



Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470
Tel : (013) 262 7300, Fax: (013) 262 3688
E-Mail : sekinfo@sekhukhune.co.za

SEKHUKHUNE DISTRICT MUNICIPALITY

APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS

TENDER NO. SK-8/3/1-51/2022/2023

DUE AT: 11H00

CLOSING ON: 23/12/2022

TENDERER:

TENDER PRICE (INCL. VAT): _____

EMPLOYER:

Municipal Manager
Sekhukhune District Municipality
Private Bag X8611
Groblersdal
0470

Contact: Supply Chain unit
Tel no: +27 (13) 262 7646/7301
Fax no: +27 (13) 262 3570

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SK8/3/1-51/2022/2023	CLOSING DATE:	23/12/2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SECURITY SERVICES FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS				
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 (STREET ADDRESS) **SEKHUKHUNE DISTRICT
MUNICIPALITY-AB SIKHOSANA FIRE STATION (GROBLERSDAL FIRE
STATION)**

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 <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <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	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	RISK UNIT
CONTACT PERSON	VOSTER MASEMOLA	CONTACT PERSON	MOHLAMONYANE MICHAEL
TELEPHONE NUMBER	013 262 7656	TELEPHONE NUMBER	013 262 7343
E-MAIL ADDRESS	masemolav@sekhukhune.gov.za	E-MAIL ADDRESS	mohlamonyanem@sekhukhune.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.
- 1.4. **THIS BID IS VALID FOR 90 DAYS**

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)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

LIST OF RETURNABLE DOCUMENTS.

The tenderer must complete the returnable documents as listed

GENERIC	TICK IF COMPLETED
AUTHORITY FOR SIGNATORY (<i>COMPULSORY</i>)	
CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (<i>COMPULSORY WHERE APPLICABLE</i>)	
CERTIFIED COPY OF IDENTITY DOCUMENTS FOR DIRECTORS (REQUIRED FOR EVALUATION)	
COMPULSORY ENTERPRISE QUESTIONNAIRE-SCHEDULE 1A (<i>COMPULSORY</i>)	
COPY OF COMPANY REGISTRATION DOCUMENTS OR CK1 FOR CLOSE CORPORATIONS	
FORM OF OFFER TO BE PROPERLY SIGNED (<i>COMPULSORY</i>)	
DECLARATION OF INTEREST (MBD4) (<i>COMPULSORY</i>)	
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8) (<i>COMPULSORY</i>)	
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9) <i>COMPULSORY</i>	
CERTIFIED B-BEE STATUS LEVEL CERTIFICATE SANAS, SAIBA APPROVED OR SWORN AFFIDAVIT ISSUED BY SAPS FOR BBEE EXEMPTED MICRO ENTERPRISES AS PER BIDDER'S CORRECT TURNOVER CATEGORY (<i>REQUIRED FOR EVALUATION</i>)	
BIDS LESS THAN R10 MILLION (<i>COMPULSORY IF APPLICABLE</i>) MUNICIPAL RATES (<i>COMPULSORY</i>) – MUNICIPAL STATEMENT FOR BOTH DIRECTORS AND COMPANY NOT IN ARREARS FOR MORE THAN 90 DAYS IN ACCORDANCE WITH REGULATION 38. IN CASE WHERE THE COMPANY OR DIRECTOR IS FROM RURAL AREAS WHERE THE RATES ARE NOT PAID, PLEASE ATTACH PROOF FROM LOCAL AUTHORITY INDICATING THAT HE/SHE DOES NOT PAY MUNICIPAL RATES, THIS MUST ALSO BE SUPPORTED BY AN AFFIDAVIT FROM SAPS.	
VALID TAX CLEARANCE CERTIFICATE ISSUED BY THE SOUTH AFRICAN REVENUE SERVICE. (<i>COMPULSORY</i>) OR PIN ISSUED BY SARS	
MBD 5 (REQUIRED FOR EVALUATION) DOCUMENTATION IF TENDER EXCEEDS R10 MILLION (<i>COMPULSORY IF APPLICABLE</i>) -IF THE BIDDER IS REQUIRED BY LAW TO PREPARE AFS FOR AUDITING, THE AFS FOR THE PAST THREE YEARS OR SINCE THE ESTABLISHMENT IF ESTABLISHMENT DURING THE PAST THREE YEARS -A CERTIFICATE SIGNED BY THE BIDDER CERTIFYING 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	
TAX COMPLIANT CSD REGISTRATION/CSD SUMMARY REPORT (<i>COMPULSORY</i>)	
LETTER OF GOOD STANDING (COIDA) (<i>COMPULSORY</i>)	
INITIAL ALL PAGES	COMPULSORY
GENERAL LIABILITY INSURANCE COVER FOR R5 000 000.00 OR MORE	COMPULSORY
SAPS POLICE CLEARANCE FOR DIRECTORS	COMPULSORY
OWNERSHIP OF FIREARMS AND LICENSES (PROOF REQUIRED FOR	

EVALUATION)	
CERTIFIED COPY OF PSIRA LETTER OF GOOD STANDING	COMPULSORY
CERTIFIED COMPANY PSIRA CERTIFICATE AND THE ACT	COMPULSORY
CERTIFICATE UIF COMPLIANCE CERTIFICATE	COMPULSORY

Note:

The meaning of the cursive type for each Form is as follows:

- **Compulsory:** Documentation or Information that may be submitted with the tender (Failing to submit any one of these will result in the tender being deemed non-responsive and then be rejected).
- *Required for evaluation:* Additional documentation is required to be submitted with the tender and will be used as part of the tender evaluation (Non-submission does not qualify for outright dismissal as a non-responsive tender, although it might contribute to an overall recommendation for being deemed non-responsive if the tender constitutes a risk to the municipality).



SEKHUKHUNE
District Municipality

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MBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

E: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Required by:

At:

- Brand and model

Country of origin

Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

Period required for delivery

- Delivery: *Firm/Not firm
all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

*Delete if not applicable

[illegible]

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SECURITY TENDER – 2023 – 2026FY



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Security Tender - Terms of Reference

VERSION	ADVERTISED - 2022
TERM	THREE YEARS (2023 – 2026)
DATE OF ISSUE	NOVEMBER 2022

INTRODUCTION

Sekhukhune District Municipality hereto referred as (“SDM”) is a municipality located in the Sekhukhune District of the Limpopo Province with its Head Office based in Groblersdal town.

SDM ascribes to the code of good corporate governance and endeavour to identify risks and reduce, minimize, eliminate and transfer them in the interest of safeguarding its property (i.e. moveable and immovable assets) and employees.

We are further committed to advancing provision of service to our communities and promoting a proactive and innovative management of risk SDM-wide. Our commitment is evidence one way by the establishment of a Risk Management unit staffed by professionals and supporting staff. Our policy of managing risk is to continuously provide support to our functional areas by devising appropriate risk management mechanisms to help maximize SDM's service delivery objectives. This is achieved by minimization of risk through risk assessment methodology of identifying, controlling, preventing, and arranging risk transfer mechanism. SDM's operations are straddled over four local municipalities of Fetakgomo -Tubatse, Makhuduthamaga, Ephraim Mogale and Elias Motsoaledi which falls within its jurisdiction.

Definitions, Terminology and Acronyms

In these terms and conditions, the words “we/us/our” shall refer to the municipality, whilst “you/service provider” shall refer to service provider.

“Assets” assets are anything belonging to Sekhukhune District Municipality that can be destroyed, damaged or stolen.

“Facilities” can mean data facility as a room, closet, or other designated area used to support SDM information infrastructure e.g., server rooms, network operation centres, or distribution closet.

“SDM” Sekhukhune District Municipality

“Operations” these are day- to- day running of facilities covering everything from shifts and deliveries to

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maintenance and utilities.

“Physical Security Measures” these are the steps taken to manage physical access to an information source, it is the first line of defence against theft, sabotage, and natural disasters e.g. restriction on entry to premises or equipment areas, locking, disabling or disconnecting equipment, or the use of fire and tamper-resistant storage.

“Physical Access Control” physical access controls prevent unauthorized physical access to an information resource (e.g. security guards, fences, locks, safes, sensors or alarms).

“Equipment” means any equipment used or the purpose of or in connection with the rendering of a security service, including security equipment and a working animal used in the rendering of a security service, but does not include a firearm, a weapon or ammunition.

“Security Services” means the South Africa Police Force, the South African National Defence Force, the Directorate of Special Operations, the National Intelligence Agency, the South African Secret Service, the Department of Correctional Services, and any other official law enforcement agency or service established by law, irrespective of whether such an agency or service resides at national ,provincial or local level.

“Weapon” means any instrument, tool, equipment, apparatus, machine, etc that has been developed or devised with the sole intention of being used for inflicting pain and injury or causing death to any other individual or be used intentionally for personal gains or motives on immovable and movable assets owned by SDM.

B-BBEE	Broad –Base Black Economic Empowerment
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
PTCE	Pretender Compliance Evaluation
PPPFA	Preferential Procurement Policy Framework Act
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
SD	Supplier Development
SME	Small Medium Enterprise
VAT	Value-Added Tax
SS	Security Services
ZAR	South African Rand
SDM	Sekhukhune District Municipality

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TENDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF THREE (3) YEARS.

Section 1: NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this Tender [hereinafter referred to as a Bid or a Proposal] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an entity, Respondent or Bidder] for the provision of Security Services for four (4) clusters for a period of three (3) years to Sekhukhune District Municipality.

2. FORMAL BRIEFING

This tender has no compulsory briefing session which will only be conducted via emails or telephonically.

3. PROPOSAL SUBMISSIONS

3.1. MANDATORY PROPOSAL SUBMISSIONS FOR CLUSTER 1- FETAKGOMOT-TUBATSE LOCAL MUNICIPALITY

3.1.1 Proposals/Submission of tender should be in duplicate [1 original and 1 copy]

3.1.2 The following additional and mandatory listed documents are required:

- General liability insurance cover for R 5 000 000.00 or more
- Ownership of firearms and licenses (proof required)
- SAPS police clearance for the directors
- Ownership or renting of vehicles and proof thereof
- Minimum three (3) years recent (three months old) Audited Financial Statement
- Certified copy of PSIRA Letter of good standing
- Certified Company PSIRA certificate and the Act
- Certified UIF compliance certificate
- COIDA letter of Good Standing
- Tax Clearance Certificate for tendering
- Company Registration documents
- Certified copies of the Directors' Identification Document (ID)
- Certified copy of B-BBEE certificate issues by SANAS, SAIBA or any other accredited service provider, or an Affidavit issued by South African Police Services (SAPS)
- Joint Venture (JV) agreement if any/applicable

3.2. MANDATORY PROPOSAL SUBMISSIONS FOR CLUSTERS 1, 2, 3 & 4 (ELIAS MOTSOALEDI & EPHRAIM MOGALE, GROBLERSDAL, MAKHUDUTHAMAGA and FETAKGOMO-TUBATSE)

3.2.1 Proposals/Submission of tender should be one copy.

3.2.2 Bidders must provide separate quotation for each cluster and delineate that accordingly by marking it so.

NB.

- All envelopes must reflect the return address of the Respondent on the reverse side.

4 DELIVERY INSTRUCTIONS FOR TENDER

4.1 Delivery by hand ,The tender document is to be deposited in the Tender box located at AB Sikhosana Fire Station in Groblersdal ,

4.2 CLOSING AND OPENING OF THE TENDER

4.3 Please note that this Tender closes punctually at 11H: 00 on 23 December 2022.

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4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

4.5 No email or facsimile responses will be considered, unless otherwise stated herein.

4.6 The responses to this Tender will be opened in public immediately after the closing date and time.

4.7 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

5. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As a local government, SDM fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment programme, and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

SDM would therefore prefer to do business with enterprises who share the same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Therefore, all procurement transactions will be evaluated accordingly.

SDM reserves the right to amend this Tender in line with such initiatives. It furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such government initiative.

5.1 B-BBEE Scorecard and Rating

When SDM invites prospective service providers to submit Proposals for its various expenditure programmes, it requires Respondents [Large Enterprises and QSE's - see below] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.
- c) The South African Police Services (SAPS) in the form of a certified Affidavit
- d) Any other accredited authority such as Southern Africa Institute for Business Accountants (SAIBA)

A Verification Certificate or Affidavit issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

NB.

- Failure to submit a B-BBEE certificate or an Affidavit, which is valid as at the Closing Date of this tender, will result in a score of zero being allocated for B-BBEE.

6 COMMUNICATIONS

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of SDM in respect of this Tender between the closing date and the date of the award of the business.

6.1 For specific queries relating to this Tender, a ***Tender Clarification Request Form*** should be requested, completed and returned or submitted to the Chief Risk Officer, Michael Mohlamonyane at Mohlamonyanem@Sekhukhune.gov.za before 11:00 on the tender closing date as per attached form. In the interest of fairness and transparency SDM's response to such a query will then be made available to the other Respondents who have collected Tender documents. For this purpose, SDM will communicate with Respondents using the contact details provided to it on issue of the bid documentation to the Respondent. Respondents are therefore requested to kindly ensure that they provide SDM with the correct contact details, as SDM will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

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Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with SDM in the future.

6.2 Respondents are advised that this Tender will be awarded to four (04) preferred Security Service providers as per the four (04) clusters.

6.3 Respondents are allowed to bid for all the clusters if they wish to.

7. INSTRUCTIONS FOR COMPLETING THE TENDER DOCUMENT

7.1 Sign one set of original documents [initial and date each page, sign, and stamp at the appropriate field as provided in the package/documents]. This set will serve as the legal and binding copy.

8 COMPLIANCES

The successful Respondent [hereinafter referred to as the Service Provider] shall be in full and complete compliance with all applicable laws and regulations.

9 ADDITIONAL NOTES

9.1 Changes by the Respondent to its submission will not be considered after the closing date.

9.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.

9.3 Bidders who fail to submit a duly completed and signed Tenders Declaration Form will not be considered.

9.4 SDM will not do business with companies involved in B-BBEE fronting practices.

9.5 The evaluation committee will be paying a visit to all short-listed Respondents at their place of business/business premises during this Bidding process to conduct a ***Due diligent assessment/evaluation*** of the bids as the score to be accrued therefrom will be forming part of the Functionality evaluation scores during the Bid Evaluation stage.

9.6 SDM reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at SDM's option, any evaluation criteria listed in this Tender document.

9.7 Unless otherwise expressly stated, all Proposals furnished pursuant this Tender shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

9.7 First, Second- and Third-year contract period (1st, 2nd, and 3rd Year) must all be inclusive of sectorial determined annual price increment. This implies that subsequent increases must be factored into the quoted prices/s as per PSIRA guideline as no negotiation shall be entered into with SDM in respect of any increases except in the case of additional security requirements.

NB. No respondent (individual company director) is permitted to submit two responses (i.e., two (02) different companies owned by the same person/s) except in the case of bidding for separate clusters/regions utilising the same company.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

10 DISCLAIMERS

Respondents are hereby advised that SDM is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of Proposals. In particular, please note that SDM reserves the right to:

10.1 modify the Tender's Services and request Respondents to re-bid on any such changes;

10.2 reject any Proposal which does not conform to instructions and specifications which are detailed

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herein;

10.3 disqualify Proposals submitted after the stated submission deadline [Closing Date];

10.4 not necessarily accept the lowest priced Proposal or an alternative bid;

10.5 reject all Proposals, if it so decides;

10.6 withdraw the Tender on good cause shown;

10.7 award a contract in connection with this Proposal at any time after the Tender's closing date;

10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this Tender;

10.9 make no award of a contract.

In addition, SDM reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are therefore required to indicate whether they have been found guilty of a serious breach of law during the past 5 [five] years.

Kindly note that SDM will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEWS

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by SDM's Legal Counsel, prior to consideration for an award of the business.

SECTION 2: PURPOSE, BACKGROUND AND SCOPE OF WORK

1. PURPOSE

The purpose of this document is to determine the framework of responsibilities and duties according to which the Security Service provider appointed will function.

It is further aimed to establish a professional working business relationship between the parties (i.e., SDM and the preferred service provider/s) and to demonstrate both parties' intention, to align themselves with the main objectives of legislation that regulates physical security services.

2. BACKGROUND

In 2020, Sekhukhune District Municipality entered into a three (3) years/ 36 months contract with four (4) service providers to provide 24/7 Security Services (SS) for enterprise-wide essential security solution.

This service included:

- Intrusion detection and other devices;
- Daily monitoring of real time security events;
- Identification of potential security events; and
- Escalation of severe security events.

The above listed afforded SDM's Risk Management function access to a network of Security Operation Centres (SOC's), security experts, correlation capabilities and intelligence for the protection of its infrastructure, information, and interactions. Over the said period of three years (i.e., 2019 – 2022), due to the expansion of the municipality's operations and implementation of its infrastructure projects, the number of its operational sites are now standing at 144

Through the conducted Threat Risk Analysis, Vulnerability assessments and recording of Incidents and events by SDM 's Risk Management unit as well as data gleaned from State Security Agency, the municipality has ascertained the old Greater Tubatse area under Cluster 1 of the new Fetakgomo- Tubatse local municipality as a volatile area that is susceptible to a very high number of incidents of Protests, demonstration, sit-ins and possible sabotage of SDM infrastructure thereby necessitating special security efforts that are different to the other clusters in the district in order to mitigate such high risks.

NB. The list of SDM Security posts and number of guards required are as per **Appendix – A – POSTS**

PER EACH CLUSTER.

3. SCOPE OF WORK

SDM has several critical plants (i.e., Wastewater Treatment Works & Water Treatment Works), water services infrastructure such as dams, bore holes, water pump stations, buildings, owned and non-owned rented operational offices, and other owned and non-owned moveable assets. These plants and water infrastructure and other stated assets should be safeguarded through provisioning of a monitored physical security services 24 hours/day and 7 days/week basis to detect and interpret security threats including unauthorized behaviour, malicious damages, and wanton deeds of service, and other anomalies. In addition to the above, the municipality do organise events such as Council meetings, regional celebrations, and others which normally require security.

It is therefore primarily expected of the Security Service provider to:

- Ensure that the safety and security of SDM's facilities, critical assets, employees, and visitors is assured without interfering with the day-to-day operational procedures and activities.
- Ensure that the security service provider adheres, promotes, and maintains compliance with their obligations towards SDM customers, employees, and facilities.
- Ensure that the security service provider complies with the applicable laws and standards aimed at preventing exploitation or abuse of employees used to protect or safeguard SDM property or other interests or employees or property on the premises of, or under the control of SDM or its subsidiaries.

By acting as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended, which entail requesting a person who require entry into the premises to:

- Furnish his/her name, address and any relevant information required by the authorized officer;
- Produce proof of his/her identity to the satisfaction of the authorized officer;
- Declare whether he/she has any dangerous object in his possession or custody or under his control;
- Declare what the contents of any vehicle, suitcase, attaché' case, bag, handbag, folder, envelope, parcel, or container of any nature which he has in his possession or custody or under his control, and show those contents to him;
- Subject him/herself and anything which he/she has in his/her possession or custody or under his/her control to an examination by electronic or other apparatus in order to determine the presence of any dangerous object;
- Hand to an authorized officer anything which he/she has in his possession or custody or under his/her control for examination or custody until he/she leaves the premises

Therefore, it is expected of the Security Service provider to implement in collaboration with SDM approved Risk Management Framework an Enterprise-Wide Risk solution that would encompass monitoring, analysis and alerting across a variety of technologies and platforms which should feed into SDM's Risk Management function. The Security Service provider will have to deploy collection of devices (hardware and software- technology) and configure reporting to SDM's ICT platform to enable the Risk Management unit to access data for management information purposes. Therefore, the Security Service provider might be required to install a system that would link to SDM's ICT architecture.

The service provider is expected to provide resources (Security Officers) to be deployed at the four (4) clusters and implement as per agreed upon safeguarding strategy with SDM, as well as provide detailed technical support to SDM's Risk Management unit.

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NB.

- The list of SDM Security posts and number of guards required are as per **Appendix – A**
- Respondents/Tenderers must be made aware of the security service provision requirements for **Cluster 1** – Fetakgomo-Tubatse as it is different from the other clusters due to its susceptibility to incidents of high frequency and impact.

4. AUTHORITY

Private Security industry Regulation Act, 2001 (Act No 56 of 2001)

5. APPOINTMENT OF THE SECURITY SERVICE PROVIDER

5.1 The security service provider shall be appointed, by following all the Supply Chain Management processes, policies, and procedures applicable in SDM.

5.2 Such security service provider should be registered with the Authorities and should be entitled, able and equipped, and has the infrastructure and capacity to render the services in question.

5.3 The security service provider must comply with the provisions of the Act and with all other legal provisions, either they are based on or form part of common law, that are applicable or relevant to-

- (a) Practicing the occupation of security service provider.
- (b) Rendering a security service.
- (c) Carrying on business in the rendering of a security service; and
- (d) Performing any other act or function which is subject to the Act.

5.4 A security service provider must make all reasonable steps to ensure that any information provided to SDM security management by such service provider is true and accurate; and

5.5 A security service provider may not perform any act which is calculated to bring the municipality into contempt or disrepute.

6. DURATION AND TERMINATION

- (a) The duration of the services rendered shall last for a period of three (3) years starting from date of the signing of contract and inclusive of the stated inception date.
- (b) Subject to its prevailing operational circumstances, SDM might give the Service Provider a one (1) month notice in writing of its intention to extend or renew the contract for a period determined suitable by SDM.
- (c) The contract can be terminated by either party in writing after having given a one (1) month's notice to the other party, of the intention to terminate the contract.

NB. Given the circumstance of the current contract having started with effect from the 15 February 2020, and therefore not falling in sync with SDM's financial year which starts on 01st July of each year and ending on 30th June of the subsequent year, it should be noted by the contracted service provider/preferred bidder that its contract will overlap with the SDM financial year to ensure that the period of the contract is for thirty six (36) months.

7. DUTIES AND RESPONSIBILITIES

- 7.1 A security service provider must endeavour to prevent crime, effectively protect employees and property of SDM.
- 7.2 The employees of the security service provider should refrain from conducting themselves in a manner whatsoever further or encourage the commission of an offence or which may endanger the safety or security of any person visiting or working on SDM's property.
- 7.3 The employees of the security service provider may only possess or carry firearm, ammunition, or a weapon, or possess or use any equipment if that post requires an armed guard, or upon a special request and in a manner permitted by law.
- 7.4 Employees of the security service provider must treat the members of the public with respect and courtesy that is reasonable whilst executing their duties.
- 7.5 The security service provider may not engage in any act of unlawful competition in competing with another security service provider who is rendering a service for SDM.
- 7.6 The security service provider must provide SDM management, when reasonably requested to provide information to make an informed decision or exercise or protect a right or comply with law, furnish sufficient and correct information which is or should reasonably be within the knowledge of the security service provider, including such information concerning-

- (a) The risks to which SDM is exposed and any other needs in respect of a particular service.
- (b) SDM's needs in respect of the use of equipment, firearms, and weapons in the rendering of services.
- (c) The registration status as a security service provider, training level and relevant conditions of service of the security officers used or to be used in the rendering of the services.
- (d) The management, control, and supervision of the rendering of services as well as reasonable contact particulars of the security officers performing such duties.
- (e) The procedures, firearms, ammunition, weapons, and equipment used, or to be used by the security officers in the rendering of security service.
- (f) Any other matter on which SDM management lawfully and reasonably request information.

7.7 A security service provider may not-

- (a) Make a contractual offer, conclude a contract or avail himself or herself for rendering of a security service or the performance of any function, that requires a legal power, license, permit, authorization, accreditation, level of training, skill, knowledge, qualification, registration, security officer, firearm, ammunition, weapon, equipment, infrastructure, capacity, or premises, which he/she does not have or is not likely to have when he/she has to commence rendering such a service or perform such duty;
- (b) Use or make any person available for rendering of services, whether directly or indirectly, unless such person-
 - (i) Is registered as a security service provider in terms of the Act and may render the relevant security service in terms of the Act; and

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- (ii) Has successfully completed security training required in terms of law in respect of the relevant security service.
- (c) Use another security service provider than the one provided for in the contract with SDM to render the services or part thereof to SDM, unless-
 - (i) SDM has given consent thereto; and
 - (ii) Such security service provider is registered with the relevant Authority and is entitled, able and equipped, and has the infrastructure and capacity, to render the services in question.

7.8 A security service provider may not, where a conflict of interest of the security service provider and SDM, or conflict of interests of different clients of security service provider, exists, arises or is reasonably foreseeable in the rendering of services, act or continue to act without prior full disclosure to and the consent of interested parties.

7.9 A service provider may not in any manner whatsoever disclose confidential information concerning SDM, including information relevant to the security, safety or protection of SDM or of SDM legally recognized interests, that has come to his/her knowledge on account of the rendering of a service to SDM, without having obtained prior consent for disclosure, unless the security service provider is obliged to disclose the information or the disclosure is made in the circumstances in which it is not reasonably possible to obtain SDM's management consent and the disclosure is made in the best interest of SDM.

7.10 The security service provider must take all reasonably necessary steps to protect and safeguard any confidential information concerning SDM.

7.11 Security officers of the security service provider may not –

- (a) Without legal ground justifying such conduct, use, alienate, handover, be in possession of, or retain any property of SDM, or be or remain on the premise or any part thereof of SDM or intentionally or through gross negligence damage or lose and property of SDM.

7.12 A security service provider may not abuse or exploit its employees or those of SDM.

7.13 A security service provider must ensure that its employees receive the full wages and all other service benefits due to them as provided for in terms of any applicable legislative and legal provision, agreement, contract, or determination.

8. GENERAL REQUIREMENTS AND RESPONSIBILITIES

8.1 SUPERVISORS

- (i) Supervisors must have basic formal education and be trained in at least the same grade as the posts they are employed;
- (ii) Supervisors must have a good grounding in their post descriptions and duties;
- (iii) Supervisors must at all times be capable of leading/controlling and supervising their subordinates; and

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- (iv) Supervisors must be able to communicate, read and write in at English.

8.2 SECURITY OFFICERS

- (i) Security officers must have basic formal education and be trained in at least the same grade as the posts they are employed in;
- (ii) Security officers must be able to communicate, read and write in at least English;
- (iii) Security officers must not be younger than the age of eighteen (18).

9 APPLICABLE GENERAL REQUIREMENTS

- (i) Supervisors and security officers must have undergone and passed formal security training.
- (ii) Supervisors must always present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, talk with a cell phone, eat, or drink while attending to people.
- (iii) Supervisors and Security officers must always present dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- (iv) Supervisors and Security officer must be physically healthy and medically fit for execution of their duties.
- (v) Supervisors and Security officers must be registered as security officers/guards, as required by Private Security Industry Regulatory Authority, act 2001, and Section 23 (1) and Regulations made under Private Security Industry Regulatory Authority, Act 56 of 2001.
- (vi) Supervisors and Security officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the State and SDM.
- (vii) Supervisors and Security officers are prohibited from reading departmental documents of records in offices or unnecessary handling thereof.
- (viii) No information concerning SDM activities may be furnished to the public or media by the security service provider and his/her employees.
- (ix) SDM reserves the right to ascertain from the South African Police Services (SAPS) whether security personnel are registered with the Council of Security Officers.
- (x) The security service provider shall always ensure that, when the security officers are on duty, they are fully equipped with the following:
 - (1) A neat uniform and clearly identifiable uniform of the company, which uniform will include matching raincoats.
 - (2) A clear identification card of the company with the members' photo identification, PSIRA No and grade, always worn conspicuously on his/her person.

NB. Name tags and formal dress code of Shirts, Jackets, Ties and recommended hilled shoes for

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ladies must be complied with at all SDM offices.

9.1 Service aid to be worn on the person or be always in possession of during guarding

- (i) Baton
- (ii) Handcuffs
- (iii) Whistle
- (iv) Pocket book
- (v) Pen
- (vi) Torch at night
- (vii) Two-way radio or Cellular Phone
- (viii) Firearm (Where applicable)
- (ix) Handheld metal detector

9.2 At his headquarters/Head office the security service provider must keep available for inspection by representatives of SDM, proper staff files as well as all appropriate documents of all security personnel in his/her service who are employed for rendering such service, to SDM, by the security service provider and be available for inspections, all registration, medical certificates, and security clearances.

9.3 The security service provider must ensure that the security aids, if specified, are always available at each site where he/she renders security services in terms of this contract.

10 OCCURRENCE BOOK

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

10.1 Compulsory Occurrence book entries.

The security personnel on duty must make/take the following entries in the occurrence book;

- (a) All listed routine procedures such as patrols undertaken, handling over shifts etc, mentioning the procedure followed, by whom and the time of commencement. These entries must be made clearly legible in black or blue ink.
- (b) All occurrences, however, important, slight, or unusual, with reference to the correct time and relevant actions taken.
- (c) All security personnel activities, especially deviations in respect of the duty list, indicating particulars of the security personnel and relevant times.
- (d) The issue and or receipt of keys, indicating the time and by who locked or unlocked.
- (e) The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel handing over must sign entries.

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- (f) Occurrence book read: After the exchange of shifts, the first level Supervisor must take an entry declaring that he/she has read the occurrence book to acquaint himself with the events that occurred during the previous shift. All visits by second level supervisors and management must be recorded in red ink.
- (g) Officials of SDM shall pass on in writing, all additional requests in respect of the rendering of the services.

NOTE: Under no circumstances may an entry in the occurrence book be erased, printed out with correctional fluid, or totally declared. It shall be crossed out by a single line and initiated by the officer making changes.

Storage of Occurrence books: The security service provider shall store the fully entered occurrence books during the contract and for a period of three years after the conclusion of the contract.

11. ADMISSION OF CONTROL REGISTER OR FORMS

The purpose of the admission control register or forms is to always have information available regarding persons and vehicles admitted to the site within a specific period in case occurrence should take place which might lead to a judicial enquiry.

11.1 Visitors' register/visitors' control form.

- (a) These register/form must be completed correctly and legibly by the security officer on duty and shall make provision for the following:
 - ✓ Date of visit;
 - ✓ Admission and exit times of visitor;
 - ✓ Surname and initials of visitor;
 - ✓ Identity number;
 - ✓ Name of person to be visited;
 - ✓ Brand, calibre, and serial number of the firearm on the visitors' possession (if any); and
 - ✓ Signature of visitor; any valuable item/s declared (e.g., laptop computer).

11.2 Vehicle Registering

- (a) These register and form must be completed correctly and legibly by the security officer on duty and shall make provision for the following:
 - ✓ Date of visit;
 - ✓ Admission and initials of the visitor;
 - ✓ Home or address of the visitor;
 - ✓ Registration number of the vehicle;
 - ✓ Name of person to be visited;
 - ✓ Number of passengers in the car;
 - ✓ Purpose for the visit;
 - ✓ Brand, calibre, and serial number of the firearm in the vehicle (if any);
 - ✓ Signature of car driver;
 - ✓ Any valuable item/s declared.

12. OCCURRENCE/NOTEBOOK

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

12.1 Requirement: During their turns of duty all security personnel must have a notebook on

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their person.

12.2 The following information must be noted down in their notebooks:

12.2.1 All occurrences/events, however slight or unusual, referring to the following:

- ✓ Reporting on or off duty;
- ✓ Date and time of occurrence of event;
- ✓ Extent of occurrence of event; and
- ✓ Follow up actions in respect of occurrence or event.

12.2.2 Copying into occurrence book: All relevant information noted down in the notebook must immediately or indirectly after return from patrol, be copied into the occurrence book.

12.2.3 Storage of notebooks: The security service provider must store the fully entered notebooks for a period of three years.

13 DUTY LIST

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

13.1 Drawing up the duty list: Weekly or monthly duty of all security personnel who must be on duty per shift, are indeed on duty.

13.2 Change to duty list: any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

14 DUTY SHEET

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required by the security service provider.

14.1 The security service provider must have available at the site, a comprehensive duty sheet per duty point.

15 TWO WAY RADIOS

The purpose of radio communication is the establishment of immediate communication between the different duty points and control, as well as between controls of a security service provider's headquarters/head office.

15.1 Base Radio: Serviceable hand carried radios must always be provided by the security service provider, as stipulated in the site specification.

16 CLOCK POINTS

The purpose of the clock points is to ensure that patrolling at the site takes place correctly according to instructions.

16.1 Check points shall be provided by the municipality at identified sites.

16.2 The first or second level supervisor must on daily basis be in contact with the Risk Management unit's representative

16.3 No security officer must be made to do continuous shifts for longer than twelve (12) hours.

17 LOST ARTICLES

17.1 All lost articles found at site and for which ownership cannot be established must be handed recorded in the occurrence book, after which they must be handed over to the Risk Management unit representative.

18 LABOUR UNREST

If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the security service provider, the parties must come to an agreement on the method to ensure continuation of security services.

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NB. It is expected of the Security Service provider to have a contingency plan in place to arrest such kind of the above listed eventualities. Any breach of such arrangements might result in the termination of the contract.

19

MONITORING OF SERVICE

19.1 The Municipality reserves the right to monitor and check the services rendered by the security service provider at any time; the service provider's Security Manager or Supervisor should ensure that the service is rendered in accordance with the conditions of the contract and site specification.

19.2 The Municipality reserves the right to require from the security service provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The Municipality will not be held responsible for any damage or claim, and legal expenses related thereto.

19.3 The municipal representative will have the right to check daily whether sufficient personnel are available at the site in terms of the site specification.

19.4 All shortage of personnel must be noted in the occurrence book.

19.5 The security service provider will be held liable for any loss or damage suffered by the municipality, because of the security service provider's own negligence or his/her employees' negligence or intent, which originated at the site.

19.6 The Municipality will be liable for any loss or damage of any nature to any of the security service provider's properties or any items kept at the municipality's site, in class where the loss originated as the result of the negligence or intent on the part of the Municipality.

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

19.7.1 Loss of life, injuries which may be sustained by the security personnel of the security service provider during the execution of their duties.

19.7.2 Damage to or destruction of any equipment or property of the security service provider during the execution of their duties.

19.7.3 Any claims and legal costs which may ensue from the failure by, or acts committed by the security personnel against, which acts include illicit frisking, arrests and other illicit or wrongful deeds. The security service provider shall be notified in writing of the particular of each claim he is liable for.

19.8 The security service provider must, at its own expense, take out sufficient insurance (i.e., Professional Indemnity, or General Liability) cover against any claims, loss and/or damage ensuring from his/her obligations and shall ensure that such insurance remains in force/operative for the duration of this agreement. Confirmation of such insurance covers in the form of certified copies of the insurance policy schedules must be handed to the Risk Management unit with the tender submissions.

NB. Original copies of the said policies will be called for, for verification purpose before commencement of contract. In the event of failure by the preferred security service provider to provide such proof, the signed contract entered into, or any contract contemplated upon shall be rendered null and void with the municipality having an option to decide upon a new security service provider.

19.9 The security service provider may not, unless otherwise specified, make use of any of the municipality's equipment or/property for the purpose of compliance with the conditions, which equipment, aid and or property include, inter alia, vehicles, stationery, firearm, rooms, and furniture.

19.10 The security service provider is responsible for the training of his/her personnel at the site

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in respect of the application of the guidelines of the emergency plan applicable for the specific site.

- 19.11 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions will be provided by the Municipality.
- 19.12 The security service provider must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them (Security service providers' personnel) clean, hygienic and neat. Any littering caused by the dogs used by the security service provider shall be removed by the security service provider at the end of each shift.
- 19.13 Under no circumstances are security personnel allowed to carry on any taking (financial collection) e.g. fhafhe/ 'mochina', 'loan sharking'/'mashonisa' e.t.c.
- 19.14 The security service provider shall not erect or display any sign, printed matter, painting, name plates, advertisements, and article or object of any nature whatsoever, in or to municipality buildings or sites or any part thereof without written consent of the Municipality. The security service provider shall not publicly display at the site any article or object which is regarded as objectionable or undesirable.
- 19.15 If at any time, the service is not rendered in accordance with the conditions of the contract or the specification, e.g., insufficient security officers provided, SDM reserves the right to adjust the payment accordingly.
- 19.16 Similarly, no departure from or breach of, or failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such departure, breach of failure to comply, unless such condonation, waiving or non-fulfilment has been agreed to in writing by the municipality, through SDM's Risk Management unit.

20 TERMINATIONS OF SERVICE

- 20.1 The stipulations of the General Conditions of Contract apply in particular to cases of failure to comply with any of the conditions of the contract, or where an unsatisfactory service is rendered.
- 20.2 Any amendment of waiving of the stipulations of the contract must occur in writing by mutual consent with SDM through SDM's Risk Management unit.
- 20.3 Should the security service provider alienate his rights and liabilities in terms of this contract, he/she must notify the Municipality immediately so that the necessary steps for the cession of the contract gets taken.

21 SPECIFIC CONDITIONS OF TENDER

- 21.1 The security service provider must be in a position to assume duty immediately after acceptance/signing of the tender agreement/contract or one month after acceptance/signing of the tender agreement/contract.
 - 21.1.1 The contract will be for a period of three (03) years from the date of awarding of the tender with the first year of the contract starting from the date of inception as per signed contract.
- 21.2 The appointed security service provider must be in a position to enter into a Service Level Agreement (SLA) with SDM which is a framework used to define the working relationship between SDM and the appointed service provider.
- 21.3 Prospective security service providers may with prior arrangement with the SDM's Risk Management unit visit the sites to ascertain the extent of the service required.
- 21.4 The contracted service provider must through a formal instruction provide SDM with additional guards as per SDM's operational requirements.
- 21.5 The contracted service provider might also be due to operational requirements get instructed to reduce or increase the agreed upon guards on sites.

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- 21.6 The contracted service provider may be required to provide SDM with any or all of the following incidental services or products:
- Additional equipment, and tools required for provisioning or enhancement of the service rendered.
- 21.7 The contracted security service provider will in addition to the normal physical guarding services be expected to have a **Tactical Response** team which will be required to provide services alone or as part of a combined team with other contracted service providers at Council organised events as and when required.
It is therefore a prerequisite of a contracted service provider to establish a Tactical Response team within its workforce deployed at SDM.

22 EVALUATION CRITERIA

Evaluation of Bids will be as per the four (4) below detailed stages as delineated.

SECURITY TENDER REQUIREMENTS

A) STAGE ONE: Test for Administrative Responsiveness (**Applicable to all clusters**)

The test for administrative responsiveness will include the following:

Administrative responsiveness check
Whether the Bid has been lodged on time
Whether all Mandatory Requirement/ Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
Verify the validity of all returnable documents

The test for administrative responsiveness [**Stage One**] must be passed for a Respondent's Proposal to progress to **Stage Two** for further pre-qualification

B) STAGE TWO: Test for Substantive Responsiveness to Tender (**Applicable to all clusters**)

The test for substantive responsiveness to this Tender will include the following:

Pre-Qualification Criteria
Whether any pre-qualification criteria set by SDM, have been met

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Whether the Bid contains a priced offer
Whether the Bid materially complies with the scope and/or specification given
Confirm that the security service provider has an operations centre/office that runs 24 hours/7 days a week.
Skills Transfer and development – Bidder must state and provide a plan as to how they will ensure skills transfer to and development of the security officers/guards

C. STAGE THREE: Test Minimum Threshold is 60 points for Technical Criteria

C.1. Test Minimum Threshold 60 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

- Technical threshold of 60 points

Technical Evaluation Criteria – Cluster 1	Weighting	Scoring Guidelines
<u>Project Implementation Plan</u> <i>The Project implementation Plan must include but not limited to the following:</i> Details of taking over plan from the current service provider and security risk assessment report Activities during Project Implementation Phase(3 points)	15	

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<p>Taking over the current staff: 100% staff intake (10 points) 80% staff intake (5 points) 50% staff intake (3 points)</p> <p>Weekly reporting template (2 points) Monthly reporting template(2 points)</p>		
<p><u>Contingency Plan:</u></p> <p>The Contingency Plan during projects execution (e.g measures to be implemented during industrial action, leave and absenteeism)</p> <p>Plan on strike that might be instigated by your own Security Personnel (2 points)</p> <p>Strike instigated by Sekhukhune Personnel (2 Points)</p> <p>Local Community Strike (3 points)</p> <p>Contingency Plan for bomb threat, strike, suspicious parcel and other circumstances (3 points)</p> <p>Availability of a Tactical Team</p> <p>1 Hour – 5 Hours (3 points) Any time longer than 5 hours (5 points)</p>	15	
<p><u>Bidder Capability</u> Bidder must provide proof of previous same or similar nature of services projects undertaken. Details of the contactable reference/s of the case studies/projects must be</p>	20 Score split 0) = 0 1) = 5	0. No Response 1) 1 x Previous project with contactable references 2). 2 x Previous projects with contactable

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provided	2) = 10 3) = 15 4) = 20	references 3). 3 x Previous projects with contactable references 4). 4 x Previous projects with contactable references
<u>Security Control</u> <u>/Operations Centre (SOC)</u> <u>Capability (Provide proof of</u> <u>SOC capability indicating</u> <u>requirements below)</u> * Customisable dashboard * Access to local security intelligence centres * Access to a management portal 24 hours/day and 7 days/week (for a minimum of 5 SDM users) * Stated capability must provide context and priority to devices and incidents, as well as tools to be used for contact details of individual for escalation of incidents.	20 Score split: 0). = 0 1) = 10 2) = 15 3) = 20	0. No Response 1. SOC Capability with no indication of the requirements. 2. SOC Capability which partially addresses the requirements. 3. SOC Capability which fully addresses the requirements that includes access to the local security intelligence centres and Contingency plan. NB. The score to be accrued is subject to outcome/results of the due-diligence assessment to be conducted by the Risk Management unit.

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<p><u>Vendor Experience and Credentials</u></p> <p>0.No previous experience</p> <p>1. Currently undertaking security work with no demonstrable experience</p> <p>2. Demonstrate previous experience of similar works done.</p> <p>3. Indicating scope of work performed.</p> <p>4. Provide a minimum of five (5) references from previous customers and a company profile.</p> <p>5. Profile of key staff (CV and certified copies of security related qualifications).</p>	<p>20</p> <p>Score split:</p> <p>0 = 0</p> <p>1 = 2.5</p> <p>2 = 05</p> <p>3 = 10</p> <p>4.=15</p> <p>5 = 20</p> <p>NB. Each prospective service provider will be allocated a score for each of the point split as per each of the listed Scoring Guideline attained which will be added together to give a score not exceeding a total maximum 20 points.</p>	<p>0. No Response</p> <p>1. No demonstrable experience of similar work done but currently executing the work with no reference except the current one.</p> <p>2. Less than 2 years demonstrable experience of similar work done at municipalities/local government or any other business in the private sector with less than two (2) references</p> <p>3. More than 2 years of demonstrable experience of similar work at municipalities/local government or any other business in the private sector with more than two (2- 3) references</p> <p>4. At least/minimum 3 years demonstrable experience of similar work at municipalities/local government or any other business in the private sector with more than 3 references.</p> <p>5. At least more than 3 years demonstrable experience of similar work at municipalities/local government or any other private sector business with more than 4 references and employees with Security/Risk Management related qualification (e.g. Diploma, Degree or Postgraduate)</p>
<p>Area of locality as a place</p>	<p>10</p>	<p>1)A company or a JV originating from</p>

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<p>of origin within Sekhukhune district.</p> <p>NB. In the instance of a partner in a JV originating from Sekhukhune district, such bidder shall be regarded as originating from Sekhukhune district.</p> <p>SDM's Risk Management unit will be conducting inspection in –loco at the bidders' operational premises to verify and substantiate/authenticate of the cited location.</p>	<p>Score Split:</p> <p>1) = 10</p> <p>2) = 7.5</p> <p>3) = 5</p> <p>4) = 2.5</p>	<p>Sekhukhune district = 10</p> <p>2) A company originating elsewhere in Limpopo = 7.5</p> <p>3) A company based (renting an office) in Sekhukhune but originating elsewhere = 5</p> <p>4) A company not based either in Sekhukhune district nor any other area within Limpopo = 2.5</p>
Total	100 points	

C.2. Test Minimum Threshold 60 points for Technical Criteria – **Cluster 2, 3 & 4**

- Technical threshold of 60 points

Technical Evaluation Criteria – Cluster 2, 3 & 4	Weighting	Scoring Guidelines
<u>Project Implementation Plan</u>	15	

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<p><i>The Project implementation Plan must include but not limited to the following:</i> Details of taking over plan from the current service provider and security risk assessment report Activities during Project Implementation Phase(3 points) Taking over the current staff: 100% staff intake (10 points) 80% staff intake (5 points) 50% staff intake (3 points)</p> <p>Weekly reporting template (2 points) Monthly reporting template(2 points)</p>		
<p><u>Contingency Plan:</u></p> <p>The Contingency Plan during projects execution (e.g measures to be implemented during industrial action, leave and absenteeism)</p> <p>Plan on strike that might be instigated by your own Security Personnel (2 points)</p> <p>Strike instigated by Sekhukhune Personnel (2 Points)</p> <p>Local Community Strike (3 points)</p> <p>Contingency Plan for bomb threat, strike, suspicious parcel and other circumstances (3 points)</p> <p>Availability of a Tactical Team</p>	<p>15</p>	

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1 Hour – 5 Hours (3 points) Any time longer than 5 hours (5 points)		
Bidder Capability Bidder must provide proof of previous projects done of the same or similar nature of services. Details of the contactable reference/s of the case studies must be provided per project.	20 Score split 0) = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No Response 1) 1 x Previous project with contactable references 2). 2 x Previous projects with contactable references 3). 3 x Previous projects with contactable references 4). 4 x Previous projects with contactable references
Security Operations Centre (SOC) Capability (Provide proof of SOC capability indicating requirements below) * 24/7 Office based contact telephone number, an office, and valid and functional cell phone numbers of a minimum of two (02) Key personnel * Access to local security clusters (SAPS) * A Threat Risk Assessment/Analysis that correlates with outcome of the assessment of the service to identify threats e.g., command and control, etc. * Stated capability must provide context and priority to devices and incidents, as well as tools to be used for contact details of individuals for escalation of incidents.	20 Score split: 0). = 0 1) = 5 2) = 10 3) = 15 4) = 20	0. No Response 1. SOC Capability with no indication of the requirements. 2 SOC Capability which partially addresses the requirements. 3. SOC Capability which fully addresses the requirements that includes access to the local security intelligence clusters. 4. SOC Capability which fully addresses the requirements that includes access to the local security intelligence centres and a contingency plan.

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<p>Vendor Experience and Credentials</p> <ul style="list-style-type: none"> *. No previous experience * Currently undertaking security work with no demonstrable experience *. Demonstrate previous experience of similar works done, *. Indicating scope of work performed. *. Profile of key staff (CVs and certified copies of security related qualification *. Provide a minimum of three (3) references from previous customers and a company profile 	<p>20</p> <p>Score split:</p> <p>0 = 0</p> <p>1 = 5</p> <p>2 = 10</p> <p>3 = 15</p> <p>4.= 20</p> <p>NB. Each prospective service provider shall be allocated a score as per each of the listed Scoring Guideline attained and such score shall be as per each of the point split which will be added together to give a score not exceeding a total maximum 20 points</p>	<p>0. No Response</p> <p>1). No demonstrable experience of similar work done but currently executing the work</p> <p>2). Less than 2 years demonstrable experience of similar work done at municipalities/local government or private companies or government institutions and departments with CVs of Key staff and less than two (2) references.</p> <p>3). 2- 3 years demonstrable experience of similar work at municipalities/local government or private companies or government institutions and departments with CVs of Key staff and more than two (2) references</p> <p>3). At least + 3 years demonstrable experience of similar work at municipalities/local government or private companies or government institutions and departments with CVs of key staff and at least three (3) references</p>

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<p>Area of locality as a place of origin within Sekhukhune district.</p> <p>NB. In the instance of a partner in a JV originating from Sekhukhune district, such bidder shall be regarded as originating from Sekhukhune district.</p> <p>SDM's Risk Management unit will be conducting inspection in –loco at the bidders' operational premises to verify and substantiate/authenticate of the cited location.</p>	<p>10</p> <p>Score Split:</p> <p>5) = 10</p> <p>6) = 7.5</p> <p>7) = 5</p> <p>8) = 2.5</p>	<p>1)A company or a JV originating from Sekhukhune district = 10</p> <p>2)A company originating elsewhere in Limpopo = 7.5</p> <p>3)A company based (renting an office) in Sekhukhune but originating elsewhere = 5</p> <p>4) A company not based either in Sekhukhune district nor any other area within Limpopo= 2.5</p>

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Total	100 points	

The following applicable values will be utilised when scoring each criterion mentioned above:

The minimum threshold for technical/functionality [Stage Three] must be met or exceeded for a Respondent's Proposal to progress to Stage Four for final evaluation

STAGE FOUR: Evaluation and Final Weighted Scoring (Applies to all clusters)

a) Price Criteria [Weighted score 90 points]:

Evaluation Criteria	
Commercial offer	

B) Broad-Based Black Economic Empowerment criteria [Weighted score 10 points]

B-BBEE – current scorecard / B-BBEE Preference Points

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

e.) SUMMARY: Pre- qualification threshold and final evaluated weightings

Pre-Qualification Criteria	Minimum Threshold
Technical/Functionality	60
Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
Total Score	100

NB.

- Price Structuring and legal implications

No bid will be considered where bids prices are below PSIRA rate requirements as set out in the

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Government Gazette (sectorial determination) annually where the Bid has not made provision for price adjustments according to statutory wage increases.

The Bid price per each security officer must be in accordance with the Sectoral Determination and legislation, taking into consideration the PRISA direct cost and share of overheads at 40%.

Any service provider with price below the above will be automatically disqualified.

23 SIGN-OFFS

DOMICILIA

The parties choose as their domicilium citandi et executandi their respective addresses set out in this clause for all purpose arising out of/in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may be served upon this agreement to the parties.

Sekhukhune District Municipality

1 No 3, West Street, Groblersdal.

2 The Service Provider: _____

Thus, signed and dated at: _____

On this: _____ day of: _____ year: _____

WITNESSES FOR SEKHUKHUNE DISTRICT MUNICIPALITY

Witness 1

Name in Full: _____

Signature _____

Witness 2

Name in Full: _____

Signature _____

WITNESSES FOR THE SERVICE PROVIDER

Witness 1

Name in Full: _____

Signature _____

Witness 2

Name in Full: _____

Signature _____

FORM A - TABLE OF CAPABILITIES, TASKS AND TRAINING

Specific duties must be documented in the proposal for each grade of security officer. A list of standard duties or expectation should be attached in the feedback. An example of such comparison table for capabilities, tasks, training and any other differences between grade A and D security officers are provided below. (Please note the table below is the perception of SDM. Please change and amend this table to accurately represent the officers' grades to be offered as a service)

DESCRIPTION	GRADE A	GRADE B	GRADE C	GRADE D
MANAGEMENT TASKS				
MANAGEMENT OF ALL CLASS B, C, D SECURITY OFFICERS				
ENSURE MANAGEMENT IS INFORMED OF EMERGENCY INCIDENTS TIMELY				
WEEKLY MEETINGS MUST BE				

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HELD WITH SECURITY SERVICE PROVIDER SITE MANAGER/SUPERVISOR WHICH WILL BE DISCUSSED ON MONTHLY MEETINGS WITH SDM				
LIMITED KNOWLEDGE OF SECURITY LEGISLATION, ROLES, AND PRACTICES				
ABILITY TO PROVIDE GUARD LINES FOR SECURITY OFFICERS				
PROVIDE MONTHLY REPORT ON INCIDENTS AND ACCIDENTS FOR THE PAST MONTHS AND ACTIONS TAKEN				
ENSURE THAT ALL POST IS ALWAYS MANNED				
TECHNICAL EXPERTISE				
RANDOM VISUAL EXTERNAL OBSERVATION MUST BE MADE FROM TIME TO TIME TO DETERMINE EXTERNAL RISKS				
ASSIST WITH EVACUATION DRILLS				
RECORDING, UPDATING, AND REPORTING INCIDENTS OCCURRENCE BOOK				
DAILY CHECKS FOR SITES INSTRUCTION COMPLIANCE				
PROPER AND PROFESSIONAL COMMUNICATION MUST BE ALWAYS PRACTICED				
MUST BE ABLE TO OPERATE THE X-RAYS, SCANNERS FOR BUILDING ENTRANCE				
REPORTING ALL INCIDENTS AND ACTIONS FOR SECURITY IN (OB REGISTER/LOGBOOK				
ASSIST AT RECEPTION AREAS				

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TO RELIEF RECEPTIONISTS AND SWITCHBOARD OPERATIONS				
MAINTAIN ALL SECURITY REGISTER, CONDUCT PERIODIC SECURITY INSPECTION ON EMERGENCY STAIR/ROUTES/DOORS/TOILETS AND FIRE EQUIPMENT				
MUST KEEP RECORDS FOR ALL ELECTRONIC DEVICES NOT BELONGING TO SDM OFFICE. A REGISTER BOOK WILL HAVE TO BE PROVIDED				
ESCORTING VISITORS, CONSULTANTS, OR CONTRACTORS TO REQUIRED DESTINATIONS				
CONDUCT ACCESS SEARCHES WHEN NECESSARY AND ACCORDING TO PROVIDED PROCEDURES				
CONDUCT RANDOM SEARCHES ON LAPTOPS AND OTHER SDM EQUIPMENT				
REGULAR PATROLLING OF THE BUILDINGS TO IDENTIFY RISKS AND WEAKNESSES, DEVIANCES, AND NON- COMPLIANCES				
PROVIDE DAILY PATROLLING FEEDBACK FORM, CHECKLISTS ON INCIDENCE FOR THE PAST 24 HOURS				
WEAR CORPORATE UNIFORM ON ALL TIMES WHEN ON DUTY WITH VISIBLE NAMES ON TAGS				
CONDUCT BUILDINGS INSPECTIONS ALWAYS				

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FORM B – TENDER PROJECT TEAM

Notes:

- The intention of the form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between the members of the project and between the project team and the overall institutional structure.
The tenderer must attach his own organogram to this form.
- The tenderers which are large institutions may simplify the organogram by "rolling up" portfolios e.g., combining director and associates in one box of the organogram. However, the individual positions of key personnel within the structure must be clearly delineated.
- Joint Venture (JV) tenders will require each element of the tender to submit a separate organogram that shows the individual structure of each member company and the lines of responsibility of the proposed personnel to be involved in the project.

In addition, there must be a combined organogram that indicates how the joined venture itself will function and the proposed share of the work. Joint Venture (JV) tenderers shall note that the share of the work indicated will be used in the analysis of such a tenderers preference proposed, and that if awarded the share of work shall become the contractual obligations between the members of the joint venture.

NB. Under no circumstances shall SDM be party to the Joint Venture (JV) disputes.

FORM C – NAMES OF PROPOSED KEY PERSONNEL – A MAXIMUM OF TWO – FIVE WILL SUFFICE

NO	NAME & SURNAME	QUALIFICATION	DESIGNATION
1			
2			
3			
4			
5			
6			
7			
8			
9			

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10			

NB.

A minimum of two (2) – five (5) will suffice

Provide a CV of maximum two (2) pages of each member of key personnel to be used in the project. The CV should give at least the following:

- Position in the company and within the organization of this assignment
- HDI/Previously Disadvantaged Individuals (PDIs) status (description, population, group gender and disabilities)
- Proof of education qualification.
- Proof of professional registration.
- A relevant experience (actual duties performed, involvement and responsibility) including locations, dates and duration of assignments starting with the latest.
- References (company name, individual name, position held, contact details)

FORM D – SCHEDULE OF TENDER'S INFRASTRUCTURE AND RESOURCES

Provide information on the above as follows:

1. Physical facilities and buildings either leased or owned (fully equipped contact details)

DESCRIPTION	ADDRESS	OWNED OR LEASED

2. Equipment

EQUIPMENT	DESCRIPTION	SERIAL NUMBER/TELEPHONE NUMBER/WEBSITE ADDRESS	NUMBER OF UNITS

3. Vehicles and Guns

DESCRIPTION	NUMBER OF UNITS	REGISTRATION/ LICENSE
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		NUMBER

NB. Proof of ownership in the form of copies of licenses must be provided in respect of vehicles and guns. If such is leased, proof thereof must be provided.

Bidders are allowed to attach a separate list of the above if they prefer.

4. The size of company and current workload

4. A. For those companies that have been in business/ operation in the previous financial year (2021/2022FY)

A. 1) what was your turnover in the previous financial year?

Answer: R _____

A.2) what is the estimate turnover of the current financial year? Answer: R _____

A.3) how many people were in your employ? Answer: _____

4. B. For those companies that were in business/operation before/previously but were not in operation in the previous year (2021/2022)

B.1) what was your turnover in your last financial year of operation?

Answer: R _____, and which year was that _____

B.2) what is your estimate turnover of the current financial year?

Answer: R _____

NB. If you are a new entity or you have not been in operation since your establishment, please indicate accordingly.

FORM E- SCHEDULE OF PREVIOUS EXPERIENCE

The procedures for evaluation of the bid will be on the average of the previous two (02) projects where the company was involved for any other institution (private sector business) or similar (example, Provincial and National departments, and municipalities of different grades)

DESCRIPTION	VALUE (R) VAT EXCLUDED	PERIOD OF EXECUTED		NAME OF CONTACT	TEL NO	ORGANIZATION
		APPOINTMENT DATE	COMPLETION DATE			
1						
2						
3						
4						

FORM F – SCHEDULED OF CURRENT PROJECTS IF IN BUSINESS

DESCRIPTION	VALUE (R) VAT EXCLUDED	PERIOD OF EXECUTED		NAME OF CONTACT	TEL NO	ORGANIZATION
		APPOINTMENT DATE	COMPLETION DATE			
1						
2						
3						

4						
---	--	--	--	--	--	--

FORM G – SERVICE /PROJECT PERFORMANCE REFERENCE

NB. Please request and obtain two (02) reference amongst the recent clients with whom similar work has been conducted to vouch for your service as per below table by circling the applicable score.

First Client 1

DESCRIPTION	SCORE: EXCELLENT	SCORE: GOOD	SCORE: AVERAGE	SCORE: POOR
GENERAL APPEARANCE AND ATTITUDE OF GUARDS. FULL UNIFORM WHICH MUST BE ALWAYS CLEAN AND NEAT WITH OFFICER BEING ALERT AT ALL TIMES)				
REGULAR MEETINGS WITH CLIENT				
RESPONSE TIME IN EMERGENCY AND SITUATIONS OF UNREST				
RECORD KEEPING AND REPORTING OF OCCURRENCE OF INCIDENTS/ACCIDENTS				
APPLICABLE AND ADHERENCE TO CONDITIONS OF CONTRACT				
TRAINING OF GUARDS TO STAY ALERT AND WELL EQUIPPED				
CLIENT REPRESENTATIVE SIGNATURE				
TITLE /POSITION				

DATE STAMP	
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Second Client - 2

DESCRIPTION	SCORE: EXCELLENT	SCORE: GOOD	SCORE: AVERAGE	SCORE: POOR
GENERAL APPEARANCE AND ATTITUDE OF GUARDS. FULL UNIFORM WHICH MUST BE ALWAYS CLEAN AND NEAT WITH OFFICER BEING ALERT AT ALL TIMES)				
REGULAR MEETINGS WITH CLIENT				
RESPONSE TIME IN EMERGENCY AND SITUATIONS OF UNREST				
RECORD KEEPING AND REPORTING OF OCCURRENCE OF INCIDENTS/ACCIDENTS				
APPLICABLE AND ADHERENCE TO CONDITIONS OF CONTRACT				
TRAINING OF GUARDS TO STAY ALERT AND WELL EQUIPPED				
CLIENT REPRESENTATIVE SIGNATURE				
TITLE /POSITION				
DATE STAMP				

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NNEXURE A- SECURITY CLUSTERS – 2023 –
2026

PRICING SCHEDULE

SITE NAME	TOTAL GUARDS	DAY		NIGHT		PRICE
		ARMED	UNARMED	ARMED	UNARMED	
CLUSTER 1 - FETAKGOMO TUBATSE LOCAL MUNICIPALITY OPERATIONAL SITES.						
1. Ga-Rantho Water Pumpstation	02	0	1	0	1	R
2. Ga-Malekana Water Pumpstation	05	0	2	1	2	R
3. Ga-Mampuru Water Pumpstation	02	0	1	0	1	R
4. Bothashoek Water Pumpstation	02	0	1	0	1	R
5. SDM Moroke Operational Camp	02	0	1	1	0	R
6. Burgersfort Water Treatment Works	05	0	2	1	2	R
7. Praaktiseer Water Pumpstation No.3	03	0	1	0	2	R
8. Praaktiseer Water Pumpstation No.2	03	0	1	0	2	R
9. Praaktiseer Water Pumpstation No.1	03	0	1	1	1	R
10. SDM Tubatse Fire Station	06	0	2	2	2	R
11. Steelpoort Sewerage	03	0	1	0	2	R
12. Burgersfort Wastewater Treatment Works	04	0	2	1	1	R
13. SDM Leboweng Operational Camp	03	0	1	0	2	R
14. Penge Sewerage	02	0	1	0	1	R

15. Steelpoort Water Treatment Works	03	0	1	0	2	R
16. Alverton Water Pumpstation	03	0	1	0	2	R
17. SDM Office Praaktiseer	04	0	2	0	2	R
18. Ga-Malekana Water Treatment Works	06	0	3	1	2	R
19. Ga-Rantho Water Booster Pump	03	0	1	0	2	R
20. Burgersfort Reservoir no.1	04	0	2	0	2	R
21. Mmapodile Water Pumpstation	02	0	1	0	1	R
22. Penge Water Pumpstation	03	0	1	1	1	R
23. Praaktiseer Sewerage	02	0	1	0	1	R
24. Ts'ate Heritage Site	02	0	1	0	1	R
25. Manoke Water Pumpstation	04	0	2	0	2	R
26. Mmabotsha Water Pumpstation	04	0	2	0	2	R
27. Mooihoek Water Treatment Works	08	1	3	2	2	R
28. Praaktiseer Water Booster Pump	02	0	1	0	1	R
29. Manoke abstraction Pumpstation	04	0	2	0	2	R
30. Taung Water Package Plant	02	0	1	0	1	R
31. Nkoana Water Package Plant	03	0	1	0	2	R
32. Roosennekaal Wastewater Treatment Works	04	0	2	0	2	R
34. Pidima Water Pumpstation (new)	03	0	1	0	2	R
35. Dresdin Water Booster (new)	03	0	1	0	2	R
36. Phiring Water Booster Pump (new)	03	0	1	0	2	R
37. Payeng Water Booster Pump (new)	03	0	1	0	2	R
39. Motaganeng Reservoirs (new)	04	0	2	0	2	R
40. Burgersfort Water Reservoirs No.2	04	0	2	0	2	R
Total Guards	128					R
Subtotal Price per Guard category						R
VAT						R

Total Price for Three years						R
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FORM OF OFFER AND ACCEPTANCE

1. OFFER

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....

RAND (IN WORDS); R..... (IN FIGURES)
).....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the

period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)
 Name(s)
 Capacity
 For the
Tenderer
 (Name and address of organization)
 Name and
 of witness Date signature

2. ACCEPTANCE

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance

and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Sekhukhune District Municipality)
 Private Bag x8611
 Groblersdal
 0470

Name and signature of witness..... Date

PRICING SCHEDULE

SITE NAME	TOTAL GUARDS	DAY		NIGHT		PRICE
		ARMED	UNARMED	ARMED	UNARMED	
CLUSTER 2 - ELIAS MOTSOLEDI & EPHRAIM MOGALE LOCAL MUNICIPALITY OPERATIONAL SITES.						
1.THABAKHUBEDU WATER PUMPSTATION (NON-FUNCTIONAL)	02	0	1	0	1	R
2. SDM MOONSTERLOOS OPERATIONAL CAMP	03	0	1	0	2	R
3. ENKOSINI PACKAGE WATER PUMPSTATION	03	0	1	0	2	R
4. RONDEBOSH PACKAGE PLANT (MOONSTERLOS)	03	0	1	0	2	R
5. BLOEMPOORT PACKAGE PLANT (NEW)	03	0	1	0	2	R
6. UITSPANNING CAMP (NEW)	05	0	2	0	3	R
7. TAFELKOP RESERVOIRS	03	0	1	0	2	R
8. CHEGO WATER PUMPSTATION	03	0	1	0	2	R
9. JERUSALEMA WATER PUMPSTATION	03	0	1	0	2	R
10. LESEHLENG WATER PUMPSTATION	03	0	1	0	2	R
11. DENNILTON SEWERAGE	03	0	1	0	2	R
12. ZOETMELKFORTEIN WATER PUMPSTATION	03	0	1	0	2	R
13. SIYABUSWA WATER PUMPSTATION	03	0	1	0	2	R
14. SEMPUPURU BOOSTER PUMP	04	0	2	0	2	R
15.NKADIMENG WATER PUMPSTATION-STEERKFORTEIN)	03	0	1	0	2	R
16. DENNILTON SEWERAGE BOOSTER PUMP	03	0	1	0	2	R

17. SPITZBAND WATER PUMPSTATION	03	0	1	0	2	R
18. ELANDSKRAAL SEWAGE PONDS	02	0	1	0	1	R
19. ELANDSKRAAL SEWERAGE BOOSTER PUMP	03	0	1	0	2	R
20. ENKOSINI RAW WATER SUPPLY DAM	04	0	2	0	2	R
21. SDM OFFICE MACKLEEREKENG	02	0	1	0	1	R
22. HLOGOTLOU SEWERAGE PONDS	03	0	1	0	2	R
23. MOOSTERLOOS STADIUM VIEW RESERVOIR (NEW)	03	0	1	0	2	R
24. MMOTWANE RESERVOIRS (NEW)	03	0	1	0	2	R
25. STERKFORTEIN RESERVOIRS	03	0	1	0	2	R
TOTAL GUARDS	76					R
SUBTOTAL PRICE PER GUARD CATEGORY						R
VAT						R
TOTAL PRICE FOR THREE YEARS						R

FORM OF OFFER AND ACCEPTANCE

3. OFFER

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....	
.....	
RAND (IN WORDS); R.....	(IN FIGURES).....

This offer may be accepted by the employer by signing the acceptance part of this form of offer

and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the
Tenderer
 (Name and address of organization)

Name and signature
 of witness Date

4. ACCEPTANCE

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance

and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.²

Signature(s)

Name(s)

Capacity

for the **Employer**
(Sekhukhune District Municipality)
 Private Bag x8611
 Groblersdal
 0470

Name and signature of witness..... Date

PRICING SCHEDULE

SITES NAME	TOTAL GUARDS	DAY		NIGHT		PRICE
		ARMED	UNARMED	ARMED	UNARMED	
CLUSTER 3 - MAKHUDUTHAMAGA LOCAL MUNICIPALITY OPERATIONAL SITES.						
1. SDM NEBO OPERATIONAL CAMP	02	0	1	0	1	R
2. RIVERSIDE WATER TREATMENT WORKS	04	0	2	1	1	R
3. GA-MARISHANE WATER PUMPSTATION	02	0	1	0	2	R
4. GA-MASEMOLA PUMPSTATION (PIET GOUWS DAM)	03	0	1	0	2	R
5. JANEFURSE RESEVOIRS NO.1-	03	0	1	0	2	R
6. JANEFURSE RESEVOIRS NO. 2	03	0	1	0	2	R
7. SDM OFFICE JANE FURSE – OLD HOSPITAL	06	0	3	1	2	R
8. SDM SCHOONOORD OPERATIONAL CAMP	02	0	1	0	2	R
9. NKADIMENG WATER TREATMENT WORKS	03	0	1	0	2	R
10. SDM PHOKWANE OPERATIONAL CAMP NO.1	03	0	1	0	2	R
11. SDM PHOKWANE OPERATIONAL CAMP NO.2	03	0	1	0	2	R
12. SDM GA-NKOANA OPERATIONAL CAMP	03	0	1	0	2	R
13. SDM BB KLOOF OPERATIONAL CAMP	03	0	1	0	2	R
14. SDM MASHILABELA OFFICE	02	0	1	0	1	R
15. MASEMOLA RESERVOIRS (GA-MASEMOLA)	04	0	2	0	2	R
16. RIETFONTEIN WATER PUMPSTATION (NGWARITSI)	03	0	1	0	2	R

17. MAGOKUBJANE WATER PUMPSTATION	02	0	1	0	1	R
18. JANE FURSE RDP PACKAGE PLANT (NEW)	03	0	1	0	2	R
19. JANE FURSE SEWERAGE PONDS (NEW)	03	0	1	0	2	R
20. NEBO SEWERAGE PONDS	02	0	1	0	1	R
21. TSWAING PACKAGE PLANT (NEW)	04	0	2	0	2	R
22. MAMATJEKELE PACKAGE PLANT (NEW)	04	0	2	0	2	R
23. GA-PHAAHLA PACKAGE PLANT	04	0	2	0	2	R
24. MOHLALETSI WATER PUMPSTATION	03	0	1	0	2	R
25. SPEAKER'S HOUSE	03	0	1	0	2	R
TOTAL GUARDS	77					R
SUBTOTAL PRICE PER GUARD CATEGORY						R
VAT						R
TOTAL PRICE FOR THREE YEARS						R

FORM OF OFFER AND ACCEPTANCE

5. OFFER

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this

form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....

 RAND (IN WORDS); R..... (IN FIGURES
).....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the
Tenderer
 (Name and address of organization)

Name and signature
 of witness Date

6. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount

due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.³

Signature(s)

Name(s)

Capacity

for the **Employer**
(**Sekhukhune District Municipality**)
Private Bag x8611
Groblersdal
0470

Name and signature of witness..... Date

PRICING SCHEDULE

SITES NAME	TOTAL GUARDS	DAY		NIGHT		PRICE
		ARMED	UNARMED	ARMED	UNARMED	
CLUSTER 4 - SDM GROBLERSDAL & MARBLEHALL OFFICES & OPERATIONAL SITES						
01. SDM HQ OFFICE. NO.3 WEST STREET	04	0	2	0	2	R
02. SDM BAREKI MALL OFFICES	12	1	7	2	2	R
03. SDM OFFICE LEEUWFontein	03	0	1	0	2	R
04. SDM BAREKI STOREROOM	02	0	1	0	1	R
05. FIRESTATION NO 29 VAN RIEBEECK STR	07	0	3	1	3	R
06. GROBLERSDAL WTW NO. 30 VAN RIEBEECK STR	06	0	2	1	3	R
07. HOUSE NO 44 HOEP-HOEP STR	02	0	1	0	1	R
08. SDM MARBLEHALL OFFICE.	01	0	1	0	0	R
09. GROBLERSDAL SEWERAGE	04	0	1	1	3	R
10. MARBLE HALL SEWERAGE BOOSTER PUMP	03	0	1	0	2	R
11. MARBLE HALL WATER TREATMENT WORKS	04	0	2	0	2	R
12. MABLE HALL FIRESTATION	02	0	1	0	1	R
13. MARBLEHALL WASTEWATER TREATMENT WORKS	05	0	2	1	2	R
14. MOGANYAKE SEWERAGE	03	0	1	0	2	R
15. LEEUWFontein PACKAGE PLANT	04	0	2	0	2	R
16. GROBLERSDAL WTW BOOSTER PUMP	02	0	1	0	1	R
17. GROBLERSDAL SEWERAGE BOOSTER PUMP	04	0	2	1	1	R
18. MOTETEMA WATER PUMPSTATION	03	0	1	1	1	R
19. MOTETEMA SEWERAGE	03	0	1	0	2	R
20. SDM MOTETEMA OPERATIONAL CAMP	03	0	1	0	2	R
22. MARBLEHALL SEWERAGE BOOSTER ERF 829 PARK	03	0	1	0	2	R
23. MARBLEHALL GRANOR WATERBOOSTER	03	0	1	0	2	R

PUMPSTATION -						
24. EXECUTIVE MAYOR'S HOUSE- NTWANE	05	0	2	2	1	R
TOTAL GUARDS	88					R
SUBTOTAL PRICE PER GUARD CATEGORY						R
VAT						R
TOTAL PRICE FOR THREE YEARS						R

FORM OF OFFER AND ACCEPTANCE

7. OFFER

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR SEKHUKHUNE DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

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

<p>.....</p> <p>.....</p>

RAND (IN WORDS); R.....	(IN FIGURES).....
-------------------------	--------------------

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)
 Capacity
 For the
Tenderer
 (Name and address of organization)
 Name and signature
 of witness Date

8. ACCEPTANCE

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when

the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.⁴

Signature(s)

Name(s)

Capacity

for the **Employer**
(Sekhukhune District Municipality)
 Private Bag x8611
 Groblersdal
 0470

Name and signature of witness..... Date

MBD 4**DECLARATION OF INTEREST**

- (i) No bid will be accepted from persons in the service of the state¹.
- (ii) 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.

2 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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

.....

¹MSCM 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.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (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 yes, furnish particulars.

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?
YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

CERTIFICATION

I, THE UNDERSIGNED (NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 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.

(iii) GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (g) Price; and
- (h) B-BBEE Status Level of Contribution.

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

NB: The bid will be evaluated on **FUNTIONALITY and BBBEE**

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not Exceed	

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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

“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

5. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
6. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
7. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
8. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
9. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
10. **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
13. **“non-firm prices”** means all prices other than “firm” prices;
14. **“person”** includes a juristic person;
15. **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
16. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
17. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
18. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
19. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
20. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

$$\text{Ps } 80 \frac{1}{P_{\min}} \frac{P_t - P_{\min}}{P_t} \quad \text{or} \quad \text{Ps } 90 \frac{1}{P_{\min}} \frac{P_t - P_{\min}}{P_t}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, 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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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.

(Tick applicable box)

YES		NO	
-----	--	----	--

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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from

obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRE SS</p> <p>.....</p> <p>.....</p>
--	---

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate or Tax Pin;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9**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

MBD 9

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.

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.

MBD 9

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

SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:																			
Section 2: VAT registration number, if any:																			
Section 3: CIDB registration number:																			
Section 4: Particulars of sole proprietors and partners in partnerships																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name*</th> <th style="width: 30%;">Identity number*</th> <th colspan="2" style="width: 30%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td colspan="2"> </td></tr> <tr><td> </td><td> </td><td colspan="2"> </td></tr> <tr><td> </td><td> </td><td colspan="2"> </td></tr> </tbody> </table>				Name*	Identity number*	Personal income tax number*													
Name*	Identity number*	Personal income tax number*																	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners																			
Section 5: Particulars of companies and close corporations																			
Company registration number																			
Close corporation number																			
Tax reference number																			
Section 6: Record of service of the state																			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																			
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province		<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature																	
<input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity		<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature																	
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th rowspan="2" style="width: 40%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width: 30%;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 15%;">Current</th> <th style="width: 15%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)		Current	Within last 12 months										
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)																	
		Current	Within last 12 months																
* Insert separate page if necessary																			

Section 7: Record of spouses, children and parents in the service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Client/Municipality to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government:
Municipal Finance Management Act

SCHEDULE 1B: AUTHORITY OF SIGNATORY
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of

....., hereby confirm that by resolution of the board (**copy attached**) taken on 20..., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses :

1. Chairman :
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms, acting in the capacity of to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1.	Signature	:	Sole	
		owner	:		
2.		Date	:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms
 acting in the capacity of, to sign all documents in connection with
 the tender for Contract and any contract resulting from it on our
 behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

FORM H - SCHEDULE OF APPROACH AND METHODOLOGY

Attach a detailed proposal in respect of your approach and methodology. Proposal should be well

organized, straightforward, clear, and concise. It must respond specifically to the criteria in this tender document. The color to be used must be Black with the used of font twelve (12)

Understanding of the Terms of Reference

Explain your understanding of the terms of reference or brief. What is required in terms of the project stated above?

NB. You are allowed two (2) additional pages if you deem it fit to do so.

Please provide summary details of your proposed approach and work plan to the successful completion of the project

Please state if you have any innovative approaches for this project mentioned above that you feel will be unique but also economical and superior to normal workable approaches and methodologies recently undertaken as norm.

NB. Your failure to provide SDM with an approach and method mentioned above will automatically render your submission disqualified as such will be utilized in the evaluation.

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- A. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- B. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

(i)	Definitions
(j)	Application
(k)	General
(l)	Standards
(m)	Use of contract documents and information; inspection
(n)	Patent rights
(o)	Performance security
(p)	Inspections, tests and analysis
(q)	Packing
(r)	Delivery and documents
(s)	Insurance
(t)	Transportation
(u)	Incidental services
(v)	Spare parts
(w)	Warranty
(x)	Payment
(y)	Prices
(z)	Contract amendments
(aa)	Assignment
(bb)	Subcontracts
(cc)	Delays in the supplier's performance
(dd)	Penalties
(ee)	Termination for default
(ff)	Dumping and countervailing duties
(gg)	Force Majeure
(hh)	Termination for insolvency
(ii)	Settlement of disputes
(jj)	Limitation of liability
(kk)	Governing language
(ll)	Applicable law
(mm)	Notices
(nn)	Taxes and duties
(oo)	National Industrial Participation Programme (NIPP)
(pp)	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies 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 supplies 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 “Written” or “in writing” means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

² Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

² 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.

21. 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:

5. 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
6. 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 in SCC.

8.1 All pre-bidding testing will be for the account of the bidder.

4. Inspections, tests and analyses

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12.

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

13. Incidental services

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

6. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
7. furnishing of tools required for assembly and/or maintenance of the supplied goods;
8. 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 in SCC, 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:

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
in the event of termination of production of the spare parts:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

8.

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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

10. Contract amendments

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.

11. Assignment

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.

12. Subcontracts

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.

13. Delays in the supplier's performance

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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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 supplies are required, or the supplier's services are not readily available.

- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

v) 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:

10. 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;
11. if the Supplier fails to perform any other obligation(s) under the contract; or
12. if the supplier, in the judgment 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**v) 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.

**(f) 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.

**(g) 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 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.

SECURITY TENDER – 2023 – 2026FY

