity</u></p> <p>All Member(s), Director (s), Partner(s), and Trustee(s) of the tendering entity must be registered in terms of the Private Security Industry Regulation Act.</p>	<ol style="list-style-type: none"> 1. Bidder must submit a certified/digital copy of a valid PSIRA Certificate(s)) for each Member, Director, Partner, or Trustee of the tendering entity as proof of registration with PSIRA as a Grade A/B Security Officer. Applicable to All Schedules
2	Proof of Compliance with the Pension Fund Act 24 OF 1956	All Bidders are required to comply with the Pension Fund Act 24 OF 1956 and any determinations, regulations or agreements made in terms thereof as amended at all times during the term of this agreement.	<ol style="list-style-type: none"> 1. Bidders must submit a copy of a valid Private Security Sector Provident Fund (PSSPF) Section 13A confirmation letter issued by the fund administrator or 2. an approved legally constituted alternative provident fund registered with the Financial Sector Conduct Authority and

			a valid exemption certificate issued by the PSSPF fund administrator Applicable to All Schedules															
3	Proof of compliance with the Unemployment Insurance Fund (UIF)	All Bidders are required to comply with the Unemployment Insurance Act, 2001 and any determinations, regulations or agreements made in terms thereof as amended at all times during the term of this agreement.	1. Bidders must submit a copy of a valid certificate of compliance as proof of the company's registration with the Department of Labour for the Unemployment Insurance Fund (UIF). Applicable to All Schedules															
4	Proof of registration with the Compensation For Occupational Injuries And Diseases Act (130 of 1993) (COIDA)	Bidders must be registered in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (130 of 1993) (COIDA), as amended at all times during the term of this contract.	1. Bidders must submit a copy of a valid letter of good standing from the COID Commission in the name of a Company or Close Corporation. Applicable to All Schedules															
5	Insurance Cover	Bidders must have public liability insurance, security liability insurance, and third-party insurance coverage.	Bidder must submit 1. a current and valid Public Liability Insurance, Security Liability Insurance and Third Party Insurance Policy certificate. Applicable to All Schedules															
6	Proof Of Compliance with the Firearms Control Act (Act 60 of 2000)	<p>All Bidders tendering for armed guarding services are required to comply with the Firearms Control Act (Act 60 of 2000) and any determinations, regulations or agreements made in terms thereof as amended at all times during the term of this agreement.</p> <p>It is a condition of this bid that the bidder must have the minimum estimated number of firearms committed for this contract and related valid licenses to possess firearms required per the schedule as listed below;</p> <table><tr><th>Schedule No.</th><th>No. of Firearms Required</th><th>No. of firearm licenses to be submitted</th></tr><tr><td>Schedule 1</td><td>70 (35 Day and 35 Night)</td><td>[35] firearm licences</td></tr><tr><td>Schedule 2</td><td>70 (35 Day and 35 Night)</td><td>[35] firearm licences</td></tr><tr><td>Schedule 3</td><td>70 (35 Day and 35 Night)</td><td>[35] firearm licences</td></tr><tr><td>Schedule 4</td><td>70 (35 Day and 35 Night)</td><td>[35] firearm licences</td></tr></table>	Schedule No.	No. of Firearms Required	No. of firearm licenses to be submitted	Schedule 1	70 (35 Day and 35 Night)	[35] firearm licences	Schedule 2	70 (35 Day and 35 Night)	[35] firearm licences	Schedule 3	70 (35 Day and 35 Night)	[35] firearm licences	Schedule 4	70 (35 Day and 35 Night)	[35] firearm licences	<p>Bidders must submit,</p> <p>1. A certified copy of a valid license to possess a firearm issued by the National Licensing Officer from the South African Police Service (SAPS) in terms of the Firearms Control Act (Act 60 of 2000) and any determination regulations or agreements made in terms thereof as amended in the name of a tendering entity.</p> <p>NB: Only handgun firearms with valid firearm licenses available for this contract will be considered for evaluation.</p> <p>2. SAPS Firearm listing of all firearms in the name of a tendering entity.</p> <p>3. a signed declaration of the available number of licensed firearms for this contract in the format supplied by the municipality as Annexure A. Applicable to All Schedules</p>
Schedule No.	No. of Firearms Required	No. of firearm licenses to be submitted																
Schedule 1	70 (35 Day and 35 Night)	[35] firearm licences																
Schedule 2	70 (35 Day and 35 Night)	[35] firearm licences																
Schedule 3	70 (35 Day and 35 Night)	[35] firearm licences																
Schedule 4	70 (35 Day and 35 Night)	[35] firearm licences																

7	Tenderers Experience	The tendering entity or joint venture partners must have at least three [3] years or more relevant experience in which they have deployed a minimum of one hundred and sixty-one (161) PSIRA Grade C alarm monitoring and Armed rapid response Security Officers within the last five years.	<p>Bidders must submit.</p> <ol style="list-style-type: none"> 1. A completed reference letter in the format supplied by the municipality as Annexure B to prove relevant experience. 2. A completed schedule of tender's experience in the format supplied by the municipality as Annexure C indicates comparable completed/ ongoing projects of similar nature and magnitude. Applicable to All Schedules. <p>NB: refer to ACT 2 condition</p>
7	Minimum Number Of Qualified And Years' Experience Of Key Personnel	<p><u>PSIRA Registration Employees of the tendering entity</u></p> <p>All employees of the tendering entity to be deployed on the eThekweni Municipality's premises must be registered in terms of the Private Security Industry Regulation Act.</p> <p>The tendering entity must have a minimum number of qualified key personnel with relevant years' experience as follows.</p> <ul style="list-style-type: none"> • One (1) Contracts Manager: PSIRA Grade A registration with a minimum of three years of relevant experience. • Three (3) Supervisors: PSIRA Grade B registration with a minimum of three years of relevant experience. • Three (3) Control Room Operators: PSIRA Grade C registration with a minimum of three years of relevant experience. 	<p>Bidders must submit,</p> <ol style="list-style-type: none"> 1. a certified/digital copy of a valid PSIRA Certificate(s) for each key personnel of the tendering entity as proof of registration with PSIRA as a Grade A/B/C Security Officer. 2. A completed and signed schedule of key personnel in the format supplied by the municipality as Annexure D <p>NB: Bidders must not submit CV's and Qualifications. These must be submitted at the request of the municipality. Applicable to All Schedules</p>
9	Minimum number of Vehicles	The tendering company must have a minimum of six (6) operational vehicles.	<p>Bidders must submit;</p> <ol style="list-style-type: none"> 1. certified/digital Copy of the certificate of registration or logbook(s) in respect of the motor vehicle in the name of the tendering Company / Director. Submission of vehicle registration receipts instead of logbooks will not be considered. <p>Or</p>

			<p>2. Where a tenderer intends to hire, a signed letter issued by a registered vehicle hire company (letter not older than two (2) months as at close of tender) must be submitted detailing the quantity, type and size of vehicle(s). Where a company is not a registered motor vehicle entity, the authorised hiring letter must be accompanied by the logbook(s) registered in its name. Applicable to All Schedules</p>
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The Municipality reserves the right to verify any information supplied by the bidder. Should the information be found to be false, incorrect, or fraudulent, it will be regarded as misrepresentation in terms of the SCM policy, and the bidder will be disqualified. Once a Bidder has complied with the mandatory requirements in Stage 1, the Bidder will proceed to be evaluated further in **Stage 2: Price and Preference**.

14.1 Stage 2-Price and Preference

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the applicable system once tenders are received.

14.2 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 100%			
Ownership Categories	Criteria	80/20	90/10
Race: Black (w1=50%)	0%	0	0
	>0% and <51%	4	2
	≥51% and <100%	7.5	3.75
	100%	10	5
Gender: Female (w2=50%)	0%	0	0
	>0% and <51%	4	2
	≥51% and <100%	7.5	3.75
	100%	10	5
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 			
The Category Weightings of the Ownership Categories will be: w1 = 50%, w2=50%, (where: w1 + w2= 100%)			

3.2 **ADDITIONAL CONDITIONS OF TENDER (ACT)**

ACT 1 **ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered at the time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

ACT 2 **DISTRIBUTION OF WORK**

The eThekweni Municipality intends to advertise more than one security-related contract, which are contract numbers, 1C-29300, 1C-29301, 1C-29302, 1C-29303, 1C-29304 and 1C-29305, and will be advertised simultaneously. No Tenderer will be awarded more than one of these six (6) tenders. In the event that tenderers are considered most responsive for multiple tenders, the recommendation for award across the above tenders will be based such that best value for money is obtained for the Municipality.

eThekweni Municipality intends to award one schedule per service provider under contract number 1C-29303, from schedules 1-4, to ensure efficient and effective management and sizeable and equitable distribution of work over three years.

Notwithstanding the above, the eThekweni Municipality reserves the right to award more than one schedule to the same bidder if there are insufficient responsive/qualifying bidders from the other nine remaining schedules.

ACT 3 **PRICING INSTRUCTIONS**

Bidders should quote in line with the gazetted rates for the gazetted items for Areas 1 and 2 in terms of Government gazette No. 50065, 02 February 2024, as amended. For the application of the above paragraph, the pricing Schedule in Annexure G, G1, and G2 will be used to evaluate compliance for the applicable gazetted rates and items. Bidders must provide a breakdown of their rate per Security Officer as per the attached sample in Annexure E.

Failure to comply with this requirement will result in a tenderer being considered non-responsive and will be disqualified.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. [1C-29303](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

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

Electricity

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

Water

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

Rates

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

Other

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

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT

Definitions

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work/supply / services under this contract in compliance with the Act and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

MSCM Regulations: “in the service of the state” means to be:

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

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

.....

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

If yes, furnish particulars:

.....

.....

Circle Applicable

YES

NO

YES

NO

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

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

- 4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

.....

Date

.....

SIGNATURE:

.....

5(b) **MBD 5: 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.

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
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.		
2.0	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 towards 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.		
3.0	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.		
4.0	Will any portion of goods or services be sourced from outside 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?	YES	NO
4.1	If YES, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
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

1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the applicable system once tenders are received.**

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

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

2.0 DEFINITIONS

2.1 **“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.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$		$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends 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, the municipality must, in the tender documents, stipulate in the case of:
- 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
 - 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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black) = 50%	10	5		
Ownership Goal: Female (black) = 50%	10	5		
Total CLAIMED Points (20 Maximum)				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) 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.

NAME (Block Capitals):

Date

SIGNATURE:

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

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

- 4.2.1 If YES, provide 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

- 4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES

NO

4.4.1 If YES, provide 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

NO

4.5.1 If YES, provide particulars.

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

NAME (Block Capitals):

Date

SIGNATURE:

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 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 consignee 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 goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a 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 supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the [amount specified in SCC](#).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).

8. Inspections, tests and analyses

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

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

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

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

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

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

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 [As specified](#), the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, [unless specified otherwise](#).
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, [within the period specified](#) and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract [shall be specified](#).
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand [unless otherwise stipulated](#).

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the [time schedule prescribed](#) by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 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;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - 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:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - 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. Antidumping and countervailing 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 goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 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 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

The duration of this contract is 36 months.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 11.1 INSURANCE

The Service Provider must, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract **as specified in the Service Level Agreement**

Any insurance policies taken out by a service provider to cover goods and services supplied for a contract must be taken out by a company registered in South Africa in terms of relevant insurance and the company's acts.

SCC 15.4 WARRANTY

The Service Provider will remedy any defect within the specified time period of being notified of that defect by the Municipality in writing in accordance with **the Service Level Agreement**.

SCC 16.1 PAYMENT

The Service Provider shall submit to the eThekweni Municipality a detailed account, which shall reflect the identifying number of each item/service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of the invoice, provided that all the contract terms are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

Submission, processing and payment of invoices shall be in accordance with **the Service Level Agreement**.

SCC 17 PRICES

Prices are fixed for the duration of this contract, as specified on the pricing schedules (Annexure G1 & G2) . No price increases shall be granted during the contract period.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

The time schedule for delivering goods and performing services is six (6) hours after giving notice of new deployments and 30 minutes for recurring daily deployments unless otherwise agreed upon.

SCC 22.1 PENALTIES

"If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the Agreement, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price a penalty in accordance with ***the Service Level Agreement***.

SCC 27 DISPUTE RESOLUTION AND ARBITRATION

Should any dispute arise between the Parties, it shall be dealt with in accordance with the ***Service Level Agreement***.

SECTION 6.1: ADDITIONAL CONDITIONS OF CONTRACT

ACC 1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

SERVICE LEVEL

The eThekweni municipality and the appointed Service Provider shall enter into a **Service Level Agreement** attached as Annexure H, which will regulate the relationship between the Municipality and the Service Provider regarding the provision of security services by the Service Provider.

The Service Provider guarantees it will perform the service level standards based on the following measures:

- a) Site Coverage** (Quantity, Quality, and Specification deployed)
- b) Safety** (Incidents per area of deployment)
- c) Inspections** (Compliance to contract obligations)
- d) General Performance** (Turnaround times, Quality of feedback, Accessibility and availability, Reliability, Customer satisfaction in terms of Service Level Agreement)

Failure of the Service provider to comply with stated service level requirements will give eThekweni municipality the right to cancel the contract in whole or in part, without penalty to eThekweni municipality, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

ACC 2 RISK MANAGEMENT

Where the Municipality determines appropriate, within thirty (30) days from the date of the Agreement signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions to be taken to avoid or reduce these risks, which both Parties shall jointly determine.

The Service Provider shall outline and put control measures in place which would mitigate the risk to eThekweni Municipality pertaining to potential non-performance by a Service provider in relation to, but not limited to:

- (a) Quality and specification of Services delivered
- (b) Continuity of supply
- (c) Cost Reduction
- (d) Compliance with the Occupational Health and Safety Act, 85 of 1993

Contract progress meetings shall be held monthly or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period.

ACC 3 QUALITY OF SERVICE

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered that is not resolved within a specified period, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC 4 SATISFACTORY PERFORMANCE

The Service provider shall employ only such personnel as are qualified and competent to perform security service to the satisfaction of the eThekweni Municipality for the purpose of this contract. An experienced national account representative(s) is required to work with the eThekweni municipality.

eThekweni municipality reserves the right to request the service provider to remove any member of the Service provider's team who is involved in the provision of service to the eThekweni municipality, if deemed necessary by the Municipality, and the Municipality shall be at liberty to object to any person, including supervisory staff, employed by the Service Provider who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such a person shall not be deployed to any of the Municipal sites for the duration of this contract without the permission of the Municipality.

The Service provider must provide a telephone number for customer service calls.

ACC 5 CONTINUED VALIDITY OF RETURNABLE COMPLIANCE DOCUMENTS

The Service Provider shall ensure the validity of all returnable documents, including but not limited to its PSIRA certificate, Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of the contract. Should the Service Provider fail to present eThekweni Municipality with such renewals as and when they become due, eThekweni Municipality shall be entitled, in addition to any other rights and remedies that it may have in terms of the Service Level Agreement to terminate such Agreement forthwith without any liability and without prejudice to any claims which eThekweni Municipality may have for damages against the Service Provider.

ACC 6 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act:

The Service Provider shall, before the commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance, that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The Service Provider undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act, and, more particularly, that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC 7 DAMAGE TO PERSONS AND PROPERTY

The Service Provider shall indemnify and keep indemnified the eThekweni Municipality against any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

The Service Provider enters into this contract as an independent Service Provider and shall be solely liable in respect of any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto in accordance with **the Service Level Agreement**.

ACC 8 **ESTIMATED QUANTITIES**

The quantities stated in **Section 8** are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

ACC 9 **SERVICE PROVIDER CONTROL ROOM AND OFFICE REQUIREMENTS**

The Service Provider shall have an operating 24-hour staffed control room where it intends to render security services during the contract period so that instructions and responses to all incidents may be relayed to the field staff and the eThekweni Municipality promptly.

As a contingent plan, the Service Provider shall make provisions for backup power, off-site servers, and storage during power shortages.

ACC 10 **SUBCONTRACTING REQUIREMENT**

eThekweni Municipality has, in the SCM policy, made accommodations for subcontracting to advance targeted groups. The Service Provider shall subcontract a minimum of 40% of the work, based on the contract value, the targeted groups, where possible, which are defined as follows:

- (a) women
- (b) youth
- (c) People with disability
- (d) military veterans

The Service Provider may only enter into a subcontracting arrangement with eThekweni Municipality's prior approval. Changing of sub-contractors is subject to the same prior approval.

Service Provider(s) are to note that it is their responsibility to select competent subcontractors that meet all requirements of the contract so that their contract is not jeopardised by the subcontractor. Service Provider are responsible for all due diligence on their subcontractors. The selected subcontractor shall;

- a) be registered on the National Treasury Central Supplier Database
- b) Comply with all mandatory criteria requirements.
- c) Comply with Tax regulations and all other applicable relevant regulations.

It is not a requirement to submit a subcontracting agreement (Service Provider and Subcontractor) at the bidding stage as this will be required prior to the commencement of the contract with the Service Provider in accordance with **the Service Level Agreement**. The Service Provider shall provide the eThekweni Municipality with the subcontracting agreement within 7 days of receipt of an award letter.

Service Providers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting to themselves and/or using their subsidiaries for fronting.

The contract will be concluded between the Service Provider and eThekweni Municipality, therefore, the Service Provider and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

The Service Provider shall provide the Municipality with monthly invoices and proof of payment to the subcontracted entity.

The Service Provider shall ensure that the necessary skills and expertise are transferred to the subcontracted entity for the contract duration and will ultimately be accountable for the quality of services rendered by the subcontracted entity.

Payment to the subcontractor(s) shall be in accordance with ***the Service Level Agreement***.

Failure to meet the subcontracting threshold shall result in the application of penalties in accordance with ***the Service Level Agreement***.

Failure by the Service Provider to comply with this clause, eThekweni Municipality shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which eThekweni Municipality may have for damages against the Service Provider .

ACC 11 VETTING

When deployed in the eThekweni Municipality for the provision of alarm monitoring, armed response and radio transmitters security services, the Service Provider and its personnel providing the services and the Service Provider's subcontractor and its personnel shall obtain a police clearance and security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET.

The Service Provider shall ensure that all required documentation reaches eThekweni Municipality within 30 days of receiving an award letter, after which eThekweni Municipality will facilitate the screening process.

The Service Provider must successfully pass the clearance from the State Security Agency.

eThekweni Municipality reserves the right to terminate the contract should the Service Provider and/or staff and sub-contractors fail the screening at any point during the course of the agreement.

ACC 12 MUNICIPAL PROPERTY IN POSSESSION OF A SERVICE PROVIDER

The eThekweni Municipality's property supplied to a Service Provider for the execution of a contract remains the property of the eThekweni Municipality and shall at all times be available for inspection by the eThekweni Municipality or its representatives. Any such property in the possession of the Service Provider upon completion of the contract shall, at the Service Provider's expense, be returned to the eThekweni Municipality forthwith.

The Service Provider shall be responsible at all times for any loss or damages to the eThekweni Municipality's property in its possession, and, if required, it shall furnish such security for the payment of any such loss or damages as the eThekweni Municipality may require.

ACC 13 CONFIDENTIALITY

The Service Provider shall ensure that the eThekweni Municipality's interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the Service Provider during the course of the contract must be kept in strict confidence and may not be used without the written permission of the eThekweni Municipality. This clause shall survive the termination of this clause.

ACC 14 UIF / COIDA / PROVIDENT FUND

The Service Provider shall submit a list of all employees registered for UIF, COIDA, and Provident funds to the eThekweni Municipality Security Services within 30 days of the commencement of the contract. Failure to submit this information will result in the termination of the contract. The eThekweni Municipality reserves the right to verify this information. The Service Provider will be required to submit this information quarterly during the entire duration of the contract.

ACC 15 BREACH

In the event the Service Provider breaches a provision of the agreement and fails to remedy such breach within 24 hours or as otherwise agreed, the eThekweni Municipality shall be entitled to immediately cancel the relevant portion of the agreement or to cancel the whole agreement by notice in writing to the Service Provider.

If the Service Provider and/or any member of its personnel contravenes or fails to comply with any part of the conditions of the agreement, which includes the sub-clauses hereunder or any other part thereof, it shall be deemed to be a breach of contract.

- a) To report for duty at the time and place as agreed upon by the parties (remedial).
- b) To continue with his/her duties until the time agreed upon.
- c) To comply with the regulations, rules, operating methods, and procedures of the eThekweni Municipality.
- d) Not signing on and off duty.
- e) To wear, on duty, in terms of the agreement, unless the eThekweni Municipality should decide otherwise, the standard uniform clothing, including footwear, in a reasonable state of cleanliness and repair.
- f) To have available when reporting for duty equipment in good working order.
- g) To work shifts or overtime from time to time as agreed to by the parties.
- h) To carry out instructions issued by the eThekweni Municipality in pursuance of the regulations, rules, operating methods, and procedures.
- i) To report for duty in a sober and alert manner, without being under the influence of alcohol or drugs, or to remain sober and alert whilst on duty.
- j) To timeously report incidents or submit reports as provided in the agreement.
- k) To timeously complete pocket and/or occurrence books.
- l) To have a valid firearm license/permit available when reporting for duty.

Any of the above shall be immediately reported to the eThekweni Municipality by telephone and as soon as practically possible by facsimile or email, and the Service Provider shall take remedial action without delay to the satisfaction of the eThekweni Municipality. If any one or more of the failures referred to above is of such a frequency that the security service provided to the eThekweni Municipality in terms of the agreement is adversely affected, the eThekweni Municipality may, without prejudice to any other rights it may have, elect to terminate the agreement by written notice to the Service Provider.

Should the Service Provider act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules, or programs contemplated that affect the service provided under the agreement, such action or failure shall be deemed an immediate breach of the contract.

Notwithstanding anything contained to the contrary in the agreement, should the Service Provider commit any act of insolvency, assign, surrender, or attempt to assign or surrender his estate or allow any default judgment against it to remain unsatisfied for seven (7) days or if the said judgment is not rescinded within fourteen (14) days of the date of the default judgment, or be liquidated, or placed under judicial management or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of the agreement or the remainder of the bid document, then, upon the occurrence of any one (1) or more of the aforesaid events, the eThekweni Municipality may, without prejudice to any other rights it may have, elect to immediately terminate the agreement by written notice to the Service Provider. In the event of any of the above instances occurring during the contract period, the Service Provider must advise the eThekweni Municipality within twenty-four (24) hours.

Should the eThekweni Municipality issue the Service Provider a non-compliance/breach letter for rendering deficient security services where services are rendered in writing, the Service Provider has forty-eight (48) hours from the date of the letter to rectify such non-compliance and provide the eThekweni with written feedback to confirm such non-compliance has been rectified. The eThekweni Municipality will also verify if such non-compliance exists and has been addressed.

ACC 16 CODE OF CONDUCT

The Code of Conduct for Security Contractors of 2003 (Prescribed under the Private Industry Regulation Act, 2001; Code of Conduct) is applicable.

The eThekweni Municipality may delegate to any person any of its powers or functions in terms of the agreement. On receiving notice in writing of such delegation, the Service Provider shall recognize and obey the delegated person to whom any such powers or functions have been delegated as if he/she were the eThekweni Municipality.

The successful Service Provider shall exercise adequate supervision over the service at each site or shall be represented by a representative having full power and authority on behalf of the Service Provider. Such representative shall be competent, responsible, and shall have adequate experience in carrying out work of a similar nature to the security service provided in terms of the agreement and shall exercise personal supervision.

The Service Provider shall at all times be responsible and liable for the acts and omissions of its employees and sub-contractor providing services to the eThekweni Municipality in terms of the agreement while they are acting within the course and scope of their duties and employment, even when not on the premises of the eThekweni Municipality.

ACC 17 INTIMIDATION

Both parties intend that the personnel provided in terms hereof shall not fail to carry out their duties as a result of any form of intimidation. Should the Service Provider suspect intimidation of personnel, he/she shall take prompt action in conjunction with the eThekweni Municipality and the South African Police Service to remedy the situation.

Such action shall result in an immediate investigation instituted against the personnel involved.

The Service Provider shall forthwith notify the eThekweni Municipality, in writing, of any form of intimidation to which their personnel may be subjected to.

ACC 18 DISCIPLINARY MEASURES

In addition to this contract, security personnel provided by the Service Provider shall be subject to the eThekweni Municipality's Code of Conduct.

The Service Provider's management shall immediately deal with a breach of discipline or any negligence of duty on the part of a member of the security personnel provided by the Service Provider in terms of the agreement .

- a) In writing, the Service Provider shall notify the eThekweni Municipality of any such breach, failure or negligence that occurs by any Service Provider personnel.
- b) The Service Provider shall notify the eThekweni Municipality in writing of the outcome of any such disciplinary proceedings.
- c) Should the Service Provider decide not to take disciplinary steps against a member of his personnel, the reason, therefore, shall be conveyed in writing to the eThekweni Municipality.
- d) If the eThekweni Municipality is not satisfied by the performance of any member of the Service Provider's personnel in terms of the agreement , the eThekweni Municipality shall notify the Service Provider in writing thereof. The Service Provider shall remove the abovementioned personnel from any duties related to this contract and replace such officer with a suitably trained security officer.
- e) The personnel of the Service Provider who is replaced at the eThekweni Municipality's request shall not be used at any other site of the eThekweni Municipality without the prior written consent of the eThekweni Municipality.
- f) The Service Provider must make the outcome of any disciplinary hearing available to the eThekweni Municipality's representative.

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SECURITY SERVICES

1. PURPOSE

The purpose of this Bid is to acquire the services of a suitable registered, qualified, competent and experienced Security Management Company to safeguard the eThekweni Municipality property, including but not limited to infrastructure, materials, employees, members of the public, and authorised Service Providers) at the intended sites and the protection of the said property against theft, vandalism, loss, damage, injury, death and threat or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended for a period of thirty-six (36) months.

The Bidder must be Private Security Industry Regulatory Authority (PSIRA) registered to ensure compliance with the legislative requirements relating to the Private Security Industry Regulation Act, 56 of 2001, and other legislative requirements, qualified and experienced in the provision of security services (armed escorts security officers) to safeguard eThekweni Municipality's Assets at the intended sites.

These service providers must have proven experience, logistical and technological support to work in difficult and uneven terrain and the ability to profile syndicates. They are required to report and provide relevant assistance to SAPS; such assistance shall include, but not be limited to, sharing intelligence, detention of suspects apprehended pending SAPS arrival on site, etc. Through its effective operations, response times and patrols, the successful bidders shall monitor alarm activations and assist in identifying threats against municipal employees, markets involved in selling or dealing stolen municipal assets, materials and/or equipment and, where possible, take necessary action. Further, the contractors must respond to security threats.

2. BACKGROUND

eThekweni Municipality seeks a Service Provider(s) to provide solutions for its Security Service needs. It also seeks to improve its current processes for providing these Services to its Business Unit. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of collaboration, eThekweni Municipality and its Service Provider will study the current ways they do business to enhance current practices and support processes and systems. Such collaboration will allow eThekweni Municipality to reach higher quality service delivery levels.

eThekweni Municipality seeks to benefit from its Service Provider(s) in the following ways:

- (a) eThekweni Municipality must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- (b) eThekweni Municipality must achieve appropriate availability that meets the Business Unit's needs while reducing costs for both eThekweni Municipality and the successful Service Provider.
- (c) eThekweni Municipality must receive proactive improvements from the Service Provider with respect to the provision of Services and related processes.
- (d) eThekweni Municipality's overall service delivery must be strengthened by the awarded Service Provider's leading-edge technology and systems.

- (e) eThekweni Municipality Business Units must be able to rely on the successful Service Provider's personnel for service enquiries, recommendations and substitutions.

3. CONTINUOUS IMPROVEMENT

The successful Service Provider shall commit, for the duration of the contract that may be awarded through this bid process, to participate with eThekweni Municipality in its continuous improvement initiatives to reduce the total cost of security service provided by the Security Management Unit for the ultimate benefit of all Business Units.

Prior to the commencement of the contract, the successful Service Provider will be required to conduct a site risk assessment and prepare a report that briefly describes the risks and mitigating measures that they have identified, their commitment to reducing the total cost of security service and continuous improvement initiatives, and specific areas and strategies for introducing cost-reduction initiatives. Specific areas and proposed potential savings percentages must also be included.

4. REQUIRED SECURITY SERVICE

This bid is issued on the traditional guarding solutions requirements. eThekweni Municipality intends to migrate to outcome-based security solutions. It envisages that outcome-based contracting would reduce the municipality's security service cost and overall security risk exposure and become the future model for security services where it is deemed beneficial.

eThekweni Municipality would like to elicit and evaluate responses from suitably registered Security Service Providers with expertise and experience in providing security services to safeguard the municipality's assets, including but not limited to buildings, materials employees, authorised visitors and service providers. The security services include but are not limited to the following;

- (a) Provision of alarm monitoring and Armed response services- Monitor, report, and respond to security alarm activations incidents within 5 minutes for the protection of eThekweni Municipality property at the intended premises/office(s) and the protection of the said property against theft, vandalism, and threat or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.
- (b) Provision, installation, and maintenance of radio transmitters together with security system technicians to link the alarm monitoring system with the service provider's control room and response vehicles. Service providers must remove these transmitters at the end of the contract.
- (c) Provision of Security Equipment, Security Aids, and Security Systems per service to enable the security officers to perform their duties in terms of the Agreement.
- (d) Provide an experienced Contract Manager, Supervising Inspector(s), Finance and Administration personnel and related resources with a 24-hour manned control room to manage the contract effectively at its own cost.
- (e) Appoint, manage, monitor performance, and ensure timely payment of subcontractors in accordance with the agreement.

- (f) The successful Service Provider shall act as an Authorized Officer in terms of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 1, Section 2 (1) (a), 2 (1) (b) and 2 (2) (g), read in conjunction with Government Gazette Notice 1094 of May 24, 1991.
- (g) The eThekweni Municipality shall authorise the successful Service Provider to take the necessary steps to adequately safeguard the infrastructure, premises/offices and/or vehicles as well as the contents thereof and the people therein or thereon. Profile and identify the activities of criminal elements and crime syndicates targeting eThekweni's assets and infrastructure equipment.
- (h) Identify hotspots where eThekweni material and equipment are targeted and initiate and implement the operational plan.
- (i) Deploy mobile task teams in identified areas for observations to detect and deter criminal elements involved in the theft of materials or equipment belonging to eThekweni and the injury of municipally guarded employees.
- (j) Effectively compile and maintain files with sufficient evidence to assist in terms of the Criminal Procedure Act. A register of all such files is to be maintained.
- (k) Network with the SAPS, Emergency services, local councillors, security forums, National Prosecuting Authority, Directorate of Priority Crime Investigations, Department of Trade and Industry, Customs and Excise, Asset Forfeiture Unit, South African Revenue Services and any other relevant organisation identified as necessary to achieve the said objectives.
- (l) Maintenance of a database containing information gathered during the risk profiling.
- (m) Profile and identify the syndicates, pawn shops, metal markets and recycling industry in South Africa to assist in determining the destination of stolen material and equipment belonging to eThekweni.
- (n) Probe felonious or untoward activities relating to the trading, transporting or handling of stolen materials and equipment belonging to eThekweni.
- (o) Respond to alarm activations to assist in the apprehension of suspects

4.1. Adhoc Security Services

The successful Service Providers shall be required to provide timely ad-hoc Security Services to various work sites on an "as and when" needed basis to be deployed to various municipal sites from time to time. The Security Service shall be responsive to all perceived security risks on an event-by-event basis. Periodically, situations arise throughout the eThekweni Municipality that require the presence of an onsite Security Guard Service for limited periods on an ad hoc basis.

4.1.1. Emergency Security Services (Event Management)

From time to time, emergency response security officers and relevant ancillary equipment may be required to be deployed on municipal sites in emergency situations for a period agreed to between the parties. The successful Service Provider must assist the eThekweni Municipality's Representative of the respective office with and actively contribute to developing, implementing, practising, and deploying the emergency planning on the premises. In the event of an emergency, the eThekweni Municipality Representative must be informed immediately, even after hours.

4.1.2.Allocation of Suppliers

Bidders are to quote the shift rate per grade of the Security Officer and ancillary equipment per schedule as outlined in Annexure G1. These rates will be for Adhoc, seasonal and emergency orders and to calculate pro-rata per month. In an event where there is an emergency on an unguarded site, suppliers will be allocated on a rotation basis.

4.2. Patrols

4.2.1.Roaming Patrols

The purpose of patrolling the premises is to detect, identify, report, and respond to irregularities observed that may occur on route and onsite. Patrols must also ensure that intruders are identified and removed from the worksite to maintain the safety and security of assets.

The successful Service Provider must implement proactive patrolling patterns to ensure proper random coverage of the work area by,

- (a) Performing all security service duties by monitoring and removing non-cleared visitors and personnel in controlled access areas or other locations within mission facilities and grounds.
- (b) Removing all non-cleared visitors, personnel, janitorial/maintenance crews, and/or contractors performing work in secure areas of the mission or other locations as directed by the municipality to ensure that secure areas remain uncompromised.
- (c) Controlling the movement of tools and materials brought into controlled access areas, ensuring all items are cleared by designated security personnel before entry.
- (d) Ensuring all non-cleared personnel follow proper safety procedures and use proper equipment as required.
- (e) Securing sites upon completion of work by ensuring that all non-cleared visitors and/or personnel have exited the work area.
- (f) Prepares and submits incident reports and statements of any work-related problems or security incidents to the appropriate sections.
- (g) All such incidents are to be recorded correctly in pocketbooks and reported accurately in the Manual and Electronic Occurrence books.

Patrolling routes are to be established and followed as agreed and instructed by the eThekweni Municipality. Patrols must be carried out along the prescribed routes and must be included in the job description.

The Security Officer must take notice of any irregularities which may occur and act according to the provisions as stipulated. Irregularities which may occur are:

- (a) Unauthorized persons entering and/or egressing the work area;
- (b) Persons in the act of committing theft, vandalism or scavenging any Annexure 1 contravention of the Criminal Procedure Act, Act 51 of 1977, as amended and any property and/or information of the Municipal that is clearly at risk of being stolen/vandalised and/or threatened.
- (c) Patrols will be required in the following areas but not limited to;

- (i) Work areas, areas surrounding the area and guarded employees), and
- (ii) Municipal vehicles, equipment, and material utilised by guarded employees

4.2.2.Reaction Security Services

A unit to react to emergencies, supported by members of roaming patrol, is required. Instructions are to be issued from the control room, and members of the unit are to respond in terms of the required Act(s). Reaction teams are to;

- (a) respond to any incident/crisis (riots, protests, etc.) that may occur on the work area end routes and will inform the eThekwini Municipality's Representative.
- (b) Patrol public areas, including work sites, car parks, and other public areas, for security purposes.
- (c) Control pedestrian and vehicular traffic at entrances during Emergency procedures in the work area.
- (d) Assists eThekwini Municipality's staff in dealing with violent and unruly situations on the work area and minimises hindrances to daily site operations.
- (e) If security Officers on site are overpowered and unauthorised or unruly persons gain access, this team must remove them from the work.

5. RESPONSIBILITIES OF THE SERVICE PROVIDER

The successful Service Provider must take all possible steps to ensure that the contract and intended execution of the agreement will take place. These steps include, inter alia, the following;

- (a) The Service Provider must Apply the stipulations of Control of Access to Public Premises and Vehicles Act stipulations, Act 53 of 1985, Section 2, 3.
- (b) The Service Provider must Protect the Municipal property at the intended work area (s) and the protection of the said property against theft, vandalism and threat or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.
- (c) The Service Provider Must Protect Municipal officials, visitors and members of the public on the premises/office(s) against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.
- (d) The Service Provider must advise the eThekwini Municipality on security standards, measures and procedures where necessary.
- (e) The Service Provider must adhere to any policies and procedures that the eThekwini Municipality has or will implement pertaining to the premises/office(s), including the Municipal Security Policy.
- (f) The Service Provider must assist with the implementation of the OHS Act (Occupational Health and Safety Act 85, (Act 85 of 1993) as amended aspects relating to premises/office(s) security and safety for each of the premises/office (s).
- (g) The Service Provider must conduct quarterly premises/site(s) risk evaluations. Therefore, the Service Provider must have qualified personnel that can perform such an evaluation. After evaluation, the quarterly report must be submitted to the eThekwini Municipality.
- (h) Although the eThekwini Municipality has extensive safety and security procedures in place, the Service Provider may assist with developing an Emergency Management Plan and premises/office(s) procedures specific to the respective premises/office(s).

- (i) The successful Service Provider must provide eThekwini Municipality with a monthly labour breakdown, which includes names, hours worked, and hourly pay.
- (j) The Security Supervisor(s) must report on security matters to the eThekwini Municipality's Manager responsible for Security Services and provide a monthly report on Security Operations and Security Incidents to the applicable eThekwini Municipality Manager (Security).
- (k) In conjunction with eThekwini Municipality, the successful Service Provider must develop a meaningful Quality Assurance Program and Electronic Records Keeping System.
- (l) The successful Service Provider must always provide stable, qualified security staff for eThekwini Municipality.
- (m) The successful Service Provider must provide liability insurance for its employees.
- (n) eThekwini Municipality will not be held liable for any negligent act of security staff, and the Service Provider will indemnify eThekwini Municipality for any damage, loss or cost occasioned by any such negligence.
- (o) The successful Service Provider must regularly meet with the appropriate eThekwini Municipality management to review the contract status (at least every quarter).
- (p) All uniforms for Security Personnel will be provided by the Service Provider and approved by eThekwini Municipality.
- (q) The successful Service Provider will work with eThekwini Municipality's Security Manager and/or delegated official to develop a comprehensive in-service training standard for its employees specifically tailored to the performance of security functions within a guarded site. Once such a standard is developed, the Service provider will provide the required training to its employees in accordance with a mandatory training schedule.
- (r) The successful Service Provider will work with the eThekwini Municipality Security Manager and/or delegated official to develop specialised security policies and procedures for eThekwini Municipality.

6. MONITORING AND TESTING OF SECURITY OFFICERS

The eThekwini Municipality shall be entitled to monitor the movements or activities of the security officers while on duty, either electronically or otherwise, without giving prior notice, written or otherwise, to the security officer or the Service Provider. The municipality reserves the right to request the employment records of all security personnel assigned to the sites.

- (a) The eThekwini Municipality will immediately alert the Service Provider of any critical deficiencies found by the eThekwini Municipality Representatives as a result of the above-noted inspection, and the Service Provider will take immediate remedial action to correct these deficiencies. Failure to do so may be considered grounds for default.
- (b) Meetings with representatives of the Service Providers and the eThekwini Municipality will be held, as required, to discuss the Service Provider's performance and proposed remedial action to correct deficiencies.

7. COMPLIANCE WITH STATUTES

The successful Service Provider shall be in full and complete compliance with the below applicable laws, regulations, and sectorial determinations, but not be limited to:

- a) the Private Security Industry Regulation Act, 2001, as amended;

- b) the Security Officers Act, 92 of 1987, as amended;
- c) the Private Security Industry Levies Act, 23 of 2002; as amended;
- d) the Critical Infrastructure Protection Act 8 of 2019, as amended;
- e) the Firearms Control Act, 60 of 2000, as amended.
- f) the Criminal Procedure Act, 51 of 1977, as amended;
- g) the Control of Access to Public Premises and Vehicles Act, 53 of 1985, as amended;
- h) the Basic Conditions of Employment Act, 75 of 1997; as amended;
- i) the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, as amended;
- j) the Independent Communications Authority of South Africa Act, 13 of 2000, as amended;
- k) the provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof; as amended;
- l) the Occupational Health and Safety Act, 85 of 1993, as amended. The Service Provider specifically undertakes to carry out its obligations in accordance with the requirements of and to comply with all requirements of the relevant legislation, including the appointment of officials. This will include monthly minutes of Health and Safety meetings that were conducted or a certification in which the Service Provider confirms that such meetings did take place as per specific Sites in question; any other legislation and regulations and/or in-house specific policies, procedures, NOSA guidelines that govern some of the Client's Business Units;
- m) the Income Tax Act, 58 of 1962; as amended; and
- n) the Value-Added Tax Act, 89 of 1991, as amended;

Should any of the above be amended or replaced, the amendment or replacement should be adhered to. Compliance with all applicable legislation shall be entirely at the Service Provider's cost.

8. REQUIRED PERSONNEL

- (a) The security officers provided in terms of this Agreement for the duration of this contract shall be registered with PSIRA and, where applicable, all other applicable laws.
- (b) The successful Service Provider shall provide the trained and experienced security personnel required for the successful rendering of the service as follows:
 - (i) Senior Management/Directors/Owners/Managing Directors and Members are persons who exercise direct control over all Security Officers and security operations and administration.
 - (ii) Site Managers Grade A (Male/Female) are the persons who exercise direct oversight of site operations as well as site performance in the premises/office(s) control room at the respective premises/ office(s).
 - (iii) Site Supervisors Grade B (Male/Female) are the persons who exercise direct supervision and control over Security Officers as well as performing duties in the premises/office(s) control room at the respective premises/ office(s).
 - (iv) Security Officers shall be categorised as follows:
 - **Armed Response Security Officers**
 - GRADE A
 - GRADE B
 - GRADE C
 - GRADE C – Technician (Alarm Systems)

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- (c) The appointed security service must provide the security personnel and equipment required to render Alarm Monitoring and Armed Response Services, including radio transmitter rental services, to municipal sites installed with alarm systems to protect municipal assets and employees during alarm activations and incidents and normalise the situation.
- (d) The Service Provider must monitor and respond to all alarm activations at sites 24 hours a day, 7 days a week. It is to be understood that "Alarm Monitoring" and "Armed Response" are regarded as a single service. They may not be "split" and thus must be priced as such.
- (e) The pricing of this service must include a licensed and roadworthy response vehicle with the company logo clearly displayed with a base radio set, a tracking system, and an armed response Security Officer, fully trained, fully uniformed, identifiable and issued with the firearm together with a firearm holster, level 3 bulletproof vest which must be SABS approved and ammunition, fully functional two-way radio or a cell phone,
- (f) The service provider must respond to alarm activations as soon as possible but not exceeding five minutes. The service provider must have standby personnel, equipment and radio transmitters as a contingency at its own cost.
- (g) The Service Provider Must Supply, Deliver, Install, maintain, repair and or replace the radio transmitters, including technical support on a rental basis as and when required and remove these radio transmitters at the end of the contract. The installation, maintenance, repairs and replacement of the radio transmitters must be done by a duly qualified and experienced security system technician. The radio transmitters must be duly licensed. Thus, the price for the rental of radio transmitters must include all relevant costs such as the supply, delivery, installation, maintenance, repair/replacement, removal, restoration of site to original condition, licensing, security system technician, subject to municipal approval etc.
- (h) The radio transmitter must be linked directly to the service provider's control room and the nearest response vehicle and be able to run transmission tests daily. The municipality currently has its own alarm systems infrastructure in place, which must not be removed, tampered with or damaged in any way. The appointed service provider shall be liable for any damage caused. The service provider shall only install, test, repair or replace the radio transmitter in the presence of a representative from IMU networks unless otherwise specified or prior approval is granted.
- (i) There are approximately 402 sites that are electronically protected and installed with alarm monitoring systems, an estimated 114 in Central, 94 in Northern, 120 in Southern, and 74 in Western regions; there are four regions within eThekweni municipality. The number of sites may vary upwards or downwards depending on risk assessment recommendation and approval. The service provider, together with a representative from both SMU and IMU networks, shall conduct an assessment prior to the deployment of both radio transmitters and response officers.
- (j) The successful Service Providers must provide Security Officers who can perform the following functions during the execution of this contract:
- Control the unauthorised exit of persons from the work area and assist in locating missing persons when requested by the Management.
 - Report any irregularities to the Management of the Site.

- In times of unrest, secure the municipal employees against illegal incursions.
 - Ensure the recording and inspection of all equipment or material entering or leaving the premises.
 - Control persons awaiting attention at posts determined by the Site Manager, ensuring orderly queue control and giving directions where and when necessary.
 - Remove or assist with controlling violent persons and scavengers, as instructed by the eThekweni Municipality.
 - Protect work area, equipment, infrastructure and materials against damage, theft, and vandalism.
 - Protect municipal employees and authorised visitors by preventing or minimising the risk of injury, including death.
 - Apprehend any suspicious person on the premises, take action as mandated and required in applicable Legislation, and hand over perpetrators to SAPS.
 - Security Officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.
 - Prevent and remove persons from illegally dumping, erecting structures on, and occupying premises under the eThekweni Municipality's control.
 - Conduct quarterly premises/site(s) risk evaluations and submit a report.
 - Monitor security threats and risks en route and within the work area of responsibility and provide early warning to facilitate proactive interventions.
 - Report, respond to, and conduct a preliminary investigation of security breach incidents.
 - Analyse security incident statistics and trends to inform the type of security services required to reduce security breaches across eThekweni Municipality sites.
 - Prevent security breaches across work areas.
 - Protect eThekweni Municipality assets and information and screening of people and vehicles entering and leaving the work area.
 - Maintain order and protect eThekweni Municipality's staff and property.
 - Conduct security inspections over a specified area.
 - Conduct risk assessments and develop appropriate risk mitigation measures to target identified risks.
 - Adhere to eThekweni Municipality health and safety policies and procedures.
 - Utilising technology solutions to reduce security incidents and interruption of services.
 - Conduct regular patrols to ensure the protection of eThekweni Municipality assets from theft, damage, and injury to municipal employees.
 - Firearms handling and transportation.
 - Manage, supervise and monitor sub-contracted personnel deployed at municipal sites.
- (k) The appointed Service Provider shall only employ and post South African citizens or persons with permanent residence status in South Africa.
- (l) The quality of the security service to be rendered must be in accordance with the acceptable standard of the security industry in terms of PSIRA.
- (m) Guards may be rotated at the request of the municipality.
- (n) The Service Provider shall train its security guards at its own cost and provide quarterly training reports to the municipality.

- (o) Security personnel must be in full uniform with identification and in possession of serviceable security equipment when posted for duty.
- (p) Failure to provide qualified staff to eThekweni Municipality's satisfaction will terminate the contract.

8.1. PERSONNEL STANDARD

- (a) Service Provider personnel must be;
 - Able to communicate in at least Isizulu and English official language;
 - Physically fit to perform the tasked duties as required.
 - Presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner.
- (b) Contracted staff must always be alert, vigilant, and professional in their approach, bearing, and actions. The following deviations will be regarded as sufficient reason to ask the Service Provider to permanently remove a particular contracted staff member from the work area.
 - Absent without proper notification
 - Accepting any gifts or bribes in the line of duty
 - Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off-duty
 - Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition.
 - Enabling any person to secure the stolen property from the premises;
 - False reporting;
 - Negligence in the application of the eThekweni Municipality instructions after being duly informed thereof;
 - Sleeping on duty or negligence in the performance of his/her duty
 - Using or carrying an illegal weapon
 - Unnecessarily harsh or violent conduct or using profane language while performing his/her duties in accordance with the Agreement.
 - Wilful disobedience of instruction, orders of a superior or a reasonable request by the eThekweni municipality property
 - Failing to report any security incident or safety hazards either observed by the contracted staff or brought to his/her attention by another person.
 - Failing to wear the prescribed clothing or identification when on duty;
 - Failing to present an acceptable image or an upright position or to deal with any person in a respectful manner. This implies that contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his/her duties.
 - Congregating a group of guards in areas where they are not deployed, guards are to remain in their post.
 - Security personnel must be in full uniform with identification and in possession of serviceable security equipment when posted for duty.
 - The Service Provider shall at its cost procure, acquire, install, and maintain in good and safe working order all Security Equipment and Security Systems and shall have no claim based on

enrichment or for compensation, reimbursement or of any other nature whatsoever against the eThekweni Municipality.

(c) AREA MANAGER:

- Area Manager alarm monitoring and armed response security officer (grade a) (Male/Female) are the persons who exercise direct supervision and control over all Security Officers. In addition to PSIRA grading, they must be registered with PSIRA as Armed Response Officer
- Managers must be schooled to the level of at least NQF level 4 Grade 12/ and/or equivalent
- Managers must have relevant Tertiary Education (NQF level 5 security-related qualification)
- Managers must be adequately trained in the safe handling of Firearms in accordance with the Firearms Control Act (Act 60 of 2000) and a valid Firearm competency certificate.
- Managers must be trained as a First responders to all incidents at the site.
- Managers must have an unendorsed valid Driver's license
- Managers must have three years of management experience
- The Manager must have good knowledge in respect of the Occupational Health and Safety Act aspects relating to premises/ site(s) security and safety at the respective premises/office(s), Understand and apply general management principles;
- Identify competencies required to support organisational development;
- Ensure the provision of adequate training and support as required;
- Conduct performance appraisal of the employees;
- provide constructive feedback;
- Provide mentoring and/or coaching to support organisational development;
- Encourage learning and development;
- Promote effective communication and interpersonal skills to build effective and well-functioning teams;
- Set reasonable objectives and performance criteria;
- Ability to identify and evaluate team dynamics and respond to interpersonal tensions; r) Delegate appropriately;
- Interact sensitively, effectively, and appropriately with people of diverse cultural backgrounds and utilise effective techniques to build a knowledge-based community/organisation.
- Managers must have good report-writing skills in English.

(d) SITE SUPERVISORS / INSPECTOR:

- Security Supervisors Grade B alarm monitoring and armed response security officers (grade B) (Male/Female) are the persons who exercise direct supervision and control over site Security Officers. In addition to PSIRA grading, they must be registered with PSIRA as Armed Response Officers.
- Supervisors must be schooled to the level of at least NQF level 4 Grade 12/ and/or equivalent qualification. certificate and must have two 2 years supervisory experience.
- Supervisors must have a good knowledge and understanding of their job descriptions and duties.
- Supervisors must at all times be capable of supervising their subordinates.

- Supervisors must be able to communicate, read and write in English and/ or the commonly spoken language of the respective area.
- Supervisors must have good knowledge in respect of the Occupational Health and Safety Act aspects relating to premises/ site(s) security and safety at the respective premises/office(s)
- The Service Provider/Supervisor must arrange to conduct quarterly independent premises/office(s) risk evaluation(s).
- All supervisors must be adequately trained in security procedures, fire equipment, health and safety, customer service, and using all security-related equipment such as hand-held metal detectors, searching procedures, alarm response, radio speech procedures, etc.
- All supervisors must be adequately trained in the safe handling of Firearms in accordance with the Firearms Control Act (Act 60 of 2000)
- Supervisors must have undergone customer relations training
- The Service Provider must be able to perform internal investigations and be in touch with all the relevant law enforcement authorities. Supervisors must have good report-writing skills in English.

(e) ALARM MONITORING AND ARMED RESPONSE SECURITY OFFICERS GRADE C

- Security Officers Grade C (Male/Female) are armed response security officers who execute patrols and respond to alarm activation security service.
- Security Officers must be schooled to at least NQF level 3 Grade 10 and/or equivalent qualification. In addition to PSIRA grading, they must be registered with PSIRA as Armed Response Officers and must possess a certificate issued by PSIRA stating their level of competency regarding said training.
- Response Officers must have 1 year experience.
- Security Officers must be able to read, write and communicate in English and/or commonly spoken language of the respective area.
- The Security Officers must have good knowledge in respect of the OHS Act (Occupational Health and Safety Act)
- All Security Officers must be adequately trained in security procedures, fire equipment, customer service, and the use of all security-related equipment, such as walk-through and hand-held metal detectors, searching procedures, radio speech procedures, and handling of the National Flag, etc.
- Security Officer C must be adequately trained and be in possession of a firearm competency certificate in the safe handling of Firearms in accordance with the Firearms Control Act (Act 60 of 2000)

(f) TECHNICIAN (ALARM SYSTEMS) SECURITY OFFICERS GRADE C

- Security Officers Grade C (Male/Female) are the persons who shall perform duties as alarm system technicians, including cabling, testing, installing, repairing, replacing, and removing radio transmitters.

- In addition to PSIRA grading, they must be registered with PSIRA as a Technician (Alarm systems) Officer and must possess a certificate issued by PSIRA stating the level of competency with regards to said training.
- Technician (Alarm systems) Officer must have two (2) years of experience in an alarm system, radio transmitter and antenna system installation.
- Technician (Alarm systems) Officer must be schooled to the level of at least NQF level 3 Grade 10 and/or equivalent qualification.
- Technician (Alarm systems) Officer must possess a valid First Aid level one Certificate.
- Technician (Alarm systems) Officer must be adequately trained in use and care of hands tools, safe working practices, basic ethics in a work environment, installation of cables, etc
- Technician must understand;
- Elementary electronic principles applicable to electronic systems
- The concept and principles of intruder alarm systems
- The rule of authority and legislation governing the private security industry
- Technician must be able to;
- Configure installations in various contexts
- Assess threats to specify design, sell, plan and install electronic security systems
- Determine and rectify faults in an installation
- Interpret and use information from the text

9. REQUIRED STANDARD ISSUED ITEMS

The appointed Service Provider shall at its cost, procure, acquire, install, and maintain in good and safe working order all Standard Security Equipment and Security Systems and shall have no claim based on enrichment or for compensation, reimbursement or of any other nature whatsoever against the eThekweni Municipality.

The successful Service Provider must provide the necessary standard-issued item as specified in the Master Agreement, Individual Agreement, or as agreed in writing between the Parties from time to time, which, at all times, shall be clean and in good working order and good condition, including but not limited to the following items, to enable security officers to perform their duties in terms of this Agreement at their **own cost**.

(a) Standard Identification

- Uniforms with company insignia,
- Reflector with company insignia vest and
- bulletproof (where applicable), level 3 and SABS approved
- personal protective equipment (PPE) (where applicable),
- Company identification cards/tag/disc
- PSIRA card,

(b) Standard Equipment

- handcuffs,
- flashlight,

- Non-lethal firearms (where applicable)
- Firearms
 - handguns

(c) Standard Security Aid

- pocketbook & pen,
- occurrence book (manual and electronic),

(d) Standard Security Systems

- Guard patrol monitoring system, with sign-on/off records
- Electronic Occurrence Book

10. REQUIRED ADDITIONAL ITEMS

The successful Service Provider shall provide the necessary additional equipment as specified in the Individual Agreement or as agreed in writing between the Parties from time to time, which, at all times, shall be clean and in good working order and good condition, including the following items but not limited to enable security officers to perform their duties in terms of this agreement at **additional cost**.

(a) Communication Equipment

- digital handheld two-way radio,
- Mobile radios installed in motor vehicles,
- cell phones (where applicable)

(b) Mobile Patrol Tools

- Motor vehicles installed with mobile radios and dispatch monitoring systems with Auto Vehicle Locator [AVL] (where applicable).
 - Vehicles - 5-seater sedan/Hatchback high-speed performance (or similar type of vehicle)
 - Vehicles - 4 X 4 Single Cab with roller shutter (or similar type of vehicle)
 - Vehicles - 4 X 4 Double Cab with roller shutter (or similar type of vehicle)
 - Vehicles - 4 X 2 Single Cab with roller shutter (or similar type of vehicle)
 - Vehicles - 4 X 2 Double Cab with roller shutter (or similar type of vehicle)

(c) Security System

The Service Provider must replace all manual security aids and procedures with deploying the latest security systems to keep accurate records and effective operations as agreed by both parties.

- Guard patrol monitoring system, including electronic sign-on and off-duty on-site. (at own cost)
- Dispatch monitoring system including Auto Vehicle Locator [AVL] and voice logging.
- Electronic occurrence book (at own cost)

11. STANDARD IDENTIFICATION

11.1. UNIFORMS WITH COMPANY INSIGNIA

The successful Service Provider shall provide his personnel with a standard uniform, as agreed upon between the Parties, which shall consist of at least the following;

In the case of male security officers,

security wear - includes a cap/beret, shirt, pants, socks, shoes/safety boots, belt, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit, as and when required; and **corporate wear** - of the Service Provider, if so required by the eThekweni Municipality, must include a blazer, tie, shirt, trousers, jersey, socks, shoes, belt, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by the Client.

In the case of female security officers:

Security wear includes hat/cap/beret, blouse, skirt or trousers, stockings, shoes/safety boots, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit as and when required; and

corporate wear of the Service Provider, if so required by the eThekweni Municipality, must include a blazer, tie, skirt, blouse, jersey, trousers, stockings, shoes, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by the eThekweni Municipality;

a reflector jacket with the Service Provider's name on the front and back, which is to be issued to all security officers unless otherwise specified by the eThekweni Municipality; and bullet-proof vests (SABS approved) whenever security officers are issued with firearms or if otherwise directed to do so by the eThekweni Municipality.

The uniform of the security officers must comply with the requirements in terms of regulation 13 of the Private Security Industry Regulations, 2002.

The Insignia of the successful Service Provider must be visibly displayed on uniforms at all times.

eThekweni municipality reserves the right to request the Service provider to utilise a specialised uniform per specific site requirements.

When on duty, the personnel provided by the Service Provider shall at all times, unless otherwise authorised by the Municipality, wear the uniform.

11.2. IDENTIFICATION AND PSIRA CARDS

The successful Service Provider must provide his personnel with a company identification card/disc/tag as prescribed by the eThekweni Municipality or as agreed upon between the Parties and shall at least contain the following information in respect of the Service Provider's security officers:

- (a) A recent colour photograph of the relevant security officer;
- (b) The name of the security officer on the identification badge must be visible and legible;
- (c) the identity number, PSIRA registration number and grade of the security officer;
- (d) the name and logo of the Service Provider, and
- (e) The name of the business unit of the eThekweni Municipality where it was deployed.

The successful Service Provider's personnel shall at all times be in possession of the Service Provider's ID card and a Private Security Industry Authority (PSIRA) ID Card that should be displayed clearly whilst on duty. The security officers must, in terms of regulation 9 of the Private Security Industry Regulations, 2002, carry his/her PSIRA ID card, or as otherwise agreed in the Individual Agreement.

The Municipality reserves the right to request that specialised identity cards for Security Officers deployed at various sites be photographed and issued with eThekweni Municipality-branded ID cards. The successful service provider will bear the production costs for the ID cards.

12. STANDARD ISSUED SECURITY EQUIPMENT

12.1. HANDCUFFS

The successful Service Provider must provide his personnel with a compliance tool, fully functional handcuffs and two (2) keys for operational use at various sites to enable the Security to restrain and detain a person out of control long enough for police to arrive at their own cost.

Security Officers deployed at all municipal sites shall carry handcuffs at all times while on duty to ensure that all intruders, personnel, and visitors who are out of control or unruly are restrained and detained until police take over. Handcuffs must be maintained and serviced by the appointed Service Provider.

12.2. TACTICAL FLASHLIGHT

The successful Bidder must provide his personnel with a fully functional tactical flashlight in working order as a lighting, deterrent, and self-defence tool, together with batteries and spare batteries at their own cost.

Security Officers deployed at all municipal sites shall carry the tactical flashlight at all times whilst on duty to illuminate dark places, deter and for self-defence. Tactical flashlight must be maintained and serviced by the appointed Service Provider.

12.3. FIREARM

The municipality may require firearms to be deployed at specific sites. All Bidders tendering for armed guarding services must comply with the Firearms Control Act (Act 60/2000) and any determinations, regulations or agreements made in terms thereof as amended.

The appointed Service Provider shall at all times ensure that the personnel provided to the eThekweni Municipality in terms of this contract are only issued with the firearms as specified.

a) Handguns

Only firearms registered and licensed in the Service Provider's or its sub-contractor's name shall be permitted on the eThekweni Municipality's sites. Furthermore, the Service Provider shall guarantee that he or his sub-contractor is the lawful owner of all firearms issued to his personnel in terms of this agreement.

The appointed Service Provider must issue all its armed security officers a firearm with a fully loaded magazine plus one (1) additional fully loaded magazine, magazine pouch Firearm Holster at their own cost. The Service Provider shall at all times ensure that all firearms and ammunition issued to his personnel in terms of this agreement are in clean and working condition and are properly maintained. All handguns carried by personnel must be securely holstered. For the sites requiring firearms, the successful Service Provider shall provide a list of firearms allocated and those authorised to use firearms.

13. STANDARD SECURITY AID

13.1. POCKETBOOK AND PEN

The successful Service Provider must provide his personnel with an A5 pocketbook together with a black pen to note and record all incidents and/or observations made by a Security Officer during his/her shift for future reference. During a shift, security personnel must have a pocketbook on their person.

The following information must be recorded in the pocketbooks:

- (a) All occurrences/events/incidents, however important, slight, or unusual.
- (b) Reporting on and off duty;
- (c) Time of occurrence or event;
- (d) The extent of occurrence or event;
- (e) Relevant serial number of an occurrence book;
- (f) Followed-up actions taken in respect of the occurrence or event

The Pocketbook must meet the following specifications;

- (a) It must have at least 100 pages and be numbered consecutively.
- (b) On top of each page, there must be a space for dates.
- (c) It must be an Engraved Occurrence Book with the company logo.
- (d) It must bear the details of the Security Officer as follows
 - (i) Name
 - (ii) Surname
 - (iii) Company Employment Number
 - (iv) Security Grade and PSIRA number
 - (v) Book Number

All original pages of books registers or other documents used in the supply of the Security Services shall, immediately after they are full, become the property of the municipality and shall be handed to the Municipality against a signature recording receipt for safekeeping and records purposes. The Municipality reserves the right to its own.

13.2. OCCURRENCE BOOK

The purpose of the occurrence book is to record details of any Incidents, events or accidents that occurred on site, details of routine inspection visits, routine patrol, and any other information relating to the security

situation on the Site(s) at its own cost and give an overall picture of activities, inspections by Supervisors and other occurrences at the premises/site(s). A manual occurrence register must be implemented immediately on the commencement of the contract/site.

The appointed Service Provider must provide his/her personnel with occurrence books at each duty point. The security personnel on duty must make the compulsory entries in the occurrence book, including all listed routine procedures such as patrols undertaken, handing-over of shifts, etc., mentioning the procedures followed, by whom, and the time of commencement. These entries must be made clearly, legible, and in black ink. All occurrences, however important, slight, or unusual, with reference to the correct time and relevant actions, are taken. All security personnel activities- especially deviations in respect of the duty list, indicating particulars of the personnel and relevant times;

- (a) The issue and/or receipt of keys,
- (b) indicating the time and from whom they were received or delivered;
- (c) The unlocking or locking of doors or gates,
- (d) indicating the time and by whom it was locked or unlocked.
- (e) The handing-over of shifts, mentioning the names of all personnel per shift and accompanying equipment and aids.
- (f) In this case, personnel taking over as well as personnel handing over must sign the entries;

13.2.1. Occurrence book (verification):

After taking over shifts, the First-level Supervisor must make an entry declaring that he/she has read the occurrence book to acquaint himself/herself with the events that occurred during the previous shift.

All visits by Second-level Supervisors and top management: These entries must be done in red ink; Officials of the Municipality shall pass on in writing all additional requests in respect of the rendering of the service.

NB: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid, or deleted. It shall only be crossed out by a single line and initiated on the side, and no pages should be removed from the occurrence book.

The occurrence book must meet the following specifications.

- (a) It must be a minimum of at least 300 pages.
- (b) Pages must be numbered consecutively.
- (c) It must be an Engraved Occurrence Book with the company logo.
- (d) Must be able to capture the following details.
 - (i) Serial Number
 - (ii) Date,
 - (iii) Time,
 - (iv) Nature of the occurrence,

- (v) The person recording the occurrence,
- (vi) location of the occurrence

In addition to the manual occurrence book [OB], the Service Provider must provide a central electronic occurrence book [EOB] under their control at its own cost within three months after the commencement of the contract, subject to municipal approval.

14. ADDITIONAL SECURITY EQUIPMENT

14.1. COMMUNICATION

eThekwini Municipality owns and operates a Motorola TETRA Radio network for the mission-critical communications needs of the various end-user departments and supporting services; therefore, the municipality shall be responsible for licenses in terms of the provisions of the Electronic Communications Act 36 of 2005, and any determinations, regulations or agreements made in terms thereof as amended, issued by Independent Communications Authority of South Africa ("ICASA"). The Service Provider shall enter into an agreement with the eThekwini Municipality to utilise its licenses.

The successful Service Provider must procure and operate radios compatible with the municipality's existing Motorola Dimtetra 8.2 / 9.2 network. The municipality will provide radio channels and talk groups for the use of security guards from the successful bidders' companies.

The municipality's Dimtetra TETRA network consists of the following key components which are vital for compatibility:

- (a) TETRA Radio network layer for voice and data communications between radio devices and control rooms.
- (b) Safe Dispatch Application for real-time GPS location of radios.

There are 3 main types of TETRA radios which will be required to fulfil the operational requirements of this contract:

- (a) **Portable Radio** – handheld portable radio carried by the individual Security Officers.
- (b) **Mobile Radio** – to be fitted in patrol, supervising inspectors and any relevant operational vehicles of the security company.
- (c) **Desktop Radio** – to be fitted into the control/dispatch room.

14.1.1. PORTABLE, MOBILE AND DESKTOP RADIOS

The purpose of two-way communication is to establish immediate communication between the different duty points, Control on the Site, the security management control room, and the Service Provider Control room. The Service Provider shall at all times provide hand-carried radios for the

various guard points. If any other form of communication occurs, the bidder in this offer must advise the Municipality of such.

Applicable Standards

Except where otherwise specified or implied, the following standards shall apply:

Wherever relevant, even if not directly requested within this tender, all equipment must comply with all applicable ETSI specifications for ETSI TETRA subscriber equipment, including ETS 300 392, ETS 300 394, ETS 300 395, ETS 300 396. For safety, all radios and accessories shall comply with EN 60950 or equivalent.

Interoperability

The appointed Service Provider may be required to prove interoperability with the existing Motorola Dimetra infrastructure by citing ETSI (European Telecommunications Standards Institute), TCCA (The Critical Communications Association) or other credible Telecommunications organisations as proof. The units must be fully equipped and enabled with TEA1 encryption/authentication security and shall be compatible with the City's existing Motorola Dimetra version 8.2 trunking system.

Serviceable handheld radios, in good working condition must at all times be provided by the Service Provider. All radio units must be equipped with ETSI air interface encryption, TEA1, according to ETSI EN 300 392-7. All radio units are required to operate in the frequency band from 380 MHz to 430 MHz and be programmable for operation utilising 6,25 kHz offset steps and 25 Channel spacing. Due to uncertain requirements and needs in the future, the equipment offered must be capable of operating across the entire band from 380 MHz to 430 MHz.

All radios must have Tx and Rx separation of 10MHz. Radio transmission and reception performances must be according to ETS300 392-2. Where applicable, the units shall comply with the specification for the ETSI TETRA multi-slot packet data. Terminal units shall be capable of supporting any "over-the-air" Dynamic Group Number Assignment (DGNA) services.

Specification

All radios must meet the following specifications.

- a) The radio shall have a minimum number of 100 Talk groups.
- b) The radio shall have a maximum of 300mS call setup time.
- c) The radio shall be capable of storing a minimum of 50 individual call numbers.
- d) The radio shall be capable of storing a minimum of 50 individual PSTN numbers.
- e) Bit Error Rate (BER) shall be 4% or better at a static level of -112dBm.
- f) The units must have Tetra ACELP voice coding. The receiver type shall be Class A or Class B.
- g) The unit must be capable of performing full-duplex private, PABX, and PSTN calls in Trunk Mode Operation (TMO).
- h) The unit must be capable of performing half-duplex private, group and emergency calls in a Trunk Mode Operation (TMO).

- i) The unit must be capable of performing half-duplex private, group and emergency calls in a Direct Mode Operation (DMO).
- j) The unit must be capable of doing talk groups and priority scans.
- k) The unit must be capable of sending and receiving status messages to other radios and dispatch consoles.
- l) The unit must be capable of handling short Data Services.
- m) The unit must be capable of handling late entries associated with group calls.
- n) At least 10 pre-coded or "canned" messages shall be available to the user. Each of them consists of at least 140 characters.
- o) At least 99 short messages, each consisting of up to 2047 bits, shall be storable.
- p) Call Out text messages sent from a dispatcher MUST be displayed automatically whichever mode the TETRA radio terminal is in, and without user interaction.
- q) The TETRA radio terminal MUST present the user with the option to accept or reject the Call Out Talk-Group assignment.
- r) The unit must be capable of operating in the local site trunking.

Functionality

All radio subscriber equipment shall support direct mode operation with the following minimum functionality as specified in ETS300 396-5 (excluding the pager unit):

- a) Registration / De-registration Group speech call Operating software/parameter downloading to a non-volatile memory shall be supported to ensure upgrade capability for future features. Software and configuration downloading shall be reliable and fast (not slower than 9.6 k bit/s).
- b) All units except the pager unit must be capable of message trunking for private and duplex calls and quasi-transmission trunking for group calls.
- c) All units must be capable of displaying ID, aliases of calling parties and the identity of the current Talk Group.
- d) The unit must be capable of cell selection by talk group.
- e) The system operator must provision the TETRA radio terminal with a list of Talk Groups during provisioning. Users must not be able to add Talk Groups to the list manually. The unit must be cabled for keypad programming.
- f) The unit must have an RSSI indicator.
- g) The unit must be capable of doing an announcement talk group.
- h) The unit must have an over-the-air interface radio stun feature.
- i) The unit must have Air Interface Encryption TEA1 (Class 1,2 &3).
- j) When the Emergency Button is pressed, the TETRA radio terminal MUST emit a distinct "emergency start" tone and provide a visual message.
- k) When the Emergency Button is pressed, the TETRA radio terminal MUST automatically send an emergency alarm to the Dispatch Console.
- l) The TETRA radio terminal must be configurable so that on initiating an emergency call, it either starts a call to the currently attached Talk group, a pre-defined Talk group, or a designated ISSI. When receiving an Emergency-Call the TETRA radio terminal MUST emit a distinct tone. When

in Emergency Mode, the TETRA radio terminal must automatically activate the microphone to periodically transmit without the user pressing the PTT button. This will allow other members of the Talk Group to monitor the situation.

- m) Menus must be configurable and support assignable shortcuts to features and services. Each TETRA radio terminal must give a very clear visual indication when it is out of the system's radio coverage.
- n) The display must be backlit to aid operation in the dark. Backlight intensity must be configurable and turn itself off after a period of inactivity.
- o) Each TETRA radio terminal must be lockable so that a four-digit PIN has to be entered at the keypad before it can be used.

14.1.2. CELLPHONES

Where Cell phones are required, they must be provided with a charger by a Service Provider to the Security Officer on duty and must be on a company cell phone contract or, if on prepaid, the cellphone must be loaded with the minimum of either airtime, any net minutes or data as prescribed in the service level agreement at the beginning or end of every shift. This will be verified during the site visit. The cellphone must have WhatsApp capabilities and must be able to take and send photos. Cell phones must be fully operational and adequately charged at all times.

14.2. MOTOR VEHICLES INSTALLED WITH MOBILE RADIOS AND AVL

The eThekweni Municipality may require the deployment of operations vehicles in certain circumstances as determined by the eThekweni Municipality.

- (a) All vehicles must be fit for purpose and comfortable, able to carry at least two security Officers, and driven in all kinds of weather (rainy, sunny, or cold) and on roads (gravel, tarred, or slippery).
- (b) All vehicles must have valid license discs, be roadworthy, and remain so for the duration of the contract.
- (c) All vehicles must be marked with the Service Provider's logo unless the municipality requests to provide an unmarked vehicle or marked municipal logo in writing.
- (d) All vehicles must be installed with a real-time tracking system and mobile radios compatible with the municipality's tetra system. The municipality must have viewing rights to this system and report regularly. The vehicles must also be fitted with a first aid kit, and at least one member must be trained in first aid Level 1 unless specified.
- (e) All drivers must possess a driver's license and, if driving the transport vehicle, a valid PDP where applicable.
- (f) All vehicles must be available 24/7, unless specified, and have a maintenance plan and must be provide to Security Management as and when requested.
- (g) Vehicles will be ordered as and when required.
- (h) The following types of vehicles are preferred;
 - Vehicles - 5-seater sedan/Hatchback (or similar type of vehicle)
 - Vehicles - 4 X 4 Single Cab with roller shutter (or similar type of vehicle)

- Vehicles - 4 X 4 Double Cab with roller shutter (or similar type of vehicle)
- Vehicles - 4 X 2 Single Cab with roller shutter (or similar type of vehicle)
- Vehicles - 4 X 2 Double Cab with roller shutter (or similar type of vehicle)

14.3. SECURITY SYSTEM

The Service Provider must replace all manual security aids and procedures with the latest security systems to keep accurate records and ensure effective operations, as agreed by both parties. The eThekweni Municipality may require the deployment of security systems in certain circumstances, as determined by the eThekweni Municipality.

14.3.1. GUARD PATROL MONITORING SYSTEM

The appointed Service Provider must replace the manual duty on/off registers and duty list with an operational electronic guard monitoring system within three months of the commencement of the agreement at their own cost, subject to municipalities' approval. This system must monitor and track Security personnel activities whistle-on duty within at

The appointed Service Provider(s) must provide, install, and maintain tagging points for the guard patrol monitoring system at each site at its own cost, subject to municipal approval. At the end of the contract, the Service Provider must remove the tagging points and/or devices utilised for this purpose and restore the site to its original state at its own cost.

The patrol monitoring system must be fully operational at times and shall monitor the Security Officer's operational times and patrol patterns.

The purpose of the electronic guard monitoring system is to provide detailed information on the Security Officers' Time of arrival, mid-day intervals, and time of departure, Overtime per premises/site(s), and overall Security Personnel activities, including site coverage and patrol patterns.

The appointed Service Provider must post his/her personnel and provide proof of posting by submitting posting reports daily to the municipality.

All activities captured electronically shall have automatically date/time stamped (non- editable) with a unique sequential (also automatic and non-editable) numbering system; no records may be deleted from the system.

The person recording the activities must be automatically recorded against the entry when logging or signing into the systems.

Security personnel activities must be monitored real time, with the minimum mandatory fields being the

- (a) Name and Surname of the Security Officer,
- (b) Service number of the Security Officer,

- (c) Date
- (d) Time of arrival,
- (e) Time of mid-day intervals
- (f) Time of departure
- (g) Overtime
- (h) Patrol activities, time and intervals,
- (i) Site information

All the relevant particulars of the Security personnel's activities must be monitored and reported. They must also be accessible by the eThekwini Municipality, Head: Security Management Unit or his/her delegate, Senior Manager: Security Management, Manager; Contracts and Surveys and/or an identified eThekwini Municipality Manager/Representative via the Internet.

The system should allow multiple concurrent users to access the same information via the network. Identified persons of the eThekwini Municipality must be informed of specified events, such as no arrival, late arrival, lunchtime interval, early departure, and no patrol, which will be indicated via short message service (SMS) and e-mail.

Each user of the system shall have different levels of access, restricting viewing, editing, adding, and printing of site coverage information and reports. Analytical reports and any other sensitive information recorded in the system shall be restricted as indicated above,

The system shall allow a user to quickly and easily access either a single or multiple guard monitoring reports with a minimum of the following selection criteria.

Once retrieved, those Security personnel activities shall be available for viewing/printing:

- (a) From /To: date and time range;
- (b) From/ To: time of day;
- (c) From/To: day of the week;
- (d) From/To: Month;
- (e) Type of Security Personnel activity (category);
- (f) All uncovered posts, All late/delayed postings, deserted posts
- (g) Delayed patrols

The system shall allow graphs and statistics to be produced based on similar selection criteria. Statistics/graphs shall be produced for prescribed selections, either cumulatively or by month, and year-on-year comparisons shall also be drawn.

The system should be fully networkable. Identified persons of the eThekwini Municipality must be informed of specialised incidents, which will be indicated via short message service (SMS) and email. A complete investigation report will also be submitted to the Head of the Security Management Unit or his/her delegate and the respective Business Unit Security Managers.

The Appointed Service Provider must grant municipal representative(s) view rights/access to the system.

The successful Service Provider must submit a daily report within two hours of the beginning of each shift and within two hours after the end of each shift. A monthly site coverage report per site shall accompany each invoicing schedule and must be submitted to eThekweni Municipality at agreed intervals and deadlines.

14.3.2. DISPATCH MONITORING AND AUTO VEHICLE LOCATOR SYSTEM

The Service Provider must install Automatic vehicle locating (AVL) systems designed for surveillance operations. These systems enable the eThekweni Municipality to track and monitor operational vehicle deployments. AVL systems must report vehicle information, such as location, speed, and stops, to investigators by obtaining real-time data from global positioning system (GPS) satellites.

The Service Provider must be able to monitor dispatched vehicles in real-time and replace the manual posting sheet with an electronic dispatch monitoring, auto vehicle locator, and voice logging system at its own cost within three months after the commencement of the contract, subject to municipal approval.

This system must provide voice recording, deployment, dispatching, and vehicle location information such as;

- (a) Number of vehicles deployed per shift
- (b) Response time per vehicle per incidence
- (c) All late / delayed dispatching
- (d) This system must be fully operational at all times and shall monitor the operational vehicles and Security Officer's patrol and response patterns.
- (e) The Service Provider must grant municipal representative(s) view rights/access to the system.

14.3.3. ELECTRONIC OCCURRENCE BOOK

The Service Provider shall provide in addition to the manual occurrence book, an operational electronic occurrence book within three months of commencement of this contract at their own cost, subject to municipalities approval.. All electronic information, books, registers, or other documents used in the supply of the Security Service(s) remain the property of the eThekweni municipality.

The purpose of the electronic occurrence book is to give an overall picture of activities, inspections by Supervisors and other occurrences at the premises/site(s).

All incidents reported and captured electronically shall automatically have date/time stamped (non-editable) with a unique sequential (also automatic and non-editable) numbering system; no records may be deleted from the EOB.

The person recording the incident must be automatically recorded against the incident when logging into the systems. Incidents must be captured in real-time, with the minimum mandatory fields being the

- (a) location of the occurrence
- (b) type of incident (categorised) and
- (c) Person that records the occurrence
- (d) Details of the occurrence

All the relevant particulars of the incident must be recorded. Ideally, pre-defined questionnaires should be used to guide the controllers entering the details as to the information required for that particular type of incident; and

The electronic/digital occurrence book system must be accessible by the eThekweni Municipality. Representative and the system should allow multiple concurrent users to access the same information via network. Identified persons of the eThekweni Municipality must be informed of specified incidents, which will be indicated, via short message service (sms) and e-mail.

Each user of the system shall have different levels of access, restricting viewing, editing, adding, and printing of incidents. Analytical reports and any other sensitive information recorded in the system shall be restricted as indicated above,

The system shall allow a user to quickly and easily access either a single or multiple incidents with a minimum of the following selection criteria. Once retrieved, those incidents shall be available for viewing/editing/printing:

- From /To: date and time range;
- From/ To: time of day;
- From/To: day of week;
- From/To: Month;
- Type of incident (category);
- Location;
- Reporting person;
- Recorded by a person/Security Officer who entered the information in the computer and
- Key words/names entered into the incident (e.g., find all incidents where a knife was involved).

The system shall allow graphs and statistics to be produced based on similar selection criteria. Statistics/graphs shall be produced for any of the above selections, either cumulatively or by month, and year-on-year comparisons shall also be drawn.

The system should be fully networkable. identified persons of the eThekweni Municipality must be informed of specialised incidents, which will be indicated via short message service (sms) and email as well and a complete investigation report be submitted to the Head of Security Management Unit or his/her delegate and the respective Business Unit Security Managers.

A monthly report must be submitted to the Head: Security Management Unit or his/her delegate at agreed intervals and deadlines.

In the event a contractor fails to provide the EOB, the municipality shall be entitled to impose penalties as per the “penalty” clause.

SECTION 8: SCHEDULE OF RATES - PRICING INSTRUCTIONS

Annexure F, Schedule [1 – 4] provides a breakdown of the requirements for the specific service offering per schedule. Bidders must refer to the Scope of work as per Annexure F, Schedule [1 – 4] and provide comprehensive pricing in the pricing schedule for each schedule as per Annexure G, G1, and G2 Schedule [1 – 4]. Bidders must complete and submit their pricing schedules in the format supplied by the Municipality as Annexures G, G1, and G2 [1-4] with their bids. Incomplete pricing schedules will not be considered, and the bid may be disqualified.

To facilitate like-for-like comparison, Bidders must submit pricing strictly in accordance with these pricing schedules and not utilise a different format. No other pricing schedule should be used apart from the one provided. Any additional information may be provided separately. Deviation from the pricing schedule will result in a bid being declared non-responsive and will be disqualified. eThekweni Municipality will evaluate according to what is provided in the pricing schedules [1 – 4]. Please note that should the Bidder have offered a discounted price(s), eThekweni Municipality will only consider such price discount(s) in the contract stage.

Bidders must submit the completed pricing schedule/s electronically on Supplier Self Service (SSS) and the hard copy with the bid at the closing date and time. Should there be a discrepancy in pricing between the soft and hard copy, the pricing supplied on the soft copy will take precedence. The pricing schedule must be submitted using the Excel format provided. No modifications are allowed.

Bidders should quote in line with the gazetted rates for the gazetted items for Areas 1 and 2 in terms of Government gazette No. 50065, 02 February 2024, as amended. For the application of the above paragraph, the pricing Schedule in Annexure G, G1, and G2 will be used to evaluate compliance for the applicable gazetted rates and items. Bidders must provide a breakdown of their rate per Security Officer as per the attached sample in Annexure E.

eThekweni Municipality will evaluate the offers per schedule and award them to the highest ranking in terms of price and preference per schedule. The estimated quantities set out in the schedule are subject to eThekweni Municipality's assessment of its business requirements, and eThekweni Municipality reserves the right to vary the quantities of sites, guards or equipment at any time "as and when" required based on operational needs. Upon completion of the evaluation and adjudication process, the deployment of a successful bidder to various areas in the particular schedule will be at the sole discretion of eThekweni Municipality.

Bidders must complete unit costs with numeric South African Rand values (Excluding VAT). No other wording or blank spaces will be accepted in the pricing schedule. Prices must be quoted in South African currency (ZAR) (Exclusive of VAT).

Prices quoted must be valid for 120 Calendar days from the closing date of this tender and inclusive of statutory annual wage increases and/or inflation increases where applicable. No price adjustment will be allowed during the contract period; prices will be kept firm and fixed for 36 months.

With respect to price escalations, bidders are required to provide a detailed schedule of escalations of the total fee from inception, showing a detailed calculation. Such escalations must be in accordance with the consumer price index (CPI). Failure to quote for all services at all facilities in a respective schedule will be considered non-conformance to specifications, and failure to comply with this requirement will result in a tenderer being considered non-responsive and disqualified.

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number: 1C-29303** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (*capitals*):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

SECTION 10: ANNEXURES (if applicable)

Annexure	Description	Required for schedule
Annexure: A	Declaration - Firearms available for this contract	All Schedules
Annexure: B	Reference Letter	All Schedules
Annexure: C	Schedule of Tenderer's Experience	All Schedules
Annexure: D	Schedule of Key Personnel	All Schedules
Annexure: E	Sample of the cost breakdown for Security Officers	All Schedules
Annexure: F	Scope of Work	All Schedules
Annexure: G	Bill of Quantities: Three-year Period	All Schedules
Annexure: G1	Schedule of Rates Per Month	All Schedules
Annexure: G2	Schedule of Rates Per Shift	All Schedules
Annexure: H	Service Level Agreement	All Schedules
Annexure: I	Summary of Deficiencies and Penalties	All Schedules
Annexure: J	Performance Management Score Card	All Schedules

ANNEXURE A: DECLARATION OF FIREARMS AVAILABLE FOR THIS CONTRACT

The bidder hereby declares the following: -

1. The bidder has an adequate number of licensed firearms available for the schedules bidden for as per the table below.
2. The bidder declares that the information contained herein is true and correct.
3. The bidder acknowledges that eThekweni Municipality reserves the right to verify the information contained therein and, if found to be false or incorrect, will be regarded as misrepresentation in terms of the SCM policy, and the bidder will be disqualified.

Description	Number of Firearms
Total number of licensed firearms in the name of the bidder.	
Less: Total number of licensed firearms that are engaged in other contracts.	
Less: Total number of licensed firearms that are not in possession of the bidder, e.g., gone for repairs, investigated, lost, etc.	
Total number of licensed firearms that are available for this contract.	
Total number of licensed firearms that are available for this contract per schedule	Indicate Number of Firearms per schedule below
Schedule 1	
Schedule 2	
Schedule 3	
Schedule 4	

This form is an integral part of the tender documents and must be signed and attached to your tender when submitted. Bidders who fail to submit this document will be deemed non-responsive.

Signature		Date	
Name and Surname		Position	
Tendering Company Name			

ANNEXURE: B - REFERENCE LETTER [Applicable to schedule 1-4]**Attention: eThekweni Municipality: Security Management Unit****Feedback from the Referee's****Name of the Tendering Entity** _____

The Employer / Client of the Tendering Entity who is completing the reference letter (as outlined in the table below) must indicate and rate the performance of the Tendering Entity in line with the following indicators: whether the performance was Poor, Acceptable or Outstanding. Please tick the relevant performance in the box below;

Services rendered	(1 Rating) Poor	(2 Rating) Acceptable	(3 Rating) Outstanding
Site Coverage (<i>Quantity, quality and specification deployed</i>)			
Safety (<i>Incidents per area of deployment</i>)			
Inspections (<i>Compliance to contract obligations</i>)			
General Security Service (<i>Turnaround times, Quality of feedback, Accessibility and availability, Reliability, Customer satisfaction</i>)			

and further indicate the type of security service rendered, start and end date, and the contract amount of the project:

Security Services Rendered	Number of Security Officers Deployed	Contract Period		Contract Value	
		Start Date	End Date		
Alarm Monitoring and Armed Rapid Response Service					
TOTAL				TOTAL	

NB: Reference letters with an indication of poor performance will not be considered.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Employer/Client, confirms that the contents of this document are within his/her personal knowledge and are both true and correct.

This letter is an integral part of the tender documents and must be signed and attached to your tender when submitted. Bidders who fail to submit this document will be deemed non-responsive.

Client Signature		Date	
Name and Surname		Position	
Client Company Name			
Client Contact details	Email:		
	Telephone:		
Client Stamp			

ANNEXURE C: SCHEDULE OF TENDERS EXPERIENCE

Contract / Ref No.	Client's Name	Name of the Client's Contact Person	Contact Details		Description of Service eg Armed Guards	Duration of the Contracts		
			Phone Number	Email Address		Number of Guards	Start Date	End Date

NB: (Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

The tendering entity or joint venture partners, in the case of an unincorporated joint venture or consortium, must have three [3] years or more compulsory relevant experience in which they have deployed a minimum of 161 PSIRA Grade C Alarm Monitoring and Armed Rapid Response Security Officers within the last five years.

The tendering entity is required to complete and submit annexure C together with Annexure B as evidence of relevant experience for completed and /or current similar service undertaken. This form is an integral part of the tender documents and must be signed and attached with your tender submission. Bidders who fail to submit this document will be deemed non-responsive.

I (full names) ID numberhereby give eThekweni

Municipality consent to contact the above-mentioned **clients** to confirm the correctness of the information provided. Signed at

On the.....20.....Signature:

ANNEXURE D: SCHEDULE OF KEY PERSONNEL

Personnel Particulars	Designation	PSIRA Registration No	PSIRA Grading (A,B,C)	Specialized Training / Competency eg (, firearm competency)	years of experience

NB: (Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

All employees of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, must be registered in terms of the Private Security Industry Regulation Act (PSIRA) and must have a minimum number of qualified key personnel with relevant years' experience. The tendering entity is required to complete and submit this annexure together with copies of valid PSIRA certificates as evidence. This form is an integral part of the tender documents and must be signed and attached to your tender when submitted. Bidders who fail to submit this document will be deemed non-responsive.

I (full names) ID numberhereby give eThekweni

Municipality consent to contact **PSIRA** in order to confirm the correctness of the information provided.

Signed at On the.....20.....Signature:

ANNEXURE E: SAMPLE OF THE COST BREAKDOWN

The cost breakdown of the bidding entity's security officer's rate is an integral part of the tender documents and must be signed and attached to your tender when submitted. Bidders who fail to submit this document will be deemed non-responsive



NATIONAL BARGAINING
COUNCIL
FOR THE PRIVATE SECURITY SECTOR

ILLUSTRATIVE PRICING GUIDE

Effective as from 01 March 2025 until 28 February 2026

PLEASE NOTE THAT THIS IS PURELY A GUIDE AND IS DISTRIBUTED WITHOUT PREJUDICE

(Based on the average month, 12 hour shifts every day or night of such month at a site)

AREA 1 & AREA 2 (URBAN)

Description	Explanation	Grade			Calculations
		A	B	C/D/E	
MONTHLY SALARY	Clause 4(T)(b) of NBCPSS Main Agreement	R7 695.00	R7 118.00	R6 514.00	PROMULGATED SALARY
		R36.99/62	R34.22/22	R31.31/73	Hourly equivalent wage (NOT FOR SALARY CALCULATION)
Ordinary time:	i) Primary Sec Officer ii) *Relief Sec Officer	R7 695.00	R7 118.00	R6 514.00	Monthly salary as per NBCPSS Main Agreement
Sunday pay premium	4 shifts per week (48 hrs)	R3 847.50	R3 559.00	R3 257.00	hr x 24 x 4.333
Public holiday premium	4.333 weeks p/m @ X1.5	R2 885.63	R2 669.25	R2 442.75	12 x 4.333 x hr x 1.5 (Sunday rate)
Security officer premium allowance	1 shift p/m average	R443.94	R410.65	R375.81	hr x 12 (1 x portion already incl. in basic salary)
Leave provision	N/A	R0.00	R0.00	R0.00	Collapsed into basic salary
Sick Leave	21 consecutive days leave	R605.91	R615.98	R593.71	hr x 144 / 12 * 1.5 (reliever) (+ 3 extra days after 2 years)
Study leave	24 shifts per 3 year cycle	R443.94	R410.65	R375.81	hr x 48 x 6 / 36 * 1.5 (reliever)
Family responsibility leave	6 days per annum	R332.96	R307.99	R281.86	(hr x 12 x 6) / 12) x 1.5 (reliever)
Night shift allowance	5 days per annum	R277.46	R256.66	R234.88	(hr x 12 x 5) / 12) x 1.5 (reliever)
Long service bonus (5 years average)	7 Rand, p/night shift worked	R212.92	R212.92	R212.92	(365 / 12) x 7 OMIT IF FOR DAY SHIFT
Statutory annual bonus	R500 over 60 months	R12.50	R12.50	R12.50	Long service bonus / 60 x 1.5 (reliever)
	Monthly salary	R961.88	R889.75	R814.25	Monthly salary / 12 x 1.5 (reliever)
SUB TOTAL		R17 779.64	R16 463.35	R15 085.48	A
UfF	1 % of remuneration	R178.26	R165.10	R151.32	(Total income: Primary + reliever) x 1%
Hospital cover	R172.50 Per month	R259.75	R259.75	R259.75	Including reliever
Provident fund	7.5 % of Fund Salary	R865.69	R800.78	R732.83	Fund Salary X 7.5% x 1.5 (reliever)
COID/WCA	2.65 % of remuneration	R472.39	R437.51	R401.00	(Total income: Primary + reliever) x 2,65%
Bargaining Council Levy	7 Rand	R10.50	R10.50	R10.50	Including reliever
PSIRA "per SO" fee	4 Rand (average)	R6.00	R6.00	R6.00	Including reliever (variable according to company size)
Sets of uniform	R2 725.00 Rand p/p p.a	R340.63	R340.63	R340.63	(Rand value + reliever(50%) / 12
Training (Skills Development Levy)	1 % of remuneration (SDL)	R178.26	R165.10	R151.32	(Total income: Primary + reliever) x 1%
Cleaning Allowance	31 Rand p/m	R46.50	R46.50	R46.50	Allowance x 1.5 (reliever)
TOTAL DIRECT COST		R29 136.61	R18 694.21	R17 184.32	B
Share of overheads	40 % of direct cost	R8 054.65	R7 477.68	R6 873.73	B x 40% (Economy of Scale rule applies)
TOTAL COST PER MONTH		R28 191.26	R26 171.90	R24 058.04	C
		6.03%	6.50%	7.07%	

NOTE:

- Excludes profit and VAT
- Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
- This is an illustrative pricing guide and SASA will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
- Maternity benefits of 34% over a period of four months not included in the pricing structure.
- *Relief Security officer* is a permanent employee
- Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable.
- PSIRA fees revised annually, as from April of each year, not yet finalised for the next year.

AREA 1 & 2 COMPRISES	Magisterial districts of Alberton, Bellville, Benoni, Boksburg, Bloemfontein, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klarkadorp, Krugersdorp, Kullerivier, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodoorsport, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Verveninging, Westonaria, Wonderboom and Wynberg.
AREA 3 COMPRISES	All other magisterial districts.

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