



UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

RE-PROVISION OF STANDARD SECURITY GUARD AT VARIOUS UMDONI MUNICIPALITY OFFICES AND PLANTS FOR A PERIOD OF 36 MONTHS.

MN 06/2025

BID NO: 398/2024

NAME & ADDRESS OF BIDDER

Name: _____

Tel: _____

Address: _____

Fax: _____

Cell: _____

E-mail: _____

Postal code: _____

Tender amount: _____



UMDONI MUNICIPALITY

THE J.E.W.E.L OF THE SOUTH COAST

RE - INVITATION TO TENDER

BID NU: 06/2025

MN: 398/2024

Bids are hereby invited to tender for the **Provision of standard security guard at various umdoni municipality offices and plants for a period of 36 months.**

Tender documents will be available from Etender Publication Portal which can be obtained through the following website: www.etenders.gov.za as from **18 DECEMBER 2024**.

Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000). Bidders must achieve minimum 70% on Functionality to qualify for the next stage. The 80/20 preference point system shall be applicable during the evaluation and adjudication of this contract.

Bid documents, clearly marked with bid name and bid number must be deposited in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fischer and Williamson Street, Scottburgh 4180 not later than **12h00 pm on 24 JANUARY 2025** at which time bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via courier services. Bids shall be valid for a period of **120 days** after closing date. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.**

The municipality reserves the right not to make an appointment.

The Umdoni Municipality does not bind itself to accept the lowest, or any bid, either wholly or in part or give any reason for such action.


M.N.G. Khumalo

ACTING MUNICIPAL MANAGER

1. PURPOSE

The UMDONI LOCAL MUNICIPALITY wishes to engage a service provider to render 24-hour security guarding services for its buildings and Close Protection services.

2. BACKGROUD

2.1 LEGISLATIVE AND REGULATORY FRAMEWORKS

The following Acts, Policies, and Procedures must be complied with:

- a. Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001)
- b. Control of Access to Public Premises and Vehicles Act, 1985 (Act No.53 of 1985).
- c. The Protection of Information Act, 1982 (Act No.84 of 1982)
- d. The Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- e. Municipal Finance Management Act, (No 56 of 2003)
- f. Minimum Information Security Standards (MISS)
- g. Minimum Physical Security Standards (MPSS)

Security must be applied in accordance with the needs of the Municipality, regarding the protection of the Municipality's property and staff. Security officials control access to the buildings by monitoring and identifying people and equipment before they are allowed access. The General Manager Community Services is responsible for the enforcement of the provisions of the Control of Access to Public Premises and Vehicles Act, 1985 (Act No.53 of 1985). The primary purpose is to safeguard the buildings under the control of UMDONI LOCAL MUNICIPALITY.


The Control of Access to Public Premises and Vehicles Act, 1985 (Act No.53 of 1985) entails the furnishing of information, the furnishing of identification, declarations concerning hazardous objects and to search the contents of any suitcase, briefcase, handbag, bag, etc, the subjection of persons to electronic examinations and the handing over of any hazardous objects to the security official.

3. SCOPE OF WORK

Render 24-hour security guarding services for its buildings and Close Protection services.

3.1 Security Officers (Grade C)

- 3.1.1** Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) and UMDONI LOCAL MUNICIPALITY Standard Operating Procedures on Access Control.
- 3.1.2** The Security Officers shall be responsible for the protection of Municipal property on the site and the protection of the said property against theft, and vandalism.
- 3.1.3** The protection of the municipal officials against any injuries and threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977).
- 3.1.4** Protect municipal information against any espionage or leaking to unauthorised individuals.

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- 3.1.5 Control or report on the movement of persons or vehicles through checkpoints or gates.
 - 3.1.6 (Patrol the premises and the offices of UMDONI LOCAL MUNICIPALITY.
 - 3.1.7 React to emergency situations.
 - 3.1.8 Ensure that security registers are kept neat and up to date at all times.
 - 3.1.9 Escort employees who carry valuable assets between the buildings and to their parking areas.
 - 3.2 Supervisors (Grade B)**
 - 3.2.1 Take overall responsibility of the shift.
 - 3.2.2 Ensure that Security Officers are posted accordingly.
 - 3.2.3 Ensure that the site is covered and if not report to the control room immediately.
 - 3.2.4 Report any security breaches to the UMDONI LOCAL MUNICIPALITY: General manager Community Services.
 - 3.2.5 Ensure that security personnel present themselves well to the staff members and to the public.
 - 3.2.6 Draft shift roster for the sites.
 - 3.2.7 Ensure that security registers are kept neat and up to date at all times.
 - 3.2.8 Ensure that security equipment is in good condition.
 - 3.2.9 Conduct parades every morning and afternoon.
 - 3.2.10 Act as an emergency officer during emergency situations until the arrival of the UMDONI LOCAL MUNICIPALITY Officials.
 - 3.3 Site Manager (Grade A)**
 - 3.3.1 Oversee all security activities performed by his/her security personnel.
 - 3.3.2 Handle all problems experienced by contractor's security personnel on site.
 - 3.3.3 Attend all problems regarding remuneration, training requirements, family problems of Security Officers.
 - 3.3.4 Ensure that all security equipment required on site e.g. two-way radio, etc. is available.
 - 3.3.5 Be involved in any security operational projects and manage special events from the contractor's perspective.
 - 3.3.6 Advise the UMDONI LOCAL MUNICIPALITY: General Manager Community Services on any security breaches.
 - 3.3.8 Make initiatives to the improvement of security in general.
 - 3.3.9 Liaise with the official responsible for guarding services and where applicable, with Senior Security Officer on duty.
 - 3.3.10 Ensure that parade is conducted daily at 06H00 and 18H00.
 - 3.3.11 Ensure that Security Officers understand how to handle an emergency situation.
 - 3.3.12 Ensure that registers are clean, neat and up to date at all times.
 - 3.3.13 Ensure safety of employees within the buildings.

- 3.3.14** Ensure that Security Officers are always in uniform and display their PSIRA registration cards or access cards.
- 3.3.15** Hold meetings
- Weekly with his/her supervisors
 - Fortnight meetings with the UMDONI LOCAL MUNICIPALITY: General Manager Community Services: Physical Security Operations
 - Monthly meetings with the contractor's security personnel
- 3.3.16** Ensure that all Security Officers understand the needs and expectations of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the Municipality.
- 3.3.17** Ensure that all Security Officers understand the principles of Batho Pele and apply them in their work.
- 3.3.18** Monitor and advise Security Officers on duty at the reception areas regarding the service level agreement, UMDONI LOCAL MUNICIPALITY Security Policy and Standard Operating Procedure, accordingly.
- 3.3.19** In addition to abovementioned responsibilities, the site manager will be expected to be able to administer First-Aid to patients while on the premises of Umdoni Local Municipality, prevent the patient's condition from worsening, speed up the recovery process and to save lives.

4. OPERATIONAL CONDITIONS

| Item No | DESCRIPTION | NO | |
|-----------------------------|---|---------------|----------------------------|
| 4.1 | Service required | | |
| 4.1.1 | The rendering of Guarding Services in and around Umdoni Local Municipality. | 44 Sites | |
| | | | |
| 4.2 | Manpower Required | | |
| Site | Number of security and Grade | DAY | NIGHT |
| Scottsburg main office | 4x grade C | 1 armed guard | 1 armed guard |
| Scottsburg licensing office | 4 x grade C | 1 armed | 1 armed |
| Scottsburg beach | 5x grade C | 3x guards | 2x guards |
| Park Rynie Camp site | 3x grade C | 2x guards | 1x guard |
| Umzinto Disaster Centre | 3 x grade C | 1x guard | 1x guard 1x armed guard |

| | | | |
|-----------------------------|-------------|-----------------|-----------------------------|
| Umzinto Testing Centre | 3x grade C | 1 x armed guard | 2x armed guard |
| UMzinto town hall | 3 x grade C | 1 x guard | 1x armed guard 1x guard |
| Umzinto Library | 2 x grade C | 1x guard | 1 x guard |
| Umzinto Main Offices | 3 x grade C | 1 x guard | 1 x armed guard 1x guard |
| Park Rynie Depo | 2x grade C | 1x guard | 1x guard |
| Park Rynie Planning Offices | 4 x Grade C | 2x guard | 2x guard |
| Pennington Offices | 2 x grade C | 1 x guard | 1x guard |
| Malangeni MPCC | 2x grade C | 1x guard | 1x guard |
| Malangeni Library | 2x grade C | 1 x guard | 1x guard |
| Sezela Library | 2x grade C | 1x guard | 1x guard |
| Ifafa Library | 2x grade C | 1 x guard | 1x guard |
| Scottsburg library | 2 X grade C | 1x guard | 1x guard |
| Shayamoya Library | 2x grade C | 1 x guard | 1x guard |
| Renishaw Depot | 4x grade C | 2x armed guard | 2x armed guard |
| Vulamehlo Library | 3 x Grade C | 1x guard | 1x armed guard 1x guard |

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|----------------------------|-------------|-----------|----------------------|
| Pennington library | 1x grade C | 1x guard | |
| Kelso Humberdale Cemetery | 2x grade C | 1x guard | 1x guard |
| Amahlongwa community hall | 2x grade C | 1x guard | 1xguard |
| Amandawe community hall | 2x grade C | 1x guard | 1x guard |
| Kwa Cele Hall | 2x grade C | 1x guard | 1x guard |
| Grandinagar hall | 2x grade C | 1x guard | 1xguard |
| Shayamola community hall | 2xgrade C | 1x guard | 1x guard |
| Vulamehlo Satelite offices | 4x grace C | 2x guards | 2x guards |
| Nkambula Bakery-ward 3 | 2x grade C | 1x guard | 1x guard |
| Scottbugh Cemetery | 2 x grade C | 1x guard | 1x guard |
| Umzinto Sport Ground | 3x grade C | 1x guard | 1x armed 1x guard |
| Kwa Mpondo Sport field-1 | 2x grade C | 1x guard | 1x guard |
| Mandlalathi Hall – ward 2 | 2x grade C | 2x guard | 1x guard |
| Dlangezwe hall- ward 18 | 2x grade C | 1x guard | 1x guard |
| Mayfield Hall- ward 5 | 2x grade C | 1x guard | 1x guard |
| Nkambula Sportfield-ward 3 | 2x grade C | 1x guard | 1x guard |

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|---------------------------|------------|----------|----------|
| Bhadane Sportfield-ward 4 | 2x grade C | 1x guard | 1x guard |
| Lembe Sportfield-ward1 | 2x grade C | 1x guard | 1x guard |
| Pat Cele hall-ward 2 | 2x grade C | 1x guard | 1xguard |
| Mbungulu hall ward 6 | 2x Grade C | 1x guard | 1x guard |
| Park rynie beach | 6x grade C | 3x guard | 3X guard |
| Prestone beach | 2x grade C | 1x guard | 1x guard |
| Rocky Bay beach | 2x Grade C | 1x guard | 1x guard |
| Mthwalume beach | 1x grade C | 1x guard | |
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5. DETAILED REQUIREMENTS

| ITEM No | DESCRIPTION |
|---------|---|
| 5.1 | Private Security Industry Regulatory Association |
| 5.1.1 | The bidder must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). <i>Proof thereof, a valid copy of registration, must be attached to the bid.</i> |
| 5.1.2 | All Security Officers that the bidder supplies to render the service must be registered as Security Officers in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). |
| 5.1.3 | A copy of the registration certificates in respect of all the Security Officers must be supplied to General Manager Community Services, Umdoni Local Municipality within 7 days commencement of the service |
| 5.2 | Security Officers |
| 5.2.1 | The bidder shall, in order to ensure the continuity of the service to be rendered, allocate specific personnel to the specific sites according to the posting sheet. |
| 5.2.2 | Exchange of any security personnel may only be executed with prior consent of the General Manager: Community Services. |
| 5.3 | Security Officers' Training |

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| 5.3.1 | Security Officers supplied to render the service must be trained in accordance with the PSIRA and SASSETA standards and at PSIRA accredited centres. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act No. 53 of 1985. |
| 5.4 | Supervision of Emergency Assistance |
| 5.4.1 | The bidder must have a well established and equipped twenty-four (24) hour security control room in Scotburgh or within 60km radius. The control room must be accessible during emergency situations. |
| 5.4.2 | The bidder must furnish details of equipment, etc. that is available in the security control room. NB: Umdoni Local Municipality holds the right to inspect such control room at any point during the contract. |
| 5.4.3 | The bidder must have a Site Manager assigned with a vehicle, |
| | laptop with internet connectivity, cell phone and twenty-four (24) |
| | hour communication. |
| 5.5 | Minimum wages |
| 5.5.1 | It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the Collective Agreement with the National Bargaining Council for the Private Security Sector. The wages must be in line with the grades which the security officers have acquired at the time of deployment at the Umdoni Local Municipality sites. |
| 5.5.2 | The bidder is expected to be financially stable and be able to cover minimum salaries of its employees. Bank Rating letter to be provided – Minimum Grade C |
| 5.6 | Assumption of duty |
| 5.6.1 | Bidders must be in a position to assume duty as per the effective date of the Service Level Agreement. |
| 5.7 | Price escalation fees |
| 5.7.1 | Escalation fees are to be requested in writing by the bidder within one month of publication on the Gazette by the Department of Employment and Labour |
| 5.8 | Provision of personnel in emergency situations |
| 5.8.1 | Bidders must have a contingency plan that enables provision of reasonable number of security officers on site during emergency situations. |
| 5.9 | Security Services |
| 5.9.1 | The bidder undertakes to provide high standards of service based on the ULM Standard Operating Procedures |
| 5.9.2 | The bidder must ensure that their officers are always presentable and dressed in line with a corporate environment |

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| 5.9.3 | <p>All possible steps shall be taken by the contractor to ensure that the contract execution of this agreement will take place. These steps include, inter alia, the following:</p> <ul style="list-style-type: none"> a) The protection of state officials from injury, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977); b) The protection of state property at the intended sites and the protection of said property against damage, vandalism, or theft; c) The protection of Information; and d) Ensure that there is no interruption of Umdoni Local Municipality business process. |
| 5.10.1 | <p>Site Manager</p> <p>The site manager should possess the following qualifications:</p> <ul style="list-style-type: none"> ● Grade 12 ● Grade A PSIRA ● Driver's License ● National Key Point certification ● Supervisory skills/training ● First Aid training level II ● Administrative skills ● At least three (3) years' experience as a site manager ● Good report-writing skills ● Good site management skills ● Good communications skills (read and write) |
| 5.10.2 | <p>Supervisors</p> <p>Supervisors should possess the following qualifications:</p> <ul style="list-style-type: none"> ● Grade 12 ● PSIRA Grade B ● Supervisory skills training ● First Aid level I ● Computer skills ● At least two (2) years' experience as a supervisor ● Good communication skills (read and write) |
| 5.10.3 | <p>Security officers</p> <p>Security officers should possess the following qualifications:</p> <ul style="list-style-type: none"> ● Grade 12 ● PSIRA Grade C ● First Aid level I ● Computer skills ● At least two (2) years' experience ● Good communication skills (read and write) ● National Key point (for SITA site) |
| 5.10.4 | <p>Operational Manager</p> <ul style="list-style-type: none"> ● Grade 12 ● Grade A PSIRA ● Driver's License ● National Key Point certification ● Supervisory skills/training ● First Aid training level II ● Administrative skills ● At least three (5) years' experience as a site manager |

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| | <ul style="list-style-type: none"> ● Good report-writing skills ● Good site management skills ● Good communications skills (read and write) ● Management Skills ● Computer Literacy ● Communication |
| 5.10.5 | The Umdoni Local Municipality holds the right to screen and interview the Security Officers supplied to render the service within seven (7) days after commencement of the service and make a written request to immediately replace the officer should they not meet the criteria or perform to the accepted standard. |
| 5.10.6 | The bidder must submit a recent SAPS Clearance report (at the bidder's own expense) to the Umdoni Local Municipality Security Manager, in respect of all personnel he/she supplies to render the service, within fourteen (14) days after commencement of the service. |
| 5.10.7 | Security Officers performing duties at the reception counters must be computer literate and possess basic typing skills. |
| 5.11 | Security screening and Oath of secrecy |
| 5.11.1 | Directors of the company shall be subjected to a security screening process prior to the commencement of the contract. |
| 5.11.2 | All security personnel and everyone involved in the project will be subjected to security screening by the State Security Agency. ULM reserves the right to rescreen the above personnel as and when there is a need to do so. |
| 5.11.3 | All personnel of the company including directors shall sign a " Declaration of Secrecy " upon commencement of the contract. |
| 5.11.4 | The Site Manager, Supervisors and Security Officers will be required to sign an undertaking in which they declare that they will refrain from any action which might bring the name of the ULM or the state into disrepute. |
| 5.12 | General requirements for security personnel |
| | The following general requirements apply: |
| 5.12.1 | At all times Security Officers must present an acceptable image and appearance which implies, inter alia, that they may not sit, lounge about, read the newspaper, smoke, eat or drink while attending to clients of Umdoni Local Municipality or members of the public. |
| 5.12.2 | The Site Manager, Supervisors and Security Officers must at all times present a dedicated attitude, implying, inter alia, that there shall be no unnecessary arguments with visitors/staff or display discourteous behaviour towards them. |
| 5.12.3 | The Site Manager, Supervisors and Security Officers must be physically healthy and medically fit to execute their duties. |
| 5.12.4 | Umdoni Local Municipality retains the right to ascertain from PSIRA as to whether the Site Manager, Supervisors and Security Officers are in good standing with the PSIRA. |
| 5.13 | Uniforms, identification and documents |
| 5.13.1 | The contractor shall ensure that, at the commencement of the contract, all security officers are deployed in complete uniform. The uniform for the security officers shall be as corporate and shall include that of summer and winter. The contractor shall ensure that each member of his/her security personnel is at all times when on duty fully equipped in respect of: A neat and clearly identifiable uniform of the company, which will include matching raincoats, umbrellas, overcoats, gloves, appropriate headgear and warm winter uniform for personnel performing duties outside the building. A clear |

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| | <p>identification card of the company with the member's photo, identification and staff number on it, worn conspicuously on his/her person at all times.</p> <p>Alternatively: The valid identification card issued by the PSIRA shall be worn by security officers Bidders must keep proper files as well as appropriate documents of all security personnel, who are employed for rendering the service to Umdoni Local Municipality. These documents must be available for inspection by representatives of Umdoni Local Municipality. The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates, and medical certificates.</p> |
| 5.14 | Registers to be utilized and maintained |
| 5.14.1 | The service provider will be required to utilize Occurrence Book/Register and Access Control Register/Forms, to be made available on the site. |
| 5.14.2 | Occurrence Book/Register – The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officers whilst on duty for later reference. |
| 5.14.3 | Compulsory Entries: All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must all be legible and in black ink. |
| 5.14.4 | Occurrence/events however important, slight or unusual with reference to the correct time and relevant actions taken. |
| 5.14.5 | All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times. |
| 5.14.6 | The issue and/or receipt of keys, indicating the time and by whom they were received and delivered. |
| 5.14.7 | The locking/unlocking of doors/gates, indicating the time, date and by whom. |
| 5.14.8 | The handing over of shifts must be recorded including, names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing over must sign the entries. |
| 5.14.9 | Occurrence Book/Register: After handing over of the shifts the person who has come on shift must make an entry that he/she has read the occurrence register in order to acquaint himself/herself with events that occurred during the previous shift. |
| 5.14.10 | Records all site visits by Supervisors and Management: These entries must be made in red ink. |
| 5.14.11 | Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled at the side. |
| 5.15 | Shift Rosters |
| 5.15.1 | The purpose of the shift roster is to serve as proof at all reasonable times personnel be on duty per shift are indeed present. |
| 5.15.2 | Daily, weekly, monthly shift roster of all security personnel must be drawn up by the contractor and kept at all 44 sites. |
| 5.15.3 | Any changes to the shift roster shall be crossed out by a single line, initialled, dated and noted in the occurrence register. |
| 5.15.4 | The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract. |

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| 5.15.5 | The bidder will be expected to provide a duty sheet for each customer contact point. |
| 5.16. | Two-way Radios |
| 5.16.1 | The purpose of the two-way radio communication is to ensure that there is immediate communication between the various duty points on the site, Umdoni Local Municipality's security control room and the contractor's control room. |
| 5.16.2 | The base radio is to be installed by the contractor at a static duty point for better communication between the site and the contractor's control room. |
| 5.17 | Contact with Municipality Representative |
| 5.17.1 | The bidder is required to be available for any meetings that may be arranged by the Umdoni Local Municipality. |
| 5.17.2 | The bidder will be expected to submit in writing periodic operational site reports to the Umdoni Local Municipality. |
| 5.18 | Maximum shift hours |
| | Shifts are to be limited to twelve (12) hours per security officer. |
| 5.19 | Labour unrest incidents |
| | Contingency Plans must be made available on how the bidder will ensure non-interruption of business processes due to Labour unrest i.e. labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor. Such must be agreed upon between the parties before implementation. |
| 5.20 | General |
| | <p>The contractor's personnel must at all-time refrain from littering and keep the grounds/building/work area occupied by them clean, hygienic and neat.</p> <p>Under no circumstances will any security personnel be allowed to trade on the premises.</p> <p>The contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement and article or object of any nature whatsoever, in or against the Umdoni Local Municipality's buildings or sites or any part thereof without written consent. The contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable.</p> <p>Any sign, printed matter, painting, name plates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The contractor shall be held responsible for the costs of such removal.</p> |

6 CLOSE PROTECTION SERVICES

Adhoc security services such as armed guarding and close protection services for both mobile and static services. The close protection services will be procured as and when the need arises and the requirements will be on a case to case basis.

7 DURATION AND CONDITIONS OF THE TENDER

- 7.1 The duration of the contract will be for a period of 36 months, commencing on the effective date as per the Service Level Agreement.
- 7.2 The roles, responsibilities and accountability of a successful bidder stipulated in the bid specification will include close protection services. The close protection services will be procured as and when the need arises.
- 7.3 The successful bidder shall be obliged to sign a Service Level Agreement after the bid is awarded.

8 EVALUATION PROCESS AND CRITERIA

8.1 PHASE 1A: MANDATORY REQUIREMENTS

(Bids will be considered invalid and will not be evaluated further if the following requirements are not met)

Bidders shall provide the following information to Umdoni Local Municipality:

- 8.1.1 Valid PSIRA company registration certificate.
- 8.1.2 Registration on the Central Supplier Database (CSD)
- 8.1.3 Valid PSIRA registration certificates for managing director (Owner of the company) as well as the management team to render security services (Grade A).
- 8.1.4 PSIRA Employee Listing.
- 8.1.5 PSIRA Letter of Good Standing
- 8.1.6 Proof of registration with National Bargaining Council for Private Security Sector (NBCPSS)
- 8.1.7 Valid Public and Security Liability insurance
- 8.1.8 Letter of good standing with Private Security Sector Provident Fund (PSSPF)
- 8.1.9 Letter of good standing for medical insurance for security officers – (Affinity Health)

- 8.1.10 Proof of registration with South African Security Association (SASA)
- 8.1.11 ICASA Radio Licence or an Agreement with leasing company for the radios
- 8.1.12 Copies of the vehicle registration and or lease agreement for the response vehicle for emergency response.
- 8.1.13 Bank Rating letter to be provided – Minimum Grade C
- 8.1.14 The Cost /fee structure must contain the pricing schedule (**SBD 3.3**), which includes: the total bid prices for stated time frame.

N.B FAILURE TO COMPLY WITH ABOVE REQUIREMENTS WILL LEAD TO DISQUALIFICATION

NOTE: Additional Required Documents (Not for elimination)

- a) Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified)
- b) Provide letter of good standing in line with the Compensation for Occupational Injuries and Diseases Act (COIDA)

8.2 COMPLIANCE WITH LABOUR AND RELATED LEGISLATION AND STANDARDS

- 8.2.1 The Bidder undertakes to, always, including for the full duration of the contract, be compliant with all labour and related legislation.
- 8.2.2 The Bidder acknowledges that it's non-compliance with legislation and standards may potentially negatively reflect on the Municipality. As the Municipality cannot be seen to condone unfair labour practices, non-compliance by the Bidder shall be a ground for terminating the contract.

8.3 PHASE 1B: FUNCTIONALITY EVALUATION

- 8.3.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- 8.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 8.3.3 Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- 8.3.4 The panel members will individually evaluate the responses received against the following criteria as set out below:

- 8.3.5 Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.

Functionality

A bidder that scores less than **70** points out of **100** as per categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

Competency

| No | Criteria | Weight | Scoring Criteria | Score & comments |
|----|--|--------|---|------------------|
| 1. | Company proven record The company must provide reference letters of similar projects of work done in past 5 years (contactable references that will be verified). The letters must address Successfully completed projects/s in the following sequence: Copy of an appointment letter/s, description of the project. Client name, Client contact (i.e., email and office number), Project start date, project end date, contract value. | 50 | 5- Excellent 5 or more reference letters submitted reflecting all items and discussed in detail | 50 |
| | | | 4- Very Good 4 reference letters submitted reflecting all items | 40 |
| | | | 3 -Good 3 reference letters submitted | 30 |
| | | | 2- Average 2 reference letters submitted reflecting some items with little to no detail | 20 |
| | | | 1 – Poor Reference letters submitted | 10 |
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| | | | | |
|----|---|----|--|----|
| 2. | Experience of the Operational Manager in the management of a site that renders security guarding services. (attach CV's with relevant experience) The final score will be averaged according to the CVs. | 20 | 5- Excellent 9 or more years of Work Experience in managing a site that renders security guarding services. | 20 |
| | | | 4- Very Good 6 to 8 years of work Experience in Managing a site that Renders security guarding services. | 15 |
| | | | 3- Good 5 years of work experience managing a sitethat renders security Guarding services. | 10 |
| | | | 2- Average Less than 2-4 years of Work experience Managing a Site that renders securityguarding services. | 5 |

1.-Poor

0-1 years' experience In managing a company that renders security Guarding services.

0

| | | | | |
|---|---|----|---|----|
| 3 | A detailed Project Plan outlining the following aspects: <ul style="list-style-type: none"> ● Contingency plan with time frames ● Recruitment strategy ● Health and Safety Plan ● Implementation Plan ● Provide proof of ownership or lease agreement for vehicles) | 30 | 5 = Excellent: Plan presented reflecting more than 5 items and discussed in detail | 30 |
| | | | 4 = Very Good: Plan presented at least 5 Items | 20 |

8.4 PHASE 1C: SITE INSPECTION

Compulsory Site inspection for the shortlisted bidders

| No | Criteria | Weight | Scoring criteria | Score & Comments |
|----|--|--------|---|------------------|
| 1. | Infrastructure: Operational Office of the company and/or Location of Control Room must be in Scottburgh or within a 60km radius from Umdoni Local Municipality Buildings | 40 | 5- Excellent Operational Office and/ or control room in Scottburgh within 20 km radius from ULM main Office | 40 |
| | <i>(Proof of ownership or lease agreement of office building must also be made available during the side inspection).</i> | | 4- Very Good Operational Office and/ or control room in Scottburgh within 50 km radius from ULM main office | 30 |
| | | | 3- Good Operational Office and/ or control room in Scottburgh within 60 km radius from ULM Building. | 20 |
| | | | 2- Average Operational Office and/ or control room in Scottburgh further than 65 km radius from ULM | 10 |
| | | | | 0 |
| | | | 1-Poor No office or office in place | |

| | | | | |
|----|--|----|---|----|
| 2. | Human Resources Management (Structure in place to deal with recruitment, employee relations and training, list of vehicles (Provide proof of ownership or lease agreement for vehicles) and Finance documentation: | 30 | 5- Excellent Organogram provided with at least three HR Policies to address requirements, electronic HR filing system in place with capabilities to easily extract personnel records. | 30 |
| | | | 4- Very Good Organogram provided with at more than three HR Policies to address requirements and electronic filing system in place to preserve the information. | 20 |
| | | | 3- Good Organogram provided with at least three HR Policies to address requirements and filing system in place to preserve the information | 10 |
| | | | 2- Average Organogram provided with at least two HR Policies to address requirements | 5 |
| | | | 1-Poor No proof of HR structure and employee information | 0 |

| | | | | | |
|--|-----------------------------|--|----|--|----|
| 3. | Fully equipped control room | <ul style="list-style-type: none"> •Base Radio/portable radios that can be able to communicate •60km radius Telephones •Email •Emergency Numbers in •Control Room UPS / Back-up Generator •CCTV cameras | 30 | 5- Excellent Control room in place and fully equipped with qualified operators. Electronic monitoring systems installed to communicate with mobile resources to ensure quick turnaround times As well as all the sites within a 60km radius. | 30 |
| | | | | 4- Very Good Control room fully equipped with communication system and qualified operators and able to communicate within 40km radius. | 20 |
| | | | | 3- Good Control room in place fully equipped And able to communicate with multiple sites within 25 km radius. | 10 |
| | | | | 2- Fair Control room in place equipped and able to communicate with at least two sites situated with the 15km radius. | 5 |
| | | | | 1-Poor Control room in place but not equipped with communication systems. | |
| | Total | 100 | | | |
| | Threshold | 60 | | | |
| (failure to meet this threshold your bid will be disqualified) | | | | | |
| | | | | | |

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| <p>Percentage by black owned.</p> <ul style="list-style-type: none"> • 100% company owned/director/s/shareholders by people who are Black = 20 points • ≥51% and <100% company owned/director/s/shareholders by people who are Black = 10 points • >0% and <51% company owned/director/s/shareholders by people who are Black = 5 • 0% company owned/director/s/shareholders by people who are Black = 0 points | 20 | <p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used in verifying the tenderer's status)</p> <ul style="list-style-type: none"> • Company Registration Certification/document (CIPC) • Company Shareholders certificate • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • B-BBEE Certificate of the tendering company. • Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. |

NB: Please attach proof of the above.

9. TERMS AND CONDITIONS

- 9.1 Particular project/service will be initiated by means of written instructions to the successful bidders.
- 9.2 Umdoni Local Municipality reserves the right to screen and vet shortlisted service providers before appointment.
- 9.3 Umdoni Local Municipality reserves the right to terminate the contract in the event that there is clear evidence of a breach of the agreed specifications.
- 9.4 Umdoni Local Municipality will appoint one service provider for this project.
- 9.5 Operational Office of the company and/or Location of Control Room must be in Scottburgh or within a 60km radius from Umdoni Local Municipality buildings (240 Madiba Street building)

10. TIME FRAMES

| Output | Period |
|--|-----------------|
| RENDERING OF 24-HOUR SECURITY GUARDING SERVICES FOR THE Umdoni Local Municipality BUILDINGS, and CLOSE PROTECTION SERVICES FOR THE 36 MONTHS | THREE (3) YEARS |

11. PENALTIES/WARRANTIES

- 11.1 Umdoni Local Municipality reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. Umdoni Local Municipality shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 11.2 Should any reference check, audit or inspection reveal that the Contractor has not complied with any of the terms of the previous contract, Umdoni Local Municipality reserves the right to reject the bid.

12. INSTRUCTIONS FOR THE BID PROPOSAL

- 12.1 This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the bidders.

12.2 The requested information should be inserted and no changes to the layout should be made on the RFP Park.

12.3 Umdoni Local Municipality requires a clear, concise and factual response. Bidders shall consult, in writing, with the Umdoni Local Municipality official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.

12.4 Proposals must be compiled in the following manner:

- a. Clear indexing of the proposal content must be included.
One **(1)** original proposal (marked 'original')

12.5 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal.

- a. Name of bidder
- b. Description of proposal
- c. RFP Number
- d. Closing date and time

12.6 In the case of Joint Ventures and consortium, proposals must contain:

- a. Teaming Agreements
- b. Consolidated B-BBEE certificate for all members of the Joint Venture and consortiums is required

12.7 Bid costs

The Bidder will be liable for all costs incurred in response to this request.

- a. The bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the Umdoni Local Municipality before submitting a completed response. Failure to do so will be at the bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.
- b. Bidders shall take into account that the Umdoni Local Municipality's total requirements.
- c. The selected bidder(s) will be required to enter into a written agreement with Umdoni Local Municipality. This RFP or any part thereof may be incorporated into and made part of such an agreement. Umdoni Local Municipality shall not

incur any obligation or liability towards the selected bidder(s) until a written contract has been signed by the duly authorised Umdoni Local Municipality representative and the bidder(s).

13. TENDERING DETAILS

13.1 Contact Details for administrative procurement enquiries

- Supply Chain Management Unit; Email:

14. LATE SUBMISSIONS

Proposals submitted after the specified closing date and time will not be considered.

| | Categories | Weight | 80 20 | Supporting Documentation | | |
|----|--|---------------|-----------------|---------------------------------|------------------|------------------|
| 1 | Ownership | 100% | 10 | | | |
| 2 | Reconstruction & Development Programme | 50% | 10 | | | |
| | | | | | | |
| | SPECIFIC GOAL POINTS | 100% | 20 | | COMPANY A | COMPANY B |
| | Specific Goal(s) | Weight | 80 20 PP | | 80/20PP | |
| 1 | Ownership Categories : | | | | | |
| | 1. an EME or QSE which is at least 100% owned by black people; | 100% | 10 | Sworn-Affidavit QSE/EME | 10 | |
| | 2. an EME or QSE which is at least 51% owned by black people; | 50% | 5 | Sworn-Affidavit QSE/EME | | |
| | 3. an EME or QSE which is at 25% - 50% owned by black people; | 25% | 2 | Sworn-Affidavit QSE/EME | | |
| 2. | Promotion of Local Business(s) - RDP | | | | | |
| | 1. Enterprise Located within the Umdoni Municipality | | 10 | Utilities: POR*: SAPS Affidavit | 10 | |
| | 2. Enterprise Located within the District Municipality. | | 5 | Utilities: POR*: SAPS Affidavit | | |
| | 2. Enterprise Located within the Province | | 2 | Utilities: POR*: SAPS Affidavit | | |
| 3 | Total | | 20 | | 20 | |



UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

EXPERIENCE

| NAME OF CLIENT, CONTACT PERSON & CONTACT NUMBER | RELEVANT EXPERIENCE | VALUE OF ORDERS SUPPLIED | DATES / YEARS |
|--|----------------------------|---|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Date: _____ Signature: _____

Print Name: _____

PART A INVITATION TO BID

| | | | | | |
|---|---|---------------|------------|---------------|----------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | 06/2025 | CLOSING DATE: | 24/01/2025 | CLOSING TIME: | 12:00 PM |
| DESCRIPTION | RE-PROVISION OF STANDARD SECURITY GUARD AT VARIOUS UMDONI MUNICIPALITY OFFICES AND PLANTS FOR A PERIOD OF 36 MONTHS | | | | |
| 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

CNR BRAM FISCHER AND WILLIAMSON STREET

SCOTTBURGH

4180

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: |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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 | FINANCE | CONTACT PERSON | Mr B Ntsebeshe |
| CONTACT PERSON | MR D NYATHI | TELEPHONE NUMBER | 039 974 1419 |
| TELEPHONE NUMBER | 039 976 1202 | FACSIMILE NUMBER | 039 976 0017 |
| FACSIMILE NUMBER | 039 976 0017 | E-MAIL ADDRESS | Bonganin @umdoni.gov.za |
| E-MAIL ADDRESS | davidn@umdoni.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 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. | |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. | |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. | |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA . | |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. | |
| 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. | |
| 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. | |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / 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

3.11.1 If yes, furnish particulars

.....
.....

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

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

| POINTS | |
|--|------------|
| PRICE | |
| SPECIFIC GOALS | |
| Total points for Price and SPECIFIC GOALS | 100 |

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

| | | |
|---|-----------|---|
| 80/20 | or | 90/10 |
| $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or | $Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“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.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations

D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 4.3.1 | If so, furnish particulars: | | |
| | | | |
| 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

Js367bW

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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

Js9141w 4

APPENDIX 3: TERMS AND CONDITIONS: GOODS

1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order in terms of this purchase order. No other terms and conditions shall be binding upon the Purchaser unless accepted in writing.
3. An advice note or packing slip bearing the Purchaser's order number must be sent to the Purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing the Purchaser's order number must be enclosed with the goods.
4. An invoice bearing the Purchaser's order number shall be sent to the Purchaser on the day on which goods are dispatched.
5. Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied with the goods rendered. The Purchaser shall not be responsible for delays in payment which are beyond its reasonable control.
6. The price herein specified, shall otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods rendered in terms of this agreement.
7. Ownership of and the risk in and to the goods shall pass to the Purchaser only upon receipt of the goods by the Purchaser in or on its premises and upon an authorized signatory certifying that the goods were received in good order.
8. Materials bought or obtained by the Vendor for use on contract works, shall become the property of the Purchaser immediately when the relevant portion of the actual price of the materials is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and the title to the contract works shall pass to the Purchaser in proportion to the amount paid to the Vendor in accordance with the terms of payment.

9. The Vendor indemnifies the Purchaser against all loss of any kind whatsoever which may be occasioned by loss or damage to the material or works concerned in this agreement, whether these are the property of the Purchaser, the Vendor or of any other party.
10. The Purchaser shall not be liable for any loss, damage or expense arising from the Vendor's execution of the order with the Purchaser and the Vendor shall indemnify and keep the Purchase indemnified against any loss, damage, expense or injury to any property or any person in consequence of any defect in design (not originating with the Purchaser) work or material or from any negligence of the Vendor, its servant or agents. If the Purchaser becomes subject to any such claim, the Vendor shall render all reasonable assistance as required by the Purchaser to settle or defend any such claim or arbitration or proceeding arising there from and shall be liable for inter alia all legal fees incurred by the Purchaser in defending and/or settling such claims.
11. All delivery instructions of the Purchaser shall be strictly complied with and failure to do so will render the order subject to total or partial cancellation at the option of the Purchaser and the Purchaser shall be entitled to Purchase such goods elsewhere and debit the contractor with any loss, expense and cost thereby incurred.
12. The Vendor is required to acknowledge receipt and acceptance of this purchase order and the terms and conditions therein. Non-receipt of the Vendor's acknowledgment within three (3) working days from the date of this purchase order shall be deemed to signify acceptance by the Vendor of this purchase order and its conditions.
13. All goods delivered under any order of the Purchaser must be strictly to the quality control, engineering and building specifications, drawing, descriptions, samples or any other data furnished or adopted by the Purchaser and all goods must be in a new condition when delivered.
14. The Vendor warrants that all goods delivered under this order are fit and sufficient for the purpose for which they are intended to be used, that they are of merchantable quality and free from defects, whether they are patent or latent, in both material and workmanship.
15. The terms of all orders of the Purchaser or information supplied thereunder or derived therefrom are strictly confidential and shall not be divulged to any third party.

16. Failure by the Purchaser to enforce any of these issues shall not be construed as a waiver of any of the Purchaser's rights hereunder.

Responsibilities of the Vendor:

1. In accordance with the requirements of the Request for Quotation, provide Goods in the quantity, on or before the due date determined in or stated in a written order issued by the Purchaser.
2. Ensure that all goods shall be packaged with the provisions of the Request for Quotation. Where no provisions are made in the specifications for packaging, the goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in stores.
3. Ensure that all containers (including packaging cases, boxes, tins, drum and wrappings) supplied by the Vendor shall be considered as non-returnable, and their cost having been included in the price of the goods.
4. Ensure that each consignment is clearly marked on the outside of the consignment or package with the Vendor's name and full details on the destination in accordance with the Purchaser's order and include a packaging note stating the contents thereof.
5. Ensure that on dispatch of each consignment, the Vendor shall send to the Purchaser at the address for delivery of the goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch.
6. Send to the purchaser a detailed priced invoice as soon as reasonably practical after dispatch of the goods.
7. Ensure that the delivery of goods is effected within 7 days from receipt of the Purchaser's order, or if otherwise specified by the Purchaser. Should the Vendor have reason to suspect delays in delivery, the Vendor shall advise the Purchaser upon receipt of an order, in writing, of any anticipated delays citing reasons therefore and put forward a new anticipated delivery timeline. The Purchaser may extend the delivery date as it sees fit. Unless and until the Vendor receives a notification of the new, extended delivery date, there shall be no extension to the delivery date.

Responsibilities of the Purchaser:

1. The Purchaser will co-operate with the Vendor and provide the Vendor with such data, information and assistance as the Vendor may reasonably require either enabling or facilitating the Vendor to comply with its obligations under this Agreement.
2. The Purchaser shall supply the Vendor with reasonable access to relevant premises, personnel, equipment and systems as the Vendor may reasonably require for the purposes of its obligations, provided that the Purchaser shall then not be required to incur any extra costs without its prior agreement which may be refused at its sole discretion;
3. The Purchaser shall ensure that any party over whom it has direct control performs its functions and duties as may be reasonably required by the Vendor to enable it to comply with its obligations under this Agreement;
4. If the Purchaser is requested by the Vendor, but without absolving the Vendor from any of its service provision obligations, the Purchaser will utilise its best efforts to facilitate compliance and/or co-operation from other third parties and role-players with whom the Vendor requires to interact in order to comply with its obligations under this Agreement.

Special Conditions of Contract:

Signed on behalf of the Purchaser:

Designation: _____

Date: _____

Signed on behalf of the Vendor:

Designation: _____

Date: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.