

Mossel Bay Municipality

TDR366/2022/2023

RENDERING OF A PERSONNEL PROVISION SERVICE

CLOSING DATE: 20 JANUARY 2023	CLOSING TIME: 12:00
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NAME OF BIDDER* :

ADDRESS* :

:

:

:

TEL NUMBER* :

FAX NUMBER* :

E-MAIL* :

CENTRAL SUPPLIER DATABASE REG NO* :

B-BBEE LEVEL OF CONTRIBUTION* :

TENDER AMOUNT (VAT INCLUDED)* :(see pages 36-39).....

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Mossel Bay Municipality
PO Box 25
Mossel Bay
6500

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SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 20 JANUARY 2023

TDR366/2022/2023: RENDERING OF A PERSONNEL PROVISION SERVICE

Tenders are hereby invited for the rendering of a personnel provision service to the Mossel Bay Municipality for the period 1 July 2023 to 30 June 2026.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr Henry Williamson at telephone (044) 606-5201 or e-mail at hwilliamson@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Ms Juanita Schutte at telephone (044) 606-5198.

A set of tender documents can be obtained at a non-refundable cost of R264 per set from Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 **OR** it can be obtained on our website at <https://www.mosselbay.gov.za/procurement-index> free of charge (follow the tenders available link). Payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay, by not later than 12h00 on Friday, 20 January 2023** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title, and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 36 out of 45 points will be considered as non-responsive:

Functionality criteria and weight:

1. Similar experience of Company (or JV) carrying a weight of 15 points.
2. References related to similar experience carrying a weight of 15 points.
3. Locality carrying a weight of 15 points.

Responsive bids will be evaluated on the 80/20 or 90/10 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be emptied just after 12:00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

**MR C PUREN
MUNICIPAL MANAGER**

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, can be made via EFT or cash payments to the Municipality of Mossel Bay. Documents can also be obtained on our website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link).

1.2.5 Registration on Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

(a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.2.9 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners, or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and

placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12:00 on Friday, 20 January 2023.**

OR

- be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

(a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

1.2.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised, or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality, or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of BEE certificates:

- (a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- (b) **If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- (c) **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- (d) **A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.27 Letter of Good Standing from the Commissioner of Compensation

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from

the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

1.2.29 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) All members of the Joint venture must submit, with the bid documents:
 - a valid tax clearance certificate or SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in annexure A (pages 61-63).
- (d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.29 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr Henry Williamson at (044) 606-5201 or at hwilliamson@mosselbay.gov.za.

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1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. 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 1.4: SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 The Municipality of Mossel Bay from time to time requires temporary personnel (local labourers, without criminal records) and requires a competent service provider to supply these temporary personnel to perform functions which include inter alia point traffic control, security, cleaning, general labourers, reception, and clerical duties.
- 1.4.2 The services as listed in Section 2.1 are required by the Municipality, **as and when required** for the period 1 July 2023 to 30 June 2026.
- 1.4.3 A Co-ordinator with a vehicle to be utilised on a full-time basis should be made available by the service provider and who shall attend all official meetings during the season. The Community Safety Department of Mossel Bay Municipality will issue this Co-ordinator with a two-way radio. This Co-ordinator must have full authority to act on behalf of the Company and make decisions on behalf of the institution.
- 1.4.4 The following apply to all security officers (gate guards and site security officers) for the various locations:
- (a) All security guards must be in possession of the necessary communication equipment supplied by the service provider.
 - (b) The service provider must submit proof by the date of the final award of security officers (gate guards and site security officers) SAPS Clearances to the Manager: Community Safety.
 - (c) Security Officers (gate guards and site security officers) must at least have a Grade C Certificate.
 - (d) These certificates must be presented to the Manager Community Services of Mossel Bay Municipality before the services are required.
 - (e) All the security officers (gate guards and site security officers) must have header cards and they must operate according to the standard operating procedures, as provided by the Station Commander.
 - (f) Two (2) or more security offices (gate guards and site security officers) must not operate at the same time.
- 1.4.5 In the event of Non- or Poor Performance of Service Providers, it will be dealt with in terms of Section 43 of the SCM Policy
- 1.4.6 The invoice for services rendered up to 31 December must be submitted within 5 working days and will be paid to the service provider within 30 working days after receiving the invoice.
- 1.4.7 The invoice for January must be submitted before or on 31 January and will be paid to the service provider within 30 working days after receiving the invoice.
- 1.4.8 Out of season: The Mossel Bay Municipality will reimburse quoted costs to the service provider within 30 working days of delivery of the approved invoice, to be handed in after the termination of the last day of delivery of the requested service.
- 1.4.9 The invoice must be submitted within 5 working days of the closing of the service period and will then be paid to the service provider by the stipulated period. The invoices must be submitted to creditors@mosselbay.gov.za electronically and a hard copy to the creditors within 5 working days.

- 1.4.10 Service providers must supply workers with protective clothing as indicated hereinafter and ensure that staff is identifiable as municipal casual workers.
- 1.4.11 The Municipality will supply all cleaning materials, cleaning equipment (excluding clothing and communication equipment) as needed by casual staff. Proper communication equipment between the service provider and the temporary staff as well as between the service provider and the Municipality should always be available and in good working order. At least one two-way radio per duty point should be supplied by the service provider to supervisors, gate guards and security officials.
- 1.4.12 Service providers must ensure that casual staff is not allergic to any cleaning chemicals used by the Municipality.
- 1.4.13 Bids will only be considered if the service provider tenders on all services as required in Section 2.1. Tender should be completed in detail per item / paragraph.
- 1.4.14 Bids will not be considered if tendered for a specific service only.
- 1.4.15 The successful service provider is responsible to ensure that all posts are occupied at all times and adequate supervision as indicated hereunder is available at all times. These supervisors should physically visit his/her team members at least twice a day to ensure the smooth running of the service rendering.
- 1.4.16 Proof of time attendance should be kept by the service provider and be submitted to the relevant Municipal Supervisor on a daily basis.
- 1.4.17 Personnel will have to be transported to and from their residences at the cost of the service provider at varied intervals (i.e., mornings from 05h00 and to 24h00 at night).
- 1.4.18 Personnel will have to undergo limited in-service training as required before the commencement of the contract for the cost of the service provider.
- 1.4.19 The Municipality of Mossel Bay is an equal opportunity employer, and this should be reflected in the composition of personnel supplied to the Municipality. Personnel supplied should be residents of the Mossel Bay geographical area and should be able to communicate in at least two of the three official languages of the Western Cape.
- 1.4.20 All prices should be valid for the period of the contract and include VAT.
- 1.4.21 The successful service provider must adhere to the Basic Conditions of Employment Act, 75 of 1997.
- 1.4.22 Key Performance indicators
The following key performance indicators will be applicable to the successful bidder/s and will be measured after each order, to assess the performance:
- 1.4.22.1 Supplied in Terms of Specifications
Standard: Service delivered complies with specifications as set out in tender document.
Target: 100% achievement.
Proof of evidence: Invoice/Services delivered.
- 1.4.22.2. Service quality rating.
Standard: The service supplied must be of a high service standard and according to the requirements as set out in the tender document.
Target: 100%.

Proof of evidence: Service standard.

1.4.22.3 Delivery time frame.

Standard: Services must be delivered within two (2) calendar weeks, after receipt of an official order.

Target: 100% achievement.

Proof of evidence: Timesheets.

1.4.22.4 Traffic & Access control

Standard: The services to be rendered within two (2) calendar weeks.

Target: 100%

Proof of evidence: Timesheets

1.4.22.5 Submission and payment of Invoices

Standard: Invoices for services rendered up to 31 December to be submitted within 5 working days and will be paid within 30 working days. Invoices for January to be submitted before or on 31 January and will be paid within 30 working days. Out of season – Service providers will be reimbursed within 30 working days of delivery of the approved invoice.

Target: 100% achievement.

Proof of evidence: Invoice

SECTION 1.5: FUNCTIONALITY

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **36 out of 45 points** for this criterion will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

Nr	Criteria	Maximum Points	Bidder Score
1	Company (or JV) Experience	15	
2	References related to relevant experience	15	
3	Locality	15	
TOTAL		45	

Functionality criteria are further divided as follows and points will be awarded as indicated below:

Criterion 1: Company (or JV) Experience

- (a) A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of the said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

Experience required:	Maximum points	Bidder Score
Successfully completed management and rendering of personnel provision services		
A minimum of 1 up to 2 year's total relevant experience in management and rendering of personnel provision services	5	
More than 2 years, but up to 5 years' relevant experience in management and rendering of personnel provision services	10	
More than 5 years' relevant experience in management and rendering of personnel provision services	15	

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to management and rendering of personnel provision services, by means of appointment letters or any other documentary proof.
- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Tenderers to provide enough experience to score the total points as prescribed e.g., in order to claim 15 points, relevant services should be listed for relevant services that was done in the last five (5) years or longer.**

NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

REFERENCE LETTERS OR QUESTIONNAIRES WILL NOT BE ACCEPTED FOR THIS CRITERIA.

Employer/Client	Nature of work/Scope of work (A full breakdown of the scope to be submitted)	Value of Work (Including of VAT)	Start and completion date (month and year) Duration
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:
			Start: Completion: Duration:

			Start:
			Completion:
			Duration:
			Start:
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			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:

Criterion 2: References related to Experience

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to management and rendering of a personnel provision service.

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- **Detail of the work that have been successfully completed (management and rendering of personnel provision services).**
- **Was the work completed within the contractual time frame?**
- **Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?**
- **Accessibility of the service provider.**
- **General performance on the project.**

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see attachment A), which have to be completed and signed by the references.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity *per project experience*. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters to which the above-mentioned Experience have been provided.
- These references letters must be current/most recent, relevant, and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 5 points will be awarded for each reference letter which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of SCM bid evaluation staff.
- NB: If no reference letters or questionnaires are attached **NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.**

ATTACHMENT A

Question to Reference	Reference's Response
1. Have this Contractor successfully performed a similar Scope of Works (Management and rendering of personnel provision services) for you in the past.	<p>.....</p> <p>.....</p> <p>.....</p>
2. Was the work completed within the contractual time frame? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and specifications?	<p>Yes.....</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>
3. Was the work completed within the contract amount?	<p>Yes.....</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>
4. Has the service provider been easy to communicate with? Easy to reach via phone or e-mail? Willing to attend meetings when requested?	<p>Yes.....</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>
5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all above?	<p>Yes.....</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p>

.....
REFERENCE NAME

.....
SIGNATURE

.....
CONTACT PERSON & TELEPHONE NUMBER

.....
DATE

STAMP OF REFERENCE (if available)

Criterion 3: Locality

(a) A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided.

Description	Maximum points	Bidder Score
Mossel Bay Municipal Area	15	
Garden Route District Municipal Area	10	
Western Cape	5	
Other Provinces	3	
Total		

(b) Address of Business

Business Address	
Telephone Number	
E-mail	

(c) Bidders must submit one (1) of the following in order to receive points for the abovementioned criterion.

- Latest Municipal Account of the bidder;
- Affidavit for proof of residence;
- Lease agreement and lease statement.

SECTION 2.1: SPECIFICATIONS

2.1.1 GENERAL (IN SEASON – DECEMBER/JANUARY)

- (a) The number of personnel required during this period might not necessarily be a fixed number and may vary according to the needs of the Municipality and thus the bid should clearly indicate the following aspects:
 - (i) The number of workers on the database who might be available for service rendering.
 - (ii) From where the payroll will be operated, where and how wage pay-outs will be made and the frequency thereof.
- (b) The logistics arrangements with regard to the following:
 - (i) The number of vehicles available for visiting and transportation of working teams to Traffic Control Points (Louis Fourie Road, George Road, Melkhout Street, R102 Great Brak River and Kaap de Goede Hoop), Security Officers. The beaches in the Mossel Bay Municipal Area.
 - (ii) Number of Supervisors available to visit the points in (i) above from 05h00 – 24h00 (Where and when required).
 - Dayshift: 2 Supervisors (05h00 – 21h00)
 - Nightshift: 1 Supervisor (21h00 – 05h00)
- (c) Vehicles available to transport workers to and from work:
 - (i) Transport security officers (site) to Blue Flag beaches (Glentana to Santos) and back to their dwellings
 - (ii) Transport security officers (site) to De Bakke/Santos, Diaz, Souwesia and Great Brak River parking areas and transport security officers back to their dwellings
 - (iii) Transport beach patrol officials (safety on beaches) to various beaches (Vlees Bay to Glentana beach) and back to their dwellings.
- (d) The bidder should provide at least 2 vehicles on a full-time basis for the smooth running of the logistical related to the contract.
- (e) Service providers should provide for the following personnel who have to perform duties at the points as indicated hereunder.

2.1.2 POINTS DUTIES (TRAFFIC CONTROL)

- (a) Mossel Bay to Hartenbos.
- (b) Period services be required: for the period ending 30 June 2023 (as and when required).
- (c) Duty Hours: 08h00 – 18h00.
- (d) Officials required:
 - (i) 1 x Supervisor: Qualifications – At least two year's relevant experience
 - (ii) 14 x Point Duty Officials for 8 identified intersections to perform point duty which will be conducted as follows:
 - 12 x Officials will be on point, whilst 2 x officials will be allocated to perform relief duty during lunch break interval. **The service provider must provide necessary protection against the weather (sun/rain) when on duty.**
- (e) Duties and responsibilities:
 - (i) To ensure the safe flow of vehicles traffic by conducting point duty services.
 - (ii) To assist pedestrians in safely crossing the road at the identified intersections whilst conducting point duty.

- (iii) To prevent the unnecessary back up of vehicular traffic.
- (f) Reflective clothing and gloves to be worn at all times whilst conducting point duty (Reflective clothing to be supplied by the Service Provider as prescribed by Mossel Bay Municipality).
- (g) Additional services required:
 - (i) 6 x Point Duty Officials to perform point duty from 19h00 on 31 December to 01h00 on 1 January.
 - (j) Point Duty Officials must undergo limited in-service training as required before the commencement of the contract for the cost of the bidder.
 - (iii) Flashlights to be provided by the service provider to each official.
 - (iv) Duties, responsibilities and clothing the same as in (e) above.
- (h) Transportation requirements:
 - (i) The Service Provider must provide a vehicle to the Supervisor of Point Duty Officials to transport the point duty officials to the various duty locations for commencement of their daily duties and after completion of their daily duties.
 - (ii) The vehicle must also be applied to transport the relief point duty officials to the various points for their relief function at lunch break intervals.
- (i) Communication requirements
 - (i) A portable two-way radio will be provided by the Mossel Bay Municipality if available to the Supervisor of point duty officials or the cell phone communication system (Whatsapp) will be used to report irregular activities that impede with the traffic flow during the duty period.

Contact person: Manager Community Safety at (044) 606-5201.

2.1.3 SECURITY AT BEACHES

2.1.3.1 Blue Flag Beaches (Patrol Guards)

- (a) Period services required: 1 December – 31 January (as and when required).
- (b) Duty Hours: 09h00 – 17h00.
- (c) Officials required (as and when required):
 - (i) De Bakke Beach
-2 officials
 - (ii) Klein Brak River Beach
-2 officials
 - (iii) Santos Beach
-2 officials
 - (iv) Hartenbos Beach (as and when required)
-2 officials
 - (v) Glentana Beach (as and when required)
- 2 officials
- (d) The same personnel to be assigned to beaches throughout the period as far as possible.
- (e) Duties and responsibilities:
 - (i) To perform patrol duties by patrolling the parking and/or beach area to prevent irregular activities from being conducted on public area.
 - (ii) To ensure that no alcohol is brought or consumed on the parking and/or beach area.
 - (iii) To control excessive loud music that may cause nuisance to surrounding residents.
 - (iv) To prevent any person from erecting a tent or park a caravan for overnight purposes.

- (v) To make an Occurrence Book entry for any irregular behaviour or problems experienced by misbehaviour from visitors and to report the irregular behaviour to the Supervisor on duty in order to receive the necessary attention.
- (vi) To submit a sworn statement to the South African Police Department in cases where criminal offences require further investigation.
- (vii) To ensure that a Municipal official visiting the parking or beach area for inspection or attending to a compliant reported by the security official on duty, make an entry in the Occurrence Book after completion of the inspection or attending to the compliant.
- (viii) To ensure that no hawkers, vagrants, or self-appointed car guards are allowed on any parking or beach area.
- (ix) Oversee compliance of all regulations on official Regulation Boards.
- (x) Reflective clothing with at least inscription "security" plus flashlights for each official must be issued by the service provider and worn at all times. (A white shirt, black trousers, and reflective jacket with at least inscription "security" must be issued by the service provider).
- (xi) Make occurrence book entries for any irregular behaviour or problems experienced because of misbehaviour by bathers and report irregular behaviour to the Supervisor on duty in order to receive the necessary attention.
- (xii) Oversee compliance of all regulations on Official Regulation Boards.
- (f) Reflective clothing with at least inscription "security" plus flashlight must be issued by the service provider and worn always whilst on duty.
- (g) Security Guards must be issued with security uniforms (supplied by the service provider) and worn always whilst on duty.
- (h) Transport to be supplied by the service provider for the security officials to and from the beaches.

2.1.4 SECURITY AT OTHER BEACHES (Gate Guards and Patrol Guards)

2.1.4.1 Security officials required for Southern Cross Day Camp-site and Great Brak River parking area:

- (a) Period services required: Approximately from 1 December – 31 January (as and when required).
- (b) Duty Hours: Shifts: 09h00 – 22h00 (as and when required).
- (c) Officials required (Gate Guard and Patrol Guard):
 - (i) 4 x security officials at Southern Cross Day Camp site (09h00 – 22h00: Time schedule subject to be amended for additional hours of service)
 - 2 x security officials at Great Brak River parking area (09h00 – 19h00: Time schedule subject to be amended for additional hours of service).
- (d) The security officials required must comply with the indicated working hours per day and an extra two hours is required for the needed services.
- (e) Duties and responsibilities:
 - (i) To perform gate guard duties in conducting access control by stopping vehicles before entering the premises and completion of an access control form.
 - (ii) That at all times a gate guard is present at the entry point to the day camp site.
 - (iii) To perform camp guard duties by patrolling the day camp site to prevent irregular activities from being conducted on premises.
 - (iv) To ensure that no alcohol is brought onto the Municipal premises (Day Camp Site).
 - (v) To control excessive loud music that may cause nuisance to surrounding residents.

- (vi) To prevent any person from erecting a tent for overnight purposes.
- (vii) To make an Occurrence Book entry for any irregular behaviour or problems experienced by misbehaviour from campsite visitors and to report the irregular behaviour to the Supervisor on duty in order to receive the necessary attention.
- (viii) To submit a sworn statement to the South African Police Department in cases where criminal offences require further investigation.
- (ix) To ensure that a Municipal official visiting the camp site for inspection or attending to a compliant reported by the security official on duty, make an entry in the Occurrence Book after completion of the inspection or attending to the compliant.
- (x) To ensure that all day campers leave the camp site before closing the gate at 22h00.
- (xi) To prevent vehicles and persons from entering the premises to conduct braai activities from 20h30 and only allow vehicles to leave the camp site.
- (xii) To ensure that the gate to the camp site area is locked when leaving the premises after the completion of the shift.
- (xiii) To ensure that no hawkers are allowed on any beach or Municipal premises.
- (xiv) Oversee compliance of all regulations on official Regulation Boards.
- (xv) Reflective clothing with at least inscription "security" plus flashlights for each official must be issued by the service provider and worn at all times. (A white shirt, black trousers, and reflective jacket with at least inscription "security" must be issued by the service provider).
- (f) Reflective clothing with at least inscription "security" plus flashlights for each official must be issued by the service provider and always worn whilst on duty. (A white shirt, black trousers, and reflective jacket with at least inscription "security" must be issued by the service provider).
- (g) Transportation requirements:
 - (i) The Service Provider will be responsible for transportation of security officials for commencement of their duties and after completion of their daily duties at the locations of Southern Cross and Great Brak River parking area.
- (h) Communication requirements
 - (i) The Service Provider must supply communication devices to security officials at Southern Cross and Great Brak River parking area for communication with their supervisor at instances where the security officials would require the assistance of the SAPS or Traffic Department.
- (i) Labourers may be registered as EPWP.

2.1.4.2 Officials required for Souwesia day camp site

- (a) Period services required: 1 December – 31 January (as and when required).
- (b) Duty Hours: Shifts: 09h00 – 22h00
- (c) Officials required: (Gate guard and patrol guard).
 - (i) 3 x security officials
 - 1 x security official from 09h00 – 19h00
 - 2 x security officials from 12h00 – 22h00
- (d) The security officials required must comply with the indicated working hours per day and an extra two hours is required for the needed services.
- (e) Duties and responsibilities:
 - (i) To perform gate guard duties in conducting access control by stopping vehicles before entering the premises and completion of an access control form.

- (ii) That at all times a gate guard is present at the entry point to the day camp site.
 - (iii) To perform camp guard duties by patrolling the day camp site to prevent irregular activities from being conducted on premises.
 - (iv) To ensure that no alcohol is brought onto or consumed on the Municipal premises (Day Camp Site).
 - (v) To allow all vehicles permission to enter and require the driver of the said vehicle to declare any alcohol in the vehicle.
 - (vi) To control excessive loud music that may cause nuisance to surrounding residents.
 - (vii) To prevent any person from erecting a tent or bringing a caravan on the day camp site for overnight purposes.
 - (viii) To make an Occurrence Book entry for any irregular behaviour or problems experienced by misbehaviour from campsite visitors and to report the irregular behaviour to the Supervisor on duty in order to receive the necessary attention.
 - (ix) To ensure that a Municipal official visiting the camp site for inspection or attending to a complaint reported by the security official on duty, make an entry in the Occurrence Book after completion of the inspection or attending to the complaint.
 - (x) To ensure that no hawkers are allowed on any beach or Municipal premises.
 - (xi) Oversee compliance of all regulations on official Regulation Boards.
- (f) Reflective clothing with at least inscription “security” plus flashlights for each official must be issued by the service provider and worn at all times. (A white shirt, black trousers, and reflective jacket with at least inscription “security” must be issued by the service provider).
- (g) Transportation requirements:
- (i) The Service Provider will be responsible for transportation of security officials for commencement of their duties and after completion of their daily duties at the locations of Souwesia.
- (h) Communication requirements
- (i) The Service Provider must supply communication devices to security officials at Southern Cross and Great Brak River parking area for communication with their supervisor at instances where the security officials would require the assistance of the SAPS or Traffic Department.

2.1.4.3 Officials required for Diaz Beach

- (a) Period services required: 1 December – 31 January (as and when required).
- (b) Duty Hours: 09h00 – 19h00.
- (c) Officials required: (Gate Guard and Patrol Guard).
 - (i) Diaz Beach
 - 2 officials
- (d) Duties and responsibilities:
 - (i) To perform gate guard duties in conducting access control by stopping vehicles from entry to the parking area if the parking area is full and control access based on open parking spaces available (when required).
 - (ii) That a gate guard is always present at the entry gate to the parking area.
 - (iii) To perform patrol duties within the parking area to prevent irregular activities from being conducted on the public premises.
 - (iv) To ensure that no alcohol is used in the parking and beach area whilst on foot patrol duty.
 - (v) To control excessive loud music that may cause nuisance to surrounding residents.

- (vi) To prevent any person from erecting a tent or bringing a caravan on parking area for overnight purposes.
- (vii) To make an Occurrence Book entry for any irregular behaviour or problems experienced by misbehaviour from visitors and to report the irregular behaviour to the Supervisor on duty in order to receive the necessary attention.
- (viii) To ensure that a Municipal official visiting the parking area for inspection or attending to a compliant reported by the security official on duty, make an entry in the Occurrence Book after completion of the inspection or attending to the compliant.
- (ix) To ensure that no hawkers are allowed on any public parking or beach area.
- (x) Oversee compliance of all regulations on official Regulation Boards.
- (e) Reflective clothing with at least inscription “security” plus flashlights for each official must be issued by the service provider and always worn whilst on duty. (A white shirt, black trousers, and reflective jacket with at least inscription “security” must be issued by the service provider).
- (f) Transportation requirements:
 - (i) The Service Provider will be responsible for transportation of security officials for commencement of their duties and after completion of their daily duties at the locations of Diaz Beach.
- (g) Communication requirements
 - (i) The Service Provider must supply communication devices to security officials at Diaz Beach parking area for communication with their supervisor at instances where the security officials would require the assistance of the SAPS or Traffic Department.

2.1.4.4 Officials required for De Bakke Parking Area

- (a) Period services required: 1 December – 31 January (as and when required).
- (b) Duty Hours: Shifts: 09h00 – 24h00 (Subject to hours being extended in respect of need for service).
- (c) Officials required: (Gate guard and patrol guard).
 - (i) 6 x security officials
 - 2 x security official from 09h00 – 19h00
 - 4 x security officials from 14h00 – 24h00
- (d) The security officials required must comply with the indicated working hours per day and an extra two hours is required for the needed services.
- (e) Duties and responsibilities:
 - (i) To perform gate guard duties in conducting access control by stopping vehicles before entering the premises and completion of an access control form.
 - (ii) Always have a gate guard present at the entry point to the public parking area.
 - (iii) To perform patrol duties by patrolling the public parking area to prevent irregular activities from being conducted on premises.
 - (iv) To ensure that no alcohol is brought onto the public parking or beach area.
 - (v) To allow all vehicles permission to enter the public parking area and require the driver of the said vehicle to declare any alcohol in the vehicle.
 - (vi) To control excessive loud music that may cause nuisance to surrounding residents.
 - (vii) To prevent any person from erecting a tent or bringing a caravan on the parking of beach area for overnight purposes.
 - (viii) To make an Occurrence Book entry for any irregular behaviour or problems experienced by misbehaviour from campsite visitors and to report the irregular behaviour to the Supervisor on duty to receive the necessary attention.

- (ix) To ensure that a Municipal official visiting the camp site for inspection or attending to a compliant reported by the security official on duty, make an entry in the Occurrence Book after completion of the inspection or attending to the compliant.
- (x) To ensure that no hawkers are allowed on public parking or beach area.
- (xi) Oversee compliance of all regulations on official Regulation Boards.
- (f) Reflective clothing with at least inscription "security" plus flashlights for each official must be issued by the service provider and always worn whilst on duty. (A white shirt, black trousers, and reflective jacket with at least inscription "security" must be issued by the service provider)
- (g) Transportation requirements:
 - (i) The Service Provider will be responsible for transportation of security officials for commencement of their duties and after completion of their daily duties at the location of De Bakke Parking area.
- (h) Communication requirements
 - (i) The Service Provider must supply communication devices to security officials at De Bakke parking area for communication with their supervisor at instances where the security officials would require the assistance of the SAPS or Traffic Department.

2.1.4.5 Officials required for Santos Beach Parking Area

- (a) Period services required: 1 December – 31 January (as and when required).
- (b) Duty Hours: Shifts: 09h00 – 19h00 (Subject to hours being extended in respect of need for service).
- (c) Officials required: (Gate guard).
 - (i) 2 x security officials 09h00 – 19h00
- (d) The security officials required must comply with the indicated working hours per day and an extra two hours is required for the needed services.
- (e) Duties and responsibilities:
 - (i) To perform gate guard duties in conducting access control by stopping vehicles before entering the premises and completion of an access control form.
 - (ii) Always have a gate guards present at the entry point to the public parking area.
 - (iv) To ensure that no alcohol is brought onto the public parking or beach area.
 - (v) To allow all vehicles permission to enter the public parking area and require the driver of the said vehicle to declare any alcohol in the vehicle.
 - (vi) To control excessive loud music that may cause nuisance to surrounding residents.
 - (vii) To prevent any person from erecting a tent or bringing a caravan on the parking of beach area for overnight purposes.
 - (viii) To make an Occurrence Book entry for any irregular behaviour or problems experienced by misbehaviour from campsite visitors and to report the irregular behaviour to the Supervisor on duty to receive the necessary attention.
 - (ix) To ensure that a Municipal official visiting the parking area for inspection or attending to a compliant reported by the security official on duty, make an entry in the Occurrence Book after completion of the inspection or attending to the compliant.
 - (x) To ensure that no hawkers are allowed on public parking or beach area.
 - (xii) Oversee compliance of all regulations on official Regulation Boards.
- (f) Reflective clothing with at least inscription "security" plus flashlights for each official must be issued by the service provider and always worn whilst on duty. (A white shirt, black trousers, and reflective jacket with at least inscription "security" must be issued by the service provider).
- (g) Transportation requirements:
 - (i) The Service Provider will be responsible for transportation of security officials for commencement of their duties and after completion of their daily duties at the location of De Bakke Parking area.

- (h) Communication requirements
- (i) The Service Provider must supply communication devices to security officials at De Bakke parking area for communication with their supervisor at instances where the security officials would require the assistance of the SAPS or Traffic Department.

2.1.5 SAFETY PATROLS AT BEACHES

2.1.5.1 Safety Patrols at various beaches (Beach Patrols)

- (a) Period services required: 1 December – 31 January (as and when required).
- (b) Duty Hours: Shifts: 10h00 – 18h00 (Subject to hours being extended in respect of need for service).
- (c) Safety Officials required:
 - (i) Santos Beach : 2 x Safety officials
 - (ii) De Bakke Beach : 2 x Safety officials
 - (iii) Bluewaters beach area (adjacent to Diaz beach) : 2 x Safety officials
 - (iv) Diaz Beach : 2 x Safety officials
 - (v) Hartenbos Beach : 2 x Safety officials
 - (vi) Little Brak River Beach : 2 x Safety officials
 - (vii) Southern Cross Beach (Great Brak River) : 2 x Safety officials
 - (viii) Boggomsbay Beach : 2 x Safety officials
 - (ix) Dana Bay Beach - 1st Beach : 2 x Safety officials
- 2nd Beach : 2 x Safety officials
 - (x) Glentana Beach : 2 x Safety officials
 - (xi) Vleesbay Beach : 2 x Safety officials
 - (xii) St Blaize Trail : 2 x Safety officials
- (d) Duties and responsibilities:
 - (i) To perform foot patrol functions to ensure public safety within the beach area.
 - (ii) To ensure that no alcohol consumption takes place within the beach area and report such behaviour.
 - (vii) To prevent any person from erecting a tent on the beach area for overnight purposes.
 - (viii) To report any irregular behaviour or problems experienced by misbehaviour from visitors to the beach area and to report the irregular behaviour to the Supervisor on duty to receive the necessary attention.
 - (ix) To identify and report any suspicious behaviour of any criminal nature.
 - (x) To ensure that no hawking activities takes place on beach area.
 - (xiii) Oversee compliance of all regulations on official Regulation Boards.
- (e) Reflective clothing with at least inscription "Beach patrol" for each official must be issued by the service provider and always worn whilst on duty. (A reflective jacket with at least inscription "beach patrol" must be issued by the service provider).
- (f) Transportation requirements:
 - (i) The Service Provider will be responsible for transportation of safety officials for commencement of their duties and after completion of their daily duties at the different beach locations as stated at item (c) above.
- (g) Communication requirements
 - (i) The Service Provider must supply the relevant communication system to safety officials at the various beach locations to communicate to their supervisor at instances where the safety officials would require the assistance of the SAPS or Law Enforcement Department.

(h) Labourers may be registered as EPWP.

2.1.6 REFUSE REMOVAL

2.1.6.1 Truck Drivers (2)

- (a) Daily working hours: 06h00 – 15h00 (may be extended if needed to).
- (b) Requirements
 - (i) Valid Code C driver's licence plus valid PRDP and one-year experience in heavy duty vehicle driving.
 - (ii) PPE (overall, safety boots and reflective jacket) must be provided by the Service Provider and drivers must be available from approximately 5 December to 14 January but will be used as needed.
 - (iii) Mossel Bay Municipality will provide gloved and face masks.
 - (iv) Drivers must be available on an ad hoc basis.

2.1.6.2 General workers Mossel Bay (20) and Great Brak River (10)

- (a) Requirements: Assist the regular refuse removal teams to remove refuse, as and when required.
- (b) PPE (overall, safety boots and reflective jacket) must be provided by the Service Provider.
- (c) Mossel Bay Municipality will provide gloves and face masks.
- (d) All officials must report at the Municipal Stores (Schoeman Street) when needed.
- (e) Contact persons:
Manager Waste Management and Pollution Control: Mr Warren Manuel (044 606-5151).
- (f) Proof of time and attendance for all services provided by the Service Provider should be kept by the Service Provider and be submitted to the relevant Municipal Supervisor on a daily basis.
- (g) The Service Provider is responsible to ensure that all posts are occupied at all times and adequate supervision as indicated hereunder is available at all times. These supervisors should physically visit his/her team members at least twice a day to ensure the smooth running of the service rendering.
- (h) Workers will be needed, as and when required.

2.1.6.3 Data Capturer for Waste Management Department

- (a) Data Capturer will only be appointed as and when required.
- (b) Assist with the data capturing and administration.
- (c) Daily working hours: Monday – Friday: 07h00 – 15h30.

SECTION 2.2: PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

- 2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.
- 2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- 2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
- | | |
|-----------|--|
| Unit: | The unit of measurement for each item of work. |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Amount: | The product of the quantity and the agreed rate for an item. |
- 2.2.4 **A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer and the bidder will not be evaluated.**
- 2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices as described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- 2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
- 2.2.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- 2.2.8 The tender will be evaluated on the total amount of the contract, in other words the rate per hour, multiplied by the estimate quantities for the envisage period.
- 2.2.9 Bidders are required to comply with the prescribed pricing schedule below. No pricing schedules other than the pricing schedule as stated will be accepted and **failure to adhere to this section will be seen as submitting a non-responsive bid.**

NB: THE QUANTITIES ARE ACTUAL AND WILL BE USED DURING THE EVALUATION PROCESS. PLEASE DO NOT MULTIPLY THE QUANTITIES WITH YOUR PRICES. ONLY SUBMIT A RATE PER HOUR.

Year 1: 1 July 2023 to 30 June 2023

WORKERS	ESTIMATED NORMAL TIME HOURS for the period	RATE PER HOUR NORMAL HOURS	ESTIMATED OVERTIME HOURS for the period	RATE PER HOUR FOR OVERTIME	ESTIMATED SUNDAY/PUBLIC HOLIDAY TIME HOURS for the period	RATE PER HOUR SUNDAY/PUBLIC HOLIDAYS
Cleaners	480 hours		50 hours		100 hours	
General workers	480 hours		50 hours		100 hours	
Traffic Controller Supervisor	2 000 hours		50 hours		120 hours	
Supervisor	840 hours		50 hours		120 hours	
Traffic Controller	2 000 hours		50 hours		120 hours	
Drivers – Code C	200 hours		10 hours		5 hours	
Officials on beaches	672 hours		50 hours		100 hours	
Security Officers	840 hours		50 hours		120 hours	
Gate Guards	840 hours		50 hours		120 hours	

Year 2: 01 July 2023 – 30 June 2024

WORKERS	ESTIMATED NORMAL TIME HOURS for the period	RATE PER HOUR NORMAL HOURS	ESTIMATED OVERTIME HOURS for the period	RATE PER HOUR FOR OVERTIME	ESTIMATED SUNDAY/PUBLIC HOLIDAY TIME HOURS for the period	RATE PER HOUR SUNDAY/PUBLIC HOLIDAYS
Cleaners	480 hours		50 hours		100 hours	
General workers	480 hours		50 hours		100 hours	
Traffic Controller Supervisor	2 000 hours		50 hours		120 hours	
Supervisor	840 hours		50 hours		120 hours	
Traffic Controller	2 000 hours		50 hours		120 hours	
Drivers – Code C	200 hours		10 hours		5 hours	
Officials on beaches	672 hours		50 hours		100 hours	
Security Officers	840 hours		50 hours		120 hours	
Gate Guards	840 hours		50 hours		120 hours	

Year 3: 01 July 2024 – 30 June 2025

WORKERS	ESTIMATED NORMAL TIME HOURS for the period	RATE PER HOUR NORMAL HOURS	ESTIMATED OVERTIME HOURS for the period	RATE PER HOUR FOR OVERTIME	ESTIMATED SUNDAY/PUBLIC HOLIDAY TIME HOURS for the period	RATE PER HOUR SUNDAY/PUBLIC HOLIDAYS
Cleaners	480 hours		50 hours		100 hours	
General workers	480 hours		50 hours		100 hours	
Traffic Controller Supervisor	2 000 hours		50 hours		120 hours	
Supervisor	840 hours		50 hours		120 hours	
Traffic Controller	2 000 hours		50 hours		120 hours	
Drivers – Code C	200 hours		10 hours		5 hours	
Officials on beaches	672 hours		50 hours		100 hours	
Security Officers	840 hours		50 hours		120 hours	
Gate Guards	840 hours		50 hours		120 hours	

SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER:	366/2022/2023	CLOSING DATE:	20 JANUARY 2023	CLOSING TIME:	12:00
DESCRIPTION	RENDERING OF A PERSONNEL PROVISION SERVICE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

The Tender Box Mossel Bay Municipality P O Box 25 MOSSEL BAY 6500					
Or					
deposited in the tender box situated at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes

	<input type="checkbox"/> No		<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr Henry Williamson
CONTACT PERSON	Ms Juanita Schutte	TELEPHONE NUMBER	(044) 606-5201
TELEPHONE NUMBER	(044) 606-5198	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	hwilliamson@mosselbay.gov.za
E-MAIL ADDRESS	jschutte@mosselbay.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 4.1 MBD4: DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company registration number:.....

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If so, furnish particulars.

.....

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

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

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

3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish the following particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

3.13.1 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.2 If so, furnish particulars.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.1: MBD 5: Declaration for procurement above R10 million

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

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

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

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

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality 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 a municipality or other service provider in respect of which payment is overdue for more than 30 days.

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

2.2 If yes, provide particulars:

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

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

3.1 If yes, furnish particulars.

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

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

4.1 If yes, furnish particulars.

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

SECTION 4.3 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

SECTION 4.4: MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.5: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity
 as of the business trading as to sign all
 documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

SECTION 4.6: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register 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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE

INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.7 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

MBD 7.1

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

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

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as **Director: Community Safety**
accept your bid under reference number **366/2022/2023** dated..... for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

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

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TDR366/2022/2023: RENDERING OF A PERSONNEL PROVISION SERVICE

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

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

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

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

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

(Physical Address) _____

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

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

MOSSEL BAY MUNICIPALITY

COMPULSARY DOCUMENTATION/CHECKLIST TO TENDER DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: (Failure to submit this documentation will result in the tender being non-responsive). **(To be completed and signed by the Bidder):**

Nr	Description	YES	NO
1.	Valid tax clearance certificate and PIN		
2.	Valid original OR valid copy of B-BBEE certificate or sworn affidavit as per legislation		
3.	Valid letter OR valid copy of Letter of Good Standing from the Compensation Commissioner		
4.	Copy of the latest (month prior to tender closure) <u>Municipal Accounts</u> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
	OR		
	Copy of the <u>Lease Agreements</u> or <u>Rental Statement</u> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
5.	Copy of CIDB registration (if applicable)	N/A	N/A
6.	MBD 1 – Is the form duly completed and signed?		
7.	MBD 4 – Is the form duly completed?		
8.	MBD 5 – Declaration for procurement above R10 million.		
9.	MBD 6.1 – Is the form duly completed and signed?		
10.	MBD 6.2 – Is the forms duly completed and signed?		
11.	Authorised Signatory – Is the form completed OR resolution attached?		
12.	All required sections <u>completed and signed</u> by the Authorised Signatory?		
13.	MBD 8 – Is the form duly completed and signed?		
14.	MBD 9 – Is the form duly completed and signed?		

15.	Declaration - Is the form duly completed and signed?		
16.	Contract form - Is the form duly completed and signed?		
ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER			
17.	Documentation relating to functionality, as per section 1.5		

I, confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

.....
Signature

.....
Date