



UMKHANYAKUDE DISTRICT MUNICIPALITY

PANEL OF SERVICES PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS.

BID No:

SCMU 014/2025/2026

BID DESCRIPTION:	PANEL OF SERVICES PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS.
CLOSING DATE:	12h00, Monday, 20 APRIL 2026
NAME OF BIDDER:
CONTACT PERSON:
STREET ADDRESS
TEL:	CELL:
..... ...	
FAX:	E-MAIL:
.....	

PREPARED FOR:
UMkhanyakude
District Municipality
13433 Kingfisher
Avenue
Mkuze
3965

INVITATION TO BID

uMkhanyakude District Municipality invites prospective service providers to submit bids in accordance with the Terms of Reference provided in this invitation.

BID NO.	PROJECT NAME
SCMU 014/2025/2026	PANEL OF SERVICES PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS.
COLLECTION OF BID DOCUMENTS:	Bid documents available on www.etenders.gov.za from 19 March 2026
COMPULSORY SITE INSPECTION AND BRIEFING MEETING:	NONE
BID CLOSING:	12h00, Monday, 20 APRIL 2026. Bids must be delivered at uMkhanyakude District Municipality Offices no later than the time and date indicated above. The delivery address is 13433 Kingfisher Avenue, Mkuze, KwaZulu-Natal.

The Bid evaluation process will be conducted in three stages as follows:

Stage 1: Administrative Compliance.

Stage 2: Preferential System will be applied using the 90:10 points system, where 90 points are allocated to price and 10 points are allocated to Special Goals (MBD 6.1) in terms of UKDM SCM Policy.

Stage 3: Award Criteria

- ✓ **See attached Evaluation Criteria**

Bids must be sealed, externally endorsed with the **Project Name: "PANEL OF SERVICES PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS."** Bid No: **SCMU 014/2025/2026** to be deposited in the uMkhanyakude District Municipality Tender Box, 13433 Kingfisher Avenue, Mkuze.

All technical enquiries regarding this bid must be directed **in writing** to the uMkhanyakude District Municipality Office of the Municipal Manager contact person: Mr. T.K Msweli, Mr. S.S Mavuma or SCM Unit.

Should you not receive communication from uMkhanyakude District Municipality within 90 days of submitting your bid; accept your submission is unsuccessful.

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

***** D: Failure to comply with these Sections will prejudice the tender.**

No.	Description	<u>Tenderer to Tick (✓)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in BLACK INK and all corrections counter-signed? (No correction fluid used)		<i>D</i>	
2	Have all tendered rates been priced in BLACK INK as per PSIRA and corrections counter-signed? (No correction fluid used)		<i>D</i>	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		<i>D</i>	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	N/A	<i>D</i>	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		<i>D</i>	
7	Has the "Tender Form" been completed and signed?		<i>D</i>	
8	Has the "Special Goals Claim Form in terms of the UKDM SCM Policy" been completed in its entirety and signed?			
9	As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
11	Is a valid Tax Clearance Status Verification Pin attached to the tender document?		<i>D</i>	
12	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document? (Not older than 3 three months)		<i>D</i>	
13	Has the Proof of payment of municipal services (Not older than 3 three months) or Lease Agreement attached?			
14	Has the tenderer submitted all the required information in terms of claiming the specific goals as noted in this tender document? (ID Copy, Company Registration, Full CSD Report not older than 3 months, Medical Certificate – in case of a disabled person)			

Name of Tenderer : _____

Signature : _____



TENDER NOTICE

Umkhanyakude District Municipality hereby invites tenders from qualifying service providers to assist the Municipality with the **PANEL OF SERVICES PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS.**

Tender documents will be made available to tenderers from 19 March 2026.

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za

Any enquiries relating to this tender must be forwarded to scm@ukdm.gov.za (SCM related). **Note that no enquiries will be attended to within the last three (3) calendar days before the date of tender closing.**

Tenders must be submitted in hard copy contained in sealed envelopes and marked with “**Contract No.** and the **Contract Description**” must be placed in the Tender Box located in the Foyer, Municipal Building, not later than **12h00 on Monday, 20th of April 2026** when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: Three (3) months commencing from the closing date of tender.

Tender Adjudication/Evaluation Criteria: The tender shall be evaluated on a Three Stage Evaluation System – Stage One: Compulsory returnable documents, Stage Two: Functionality and Stage Three: 90/10 Special Goals System in accordance with the UKDM SCM Policy. The Functionality for Stage One shall be evaluated on the following criteria:

Criteria	POINTS
Experience of the bidder.	30%
Qualifications and Certificates.	50%
Proposal for provision of security.	20%
TOTAL	100%

The bidders should obtain the minimum functionality score of 70%.

PREFERENCE / SPECIFIC GOAL POINTS WILL BE AWARDED AS FOLLOWS:

SPECIFIC GOAL	NUMBER OF POINTS (90/10) PREFERENCE SYSTEM	REQUIREMENTS TO CLAM
1. Enterprise owned by Black people ≥ 51%	2	Certified ID Copies / CSD Full Report / Shareholder certificate
2. Enterprise owned by Women ≥ 51%	2	Certified ID Copies / CSD Full Report / Shareholder certificate
3. Enterprise owned by Youth	2	Certified ID Copies / CSD Full Report / Shareholder certificate
4. Enterprise owned by Disabled Persons	2	Medical Certificate
5. Enterprise owned by SMME`S – QSE and EME	2	CSD Full report / Proof of municipal accounts / affidavit / proof of residence signed by ward councilor (for those residing in rural areas) / lease agreement

Please ensure that the following compulsory documentation are attached:

Proof of compliance with their tax obligations with the South African Revenue Service (SARS); Proof of registration with the central supplier database (CSD); Proof of Good Standing with Municipal Account / Municipal Statement or Lease Agreement; MBD 3; MBD 4 – Declaration of Interest; MBD 5 - Declaration For Procurement Above R10 Million; MBD 6.1 – Specific Goals; MBD 8 – Declaration of bidders past SCM practices; and MBD 9 – Independent Bid Determination.

Bidders shall take note of the following bid conditions:

1. The UMkhanyakude District Municipality Supply Chain Management Policy will apply;
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
4. Price(s) quoted must be firm and must specify whether inclusive of VAT (if a VAT vendor).

All bid documentation must be completed in its entirety and signed. Failure to submit the above documentation will disqualify your bid. Bidders must indicate their registered business address for the municipality to validate the good standing with municipal accounts.

UMkhanyakude District Municipality does not bind itself to accept the lowest quotation and reserves the right to accept the whole or any part of the quotation. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

DR SR NTULI

ACTING MUNICIPAL MANAGER

LIST OF COMPULSORY RETURNABLE DOCUMENTS

The following compulsory returnable documentation or certified copies thereof must be included in the proposal and will form part of the evaluation criteria, invalidity or non-submission will immediately disqualify the proposal.

The list of returnable documents comprises the following:

1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS ARE REQUIRED FOR COMPLIANCE AND TENDER EVALUATION PURPOSES

- Business Profile
- Letter of good standing with PSIRA in terms of private security regulatory Act No. 56
- Fire arm register in terms of section 20 firearms control act of 2000.
- A copy of firearm permit book
- Certified Copy of Grade "A" OR Grade "B" proof of registration for all directors/ members with PSIRA
- Letter from South African Police Services (DFO) Pretoria authorizing Company (only) to possess Firearms
- A copy of 5 company firearm licenses
- Details of vehicles (Log book as proof ownership) and vehicle condition.
- Proof frequency license with ICASA to provide two-way radio communication
- Workmen's Compensation letter of good standing
- Valid Tax Clearance Certificate/ Tax Pin/ Tax Status Report
- Vat Registration Certificate
- Certificate of Authority for Signature
- Company Registration Documents
- Certified copies ID of the Company's Directors
- CSD Full report not older than 3 months.
- Proof of registration with SARS for UIF, PAYE and Skills Development
- Rates and Municipal Services Statement or Lease Agreement
- Audited Annual Financial Statements for 3 consecutive years.
- Proof of Public Liability Insurance.

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

NONE.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the District Municipal Offices by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the District Municipal Offices, no later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for three (3) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the

Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. **IMPORT PERMITS**

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. **REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za

uMkhanyakude District Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Accordingly, negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

Failure to provide the above information shall render the tender to be disqualified.

7. **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the tenderer's tax obligations.

Tenderers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e., three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days' written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted a Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e., the tendered rates do not conform to current day prices.

Partial awards *may* be made where this is perceived by the Accounting Officer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

Formal agreement will be signed.

A Service Level Agreement will be entered into with the successful Service Provider. A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses

Stand 13433 King Fisher Road, Remainder of Harlingen Farm Mkuze 3965 as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. **DATA SHEETS**

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

13. **PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

14. **MUNICIPAL FEES**

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

15. **APPEALS AND/OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager Tribunal. In the event that an appeal and/or objection is lodged, the above procedure shall apply.

16. **JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

Tenderers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

17. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in tenders;
- (iv) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (v) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

18. ADJUDICATION CRITERIA

The tender shall be evaluated on a Three Stage Evaluation System – Stage One: Compulsory Returnable Documents; Stage Two: Functionality and Stage Three: 90/10 Special Goals Point System in accordance with the UKDM SCM Policy

UMKHANYAKUDE DISTRICT MUNICIPALITY

DEFINITIONS

- 1) The following definitions apply: -
- 2) "**Council**" means Umkhanyakude District Municipality (UKDM).
- 3) "**Head: Supply Chain Management**" means the Head: Supply Chain Management of the day of the Umkhanyakude District Municipality or the Manager's duly appointed Representative.
- 4) "**Accounting Officer**" means the: Office of the Municipal Manager of uMkhanyakude District Municipality or the said Manager's duly appointed Representative.
- 5) "**Service Provider/Contractor**" means the person, firm, Service Provider or company whose tender has been accepted by the District Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.
- 6) "**Special Conditions**" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.
- 7) "**Drawings**" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 8) "**Contract Document**" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.
- 9) "**Goods**" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.
- 10) "**The Tender**" means the written offer made by the Service Provider to the Council.
- 11) "**Preferential Procurement Policy**" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).
- 12) "**SARS**" means the South African Revenue Services.

SPECIAL CONDITIONS OF BID/CONTRACT

1. Bidders must be in a position to assume duty within a month of Acceptance of Bid.
 - 1.1 The Contractual Commencement Date shall be from the first day of a specified month to the last day of the month at the end of the three-year period.
2. Prospective Bidders must visit the site in order to ascertain the extent of the service to be rendered, at the time and date specified.
 - 2.1 The attached Site Inspection Certificate@ must be completed and signed by the departmental representative in respect of such site inspection.
3. Bidders must furnish the following information:
 - 3.1 Where their headquarters are situated.
 - 3.2 Where regional offices (if any) are situated.
 - 3.3 Whether regional/district offices will be established in the centre where the service is to be rendered.
 - 3.4 Name, address and telephone numbers of bank or other financial institution which manages the Bidder's finance and the name of a contact person at each financial institution.
 - 3.5 Consent that the financial institutions may answer financial enquiries and supply statements on request.
 - 3.6 The names, identity numbers and street addresses of all partners where persons, partnership or closed corporations Bid.
 - 3.7 Proof of training/experience and/or a condensed description of the training/experience at the Bidders command, must accompany the Bid. If training must still be provided or experience gained, an indication must be given as to when, where and by whom it will be provided.
 - 3.8 In cases where a person, partnership, closed corporation, company or any other undertaking, enter business for the first time, the following particulars must be furnished:
 - 3.8.1 Who, or with whose help, has the business plan been drawn up.
 - 3.8.2 Who, or with whose help, the BID price was calculated.
 - 3.8.3 Whose advice is relied on?
 - 3.8.4 Who will render financial assistance?
 - 3.9 A list of references must accompany the BID and particulars of similar contracts successfully rendered or present contracts, with a clear indication of the cash value, must be furnished.
4. Bidders must provide satisfactory proof of registration as employer with the Workmen's Compensation Commissioner and Unemployment Insurance Commissioner.
5. Bidders must undertake to provide a certain and reasonable number of additional staff as requested for the rendering of service at the sites during crisis situations.

6. **SUPERVISION**

Bidders must give the assurance that all workers will be under proper supervision. Any liaison in regard to daily needs will be through the supervisor and not directly with the workers.

7. **COMPLIANCE WITH ACTS AND REGULATIONS**

The contractor must comply with all acts and regulations applicable to security services. Company must comply with Sectoral Determination 3: Private Security Sector, South Africa.

8. **INSURANCE**

The contractor must arrange the necessary insurance policy for public liability with a reputable insurance company and submit documentary proof that such policy is in effect. Public liability in the name of the contractor as well the State be arranged.

9. **OTHER CONDITIONS**

- 9.1 Preference points will be allocated in line with the specific goals outlined in the evaluation criteria
- 9.2 Price will not be a deciding factor.
- 9.3 Company must be willing to enter into a service level agreement with uMkhanyakude District Municipality and sign the declaration of secrecy, if need be.
- 9.4 The Bid Adjudication Committee is not obliged to accept the lowest or any bid.

CONDITIONS OF CONTRACT

- 1. The norm/quality of the security service to be rendered, must be in accordance with the acceptable standard of the trade concerned.
- 2. All possible steps shall be taken by the contractor to ensure that the contract, intended execution of this agreement will take place. These steps include, inter alia, the following:
 - 2.1 The protection of Administration property at the intended site and the protection of the said property against theft and vandalism.
 - 2.2 The protection of the Administration's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977).
- 3. The contractor must provide the security personnel required for the successful rendering of the services, as follows:
 - 3.1 Security officer, Grade E, that is the persons who shall execute the physical security service, other than Grade D officer.
 - 3.2 Security officer, Grade D, that is the persons who shall execute the physical security service.
 - 3.3 First-level supervisor (security officer, Grade C), that is the persons exercising direct supervision and control over the security officers and who shall be present at the site at all times.

- 3.4 Second-level supervisor (security officer, Grade B), that is the person exercising complete supervision and control over security staff at a site where a security service is rendered by the contractor. (At small security organisations, the second-level supervisor may be the owner of the security organisation).
4. It is the responsibility of the contractor to see to it that the security personnel in this service and especially those employed for the rendering of this service, meet the following requirements at all times:
- 4.1 **SUPERVISORS**
- 4.1.1 Supervisors must be schooled to at least Standard Eight level.
- 4.1.2 Supervisors must have a good grounding in their post descriptions and duties.
- 4.1.3 Supervisors must at all times be capable of leading/controlling and supervising their subordinates.
- 4.1.4 Supervisors must be able to communicate, read and write in at least English.
- 4.2 **SECURITY OFFICERS**
- 4.2.1 Security officers must be schooled to at least Standard Six level.
- 4.2.2 Security officers shall at the least be able to communicate, read and write in the English language.
- 4.2.3 Security officers may not be younger than 18 years of age.
5. The following general requirements apply:
- 5.1 **SUPERVISORS AND SECURITY OFFICERS**
- 5.1.1 Supervisors and security officers must have undergone and passed formal security training.
- 5.1.2 At all times supervisors and security officers must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to people.
- 5.1.3 Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- 5.1.4 Supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
- 5.1.5 Supervisors and security officers must be registered as security officers, as required by Act 56 of 2001.
- 5.1.6 Supervisors and security officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Administration.
- 5.1.7 Supervisors and security officers are prohibited from reading documents or records in offices or unnecessary handling thereof.
- 5.1.8 No information concerning the Administration's activities may be furnished to the public or news media by the contractor and his employees.

- 5.1.9 The Administration reserves the right to ascertain from the SAPS whether security personnel in his employ possess record clearances as well as to ascertain from the Council of Security Officers whether the security personnel are registered with the Council of Security Officers.
- 5.1.10 Security personnel must at least possess security clearance issued by the SAPS.
- 5.2 The contractor undertakes to ensure that each member of his security personnel will at all times when on duty be fully equipped in respect of:
- 5.2.1 A uniform, neat and clearly identifiable uniform of the company, which uniform will include matching raincoats and overcoats.
- 5.2.2 A clear identification card of the company with the member=s photo, identification and file numbers on it, worn conspicuously on his person at all times.

Alternatively: A clear identification card of the company with the member=s identity and file numbers on it, accompanied by his official identity document, worn on his person at all times.

- 5.2.3 Service aids to be worn on the person at all times during guard duty, such as:

Baton
Handcuffs
Whistle
Pocket Book
Pen
Torch - 4 cell capacity (at night)
Radio (where applicable)
Firearm (where applicable)

6. At his headquarters the contractor must keep available for inspection by representatives of the Administration, proper staff files as well as all appropriate documents of all security personnel in his service who are employed for the rendering of the services to the Administration by the contractor. The appropriate documents shall include, inter alia, the following:

Scholastic, registration, and medical certificates and security clearances.

7. The contractor must ensure that the following security aids, if applicable, are available at all times at each site where he renders a security service in terms of this contract.

7.1 **OCCURRENCE BOOK**

7.1.1 **PURPOSE:**

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

7.1.2 **COMPULSORY OCCURRENCE BOOK ENTRIES:**

The security personnel on duty must make the following entries in the Occurrence Book:

- 7.1.2.1 All listed routine procedures such as patrols undertaken, handing-over of shifts, etc;, mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible, in blue/black ink.
- 7.1.2.2 All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.
- 7.1.2.3 All security personnel activities - especially deviations in respect of the duty list - indicating particulars of the personnel and relevant times.
- 7.1.2.4 The issue and/or receipt of keys, indicating the time and by whom they were received or delivered.

7.1.2.5 The locking or unlocking of doors or gates, indicating the time and by whom locked or unlocked.

7.1.2.6 The handing-over of shifts, mentioning all 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.

7.1.2.7 Occurrence book read: After the taking-over of shifts, the first-level supervisor must make an entry declaring that he has read the occurrence-book in order to acquaint himself with events that occurred during the previous shift.

7.1.2.8 All visits by second-level supervisors and top management: These entries must be done in red ink.

7.1.2.9 Officials of the Administration shall pass on in writing, all additional requests in respect of the rendering of the service.

NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side.

7.1.3 **STORAGE OF OCCURRENCE BOOK:**

The contractor shall store the fully completed occurrence books for a period of twelve months.

7.2 **ADMISSION CONTROL REGISTERS OR FORMS**

7.2.1 **PURPOSE:**

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

7.2.2 **PEDESTRIAN REGISTER/PEDESTRIAN ADMISSION CONTROL FORMS:**

7.2.2.1 This register/forms must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit times of the visitor to and from the site
- Surname and initials of the visitor
- Home or work address of the visitor
- Official identity/passport number of visitor
- Name of person to be visited
- Purpose of visit
- Brand, calibre and number of firearm in visitor's possession (if any)
- Signature of visitor

7.2.3 **VEHICLE REGISTER/VEHICLE FORMS:**

7.2.3.1 This register/forms must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit times of the visitor to and from the site
- Surname and initials of the driver
- Home or work address of the driver
- Registration number of the vehicle
- Name of person to be visited
- Purpose of visit
- Brand, calibre and number of firearm in vehicle (if any)
- Signature of driver

7.2.4 STORAGE OF PEDESTRIAN AND VEHICLE REGISTERS AND FORMS

The contractor must store the fully completed pedestrian and vehicle registers and forms for a period of twelve months.

7.3 NOTEBOOK

7.3.1 PURPOSE:

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

7.3.2 REQUIREMENT:

During their turns of duty all security personnel must have a notebook on their person.

The following information must be noted down in the notebooks:

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

7.3.2.1.1 Reporting on and off duty,

7.3.2.1.2 Time of occurrence or event,

7.3.2.1.3 Extent of occurrence or event,

7.3.2.1.4 Relevant occurrence book serial number with due allowance for paragraph 7.3.3 below.

7.3.2.1.5 Follow-up actions taken in respect of occurrence or event.

7.3.3 COPYING INTO OCCURRENCE BOOK:

All relevant information noted down in notebook must immediately or directly after return from a patrol, be copied into the occurrence book.

7.3.4 STORAGE OF NOTEBOOKS:

The contractor must store the fully completed notebooks for a period of twelve months.

7.4 DUTY LIST

7.4.1 PURPOSE:

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

7.4.2 DRAWING UP A DUTY LIST:

Daily, weekly or monthly duty lists of all security personnel on duty must be drawn up by the contractor and kept in the security control office of each site where such service is rendered.

7.4.3 CHANGES TO THE DUTY LIST:

Any change to the duty list shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

7.5 DUTY SHEET

PURPOSE:

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

7.5.1 The contractor must have available at the site a fully expounded duty sheet per duty point.

7.6 **TWO-WAY RADIOS / CELLPHONES**

7.6.1 **PURPOSE:**

The purpose of radio/cellphone communication is the establishment of immediate communication between the different duty points and control on the site, as well as between control on the site and control at the contractor's headquarters.

7.6.2 **BASE RADIO:**

See site specification for more particulars.

7.6.3 **HAND-CARRIED RADIOS / CELLPHONES**

Serviceable hand-carried radios/cellphones must at all times be provided by the contractor, as stipulated in the site specifications.

7.7 **CLOCK POINTS**

7.7.1 **PURPOSE:**

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

7.7.2 Clock points shall be provided by the Administration at identified sites.

7.7.3 The contractor undertakes to ensure that the clock system will be handled in a safe way by his personnel and furthermore undertakes to be responsible for the maintenance and repair of the clock systems during use thereof by his personnel.

8. The first or second-level supervisor must make daily contact with the representative at the site in order to verify and handle mutual complaints, problems, bottle-necks and requests concerning the rendering of service. At least once a month formal discussions must be held and minutes of which must be kept by the departmental representative.

9. No security personnel are allowed to do continuous duty for longer than twelve hours.

10. **LOST ARTICLES**

10.1 **DEFINITION:**

Lost articles are articles found at the site and for which ownership cannot be established immediately. It must be handed in at the control room.

10.2 All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed to the departmental representative immediately.

11. No deliveries by any person will be received at the control room. The necessary arrangements must be made by the departmental representative.

12. **LABOUR UNREST INCIDENTS**

12.1 **DEFINITION:**

When the Municipality's personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.

12.2 **LABOUR UNREST AT THE SITE:**

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

13. CHECKING OF SERVICES

- 13.1 Checking of service shall be done by supervisory staff at the site as well as by the contractor himself on at least a quarterly basis.
- 13.2 The Administration reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- 13.3 The Administration reserves the right to require from the contractor without furnishing a reason, that any of his employees be replaced, in which case the employee must leave the site forthwith. The Administration will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.
- 13.4 NOTE: The Municipality representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.
- 13.5 All personnel shortages must be noted down in the occurrence book.
14. The contractor will be held liable for any damage or loss suffered by the Administration, as a result of the contractor's own or his employees' negligence or intent which originated at the site.
15. The Administration will be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the Administration's sites, in cases where the loss originated as a result of negligence or intent on the part of the Administration.
16. The Administration is indemnified against any liability, compensation or legal expenses in respect of the following cases: The contractor will be notified in writing of the particulars of each claim he is liable for.
 - 16.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.
 - 16.2 Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
 - 16.3 Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.
17. The contractor must, at his own expense, take out sufficient insurance against any claims, costs loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

A copy of such insurance contract must be handed to the Municipality representative on commencement of the service.
18. Evidence that such insurance premiums have indeed been paid, must be furnished annually. The contractor may not, unless otherwise specified, make use of any of the Administration's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include inter alia vehicles, stationery, firearms, rooms and furniture.
19. The water and electricity required for the rendering of the service, shall be provided free of charge by the Administration.
20. The contractor is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site.

21. All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.
22. The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat. If dogs are used, their faeces shall be removed by the contractor at the end of each shift.
23. Under no circumstances are security personnel allowed to carry on any trading.
24. The contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement, article or object of any nature whatsoever, in, or against Administration buildings or sites or any part thereof without written consent. The contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.

Any sign, printed matter, painting, name plate, advertisement, 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.

25. PRO-RATA DECREASE OF PAYMENT

- 25.1 If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of officers is incomplete) the right is reserved to adjust payment pro-rata.
- 25.2 Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfilment has been agreed to in writing, through the agency of the Municipality.

26. TERMINATION OF SERVICE

- 26.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the General Conditions and Procedures will be applicable.
 - 26.2 The contract will be terminated immediately should the contractor no longer qualify as security officer in terms of the Security Officers Act 56 of 2001.
 - 26.3 The contractor must notify the Administration immediately should he or any member of his security personnel no longer meet the qualifications or conditions of the Security Officers Act 56 of 2001.
 - 26.4 The contractor must immediately remove from the site and replace any of his employees who no longer qualify as security officers in terms of the Security Officers Act 56 of 2001.
 - 26.5 The Administration reserves the right to withdraw from the services any part(s) of the site or the site as a whole with one month's written notification. In a case such as this, the agreement sum will be adjusted pro-rata from the date of withdrawal.
27. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the agency of the Municipality.
28. Should the contractor alienate his rights and liabilities in terms of this contract, he must notify the Municipality immediately so that the necessary steps for the cession of the contract can be taken.

FORM OF OFFER

The Municipal Manager
uMkhanyakude District Municipality
P O Box 449
Mkuze
3965

Sir,

I/We _____

Offer to manage and maintain in accordance with the contract requirements and specifications for
an amount of: -

Grades	Rates for duration of the contract (36 months) Exclusive of vat and profits		Rates per month Exclusive of vat and profits	
	Grade B (VIP)	<i>Day rate:</i> R	<i>Night rate:</i> R	<i>Day rate:</i> R
Grade D	<i>Day rate:</i> R	<i>Night rate:</i> R	<i>Day rate:</i> R	<i>Night rate:</i> R

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

I/We hereby acknowledge: -

- 1) that I/We have read and acquainted myself/ourselves with the terms and conditions of proposal and understand the purpose thereof and agree that all such conditions shall form part of this tender.

- 2) that this offer is irrevocable for a period of three (3) months from the date fixed for the opening of tenders and may be accepted in writing by UMkhanyakude District Municipality, at any time during that period, which acceptance, together with this tender shall constitute a binding agreement of purchase and sale between UMkhanyakude District Municipality and myself/ourselves

THE CONDITIONS OF TENDER: I/WE READ AND ACCEPT

Signature: (of person authorized to sign the tender)

Name (of signatory in capitals): _____

Name of Tenderer: (organization) _____

Address: _____

Telephone Number: _____

Fax Number: _____

Witness Signature _____

Witness Name (in Capitals) _____

Date _____

FAILURE OF A TENDERER TO SIGN AND COMPLETE THIS FORM IN FULL WILL INVALIDATE THE PROPOSAL

ACCEPTANCE

By signing this part of the Form of Offer, the employer identified below accepts by Tenderers Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract date. Acceptance of the Tender's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Signature : _____

Name (in capitals) : _____

Date : _____

SPECIFICATION

UMkhanyakude District Municipality seek to appoint a Panel of Professional Security companies to provide 24-hour security services in the municipal facilities.

The municipal assets to be incorporated in this contract are located in the following LM's:

- Inkosi Mtubatuba Local Municipality;
- Big 5 Hlabisa Local Municipality;
- Jozini Local Municipality; and
- UMhlabuyalingana Local Municipality.

Rotation plan:

- A panel of security service providers shall be appointed for a period of thirty-six (36) months. Service providers on the panel will be utilised on a rotational basis. Each appointed service provider may be allocated work for a period of up to eighteen (18) months, after which the next eligible service provider on the panel will be considered in line with the rotation system.

EVALUATION CRITERIA

The Municipality is not obliged to appoint one service provider.

The Tender will be evaluated in terms of responsiveness to the Tender Offer. The Municipality will evaluate the tender in terms of the illustrative contract pricing from Private Security Industry and Regulatory Authority.

The evaluation will be based on a comparative offer and evaluate it using the tender evaluation methods that are indicated in the

Tender Data and described as methods 1, 2, 3 and 4.

Method 1: In the case of a Financial Offer:

- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 2: In the case of a Financial Offer and Preferences:

- (a) Score tender evaluation points for each Financial Offer
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 3: In the case of a Financial Offer and Quality:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest
- (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Evaluation of Tender Offers

The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

Method 4: Financial Offer, Quality and Preferences

- (a) The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial and Preference as follows:

Functionality/quality: tender must achieve at least 70% in order to qualify for the second stage. The 90/10 scoring will apply. The points associated with the comprehensive proposal will be awarded as reflected in the following table

CATEGORY	Key Aspects of Criterion	Basis for points allocation	Max Points Claimable	Verification Method
1.	Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	Each completed or current contract of security service (similar nature) in the last 5 years. Each completed or current contract = 5 points	30	Attach appointment letter, letter for extension of time if any was granted and completion letter

CATEGORY	Key Aspects of Criterion	Basis for points allocation	Max Points Claimable	Verification Method
		No Supply contract or similar completed = 0		
2.	Qualifications and Certificates	Proof of Registration with PSIRA (Private Security Industry Regulatory Authority) = 10 points	20	Certified copy
		Annual Audited Financial Statements for the past 3 years = 10 points		AFS
		Grade "B" security or above of proof of registration for all Directors/Members with PSIRA (Private Security Industry Regulatory Authority) = 5 points List of vehicles = 5 points Minimum of 4 Vehicles	10	Certified copy Proof of ownership of Log Books
		Letter from the South African Police Services (DFO) authorizing companies to possess fire arms (only from Pretoria)	20	Certified copy
3.	Proposal for provision of security	Methodology <ul style="list-style-type: none"> Proposal must clearly demonstrate good understanding of the brief i.e. does it clearly articulate the theme, how each task & expected deliverable would be carried out, and resources Methodology must indicate quality control method and show relevant specification and standard according to industry norm project objective <p>Also include Project Organogram, Breakdown of the Roles and responsibilities indicating the qualifications and roles of each staff member.</p>	20	Submit Proposal that demonstrate in depth knowledge in the field
		(DOCUMENTARY PROOF MUST BE ATTACHED)	100	

- b) Bidders who have demonstrated unsatisfactory performance on projects, contracts, or assignments with the Municipality, municipal entity or any other organization of state within the past five (5) years may be disadvantaged during the evaluation process.

**UMKHANYAKUDE DISTRICT MUNICIPALITY
DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
1. 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.

“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, principal 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 director’s trustees, managers, principal 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, principal 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

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

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

.....
.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

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

	POINTS
PRICE	90
SPECIFIC GOALS OF CONTRIBUTION	10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** 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 and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (d) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

“**specific goals**” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

- (m) “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice;
- (n) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (o) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (p) “**Disability**” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (q) “**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.

3. **DJUDICATION USING A POINT SYSTEM**

3.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.

3.5 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left\{ 1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right\} \quad \text{or} \quad P_s = 90 \left\{ 1 - \frac{P_t - P_{\min}}{P_t - P_{\min}} \right\}$$

Where

		P_{\min}		P_{\min}
P_s	=			Points scored for comparative price of bid under consideration
P_t	=			Comparative price of bid under consideration
P_{\min}	=			Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR LEVEL OF CONTRIBUTION TOWARDS SPECIFIC GOALS

5.1 In terms of s2(b)(i) and (ii) of the Preferential Procurement Regulations Policy

Framework Act, a preference points system must be followed for contracts with a Rand value above a prescribed amount a maximum of 10 or 20 points may be allocated for specific goals as contemplated in s2(d) of the Act provided that the lowest acceptable tender scores 90 or 80 points for price, respectively, in accordance with the table below:

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.)

80/20 preference point system			
The specific goals allocated points in terms of this tender	Number of points allocated (20 points) (To be completed by the Municipality)	Proof required to Claim (20 points) (To be completed by the Municipality)	Number of points Claimed (20 points) (To be completed by the tenderer)
Refer to the table below	20	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month	20

PREFERENCE POINT SYSTEM		
PRICE SPECIFIC GOALS	90 10	Requirements to claim points
Enterprise owned by Black People ≥ 51%	2	Certified ID Copies (Directors)/ CSD Report/ Shareholders Certificate
Enterprise owned by Women ≥ 51%	2	Certified ID Copies (Directors)/ CSD Report/ Shareholders Certificate
Enterprise owned by Youth	2	Certified ID Copies (Directors)/ CSD Report/ Shareholders Certificate
Enterprise owned by Disabled Persons	2	Medical Certificate
Enterprise owned by SMMEs- QSE and EME	2	CSD report/ Proof of municipal accounts/ affidavit/ proof of residence signed by Ward Councillor (for those residing in rural areas/ lease agreement

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals

90/10 preference point system			
The specific goals allocated points in terms of this tender	Number of points allocated (10 points) (To be completed by the Municipality)	Proof required to Claim (10 points) (To be completed by the Municipality)	Number of points Claimed (10 points) (To be completed by the Tenderer)

5.2 Bidders must submit valid proof for specific goals

5.3 If the municipality is of the view that a tenderer submitted false information regarding a specific goal, will —

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

5.4 After considering the representations referred to in sub regulation (1)(b), the municipality may, if concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

Specific goals: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of the required proof of specific goals.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (***Tick applicable box***)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted. %
- ii) The name of the sub-contractor.....
- iii) Whether the sub-contractor is an EME.

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership / joint venture / consortium
- One person business/sole propriety
- Close corporation
 - Company
 - (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- supplier
- Professional service provider
- Other service providers, e.g. transporter,
etc. [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goal declared in paragraph 6 , indicated in paragraph 7, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE.....

ADDRESS.....

.....

.....

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

BID DECLARATION
CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

UMkhanyakude District Municipality

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2

1. I..... in my capacity
as..... Accept your bid under reference number
.....dated.....for the rendering of services indicated hereunder and/or
further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

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

SIGNED AT **ON**.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP:

WITNESSES	
1
2
DATE:

THE UMKHANYAKUDE DISTRICT MUNICIPALITY
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database 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:		
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, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

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 *per se* prohibited 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

UMKHANYAKUDE DISTRICT MUNICIPALITY

NB. TO BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLETE THIS QUESTIONNAIRE MAY INVALIDATE THE BID

1. For the purpose of this contract, use will be made of Category B Security Officers, as defined in the Wage Act. YES/NO

2. Are you, the company or close corporation and every director of the company YES/NO
or every member of the close corporation registered with PSIRA?
If so, indicate the Registration Nos. _____and attach proof of registration.

- 2.1 Are all your employees registered as a security officer – as required by Act 56 of 2001. Attach proof of registration. YES/NO

3. Are all your employees trained according to the training required of the Board of Security Officers? YES/NO

4. Insurance
(i) Are you registered in terms of the Unemployment Insurance Act, 2001? YES/NO
If yes, please indicate registration?

Is proof registration with UIF attached? YES/NO

(ii) Are you registered in terms of Section 80 of the compensation for Occupational Injuries and Diseases Act, 1993? YES/NO
If yes, please include Certificate of Compliance
Is Certificate of Compliance attached? YES/NO

(iii) Do you have Public liability insurance ?
If yes, indicate policy number_____

5. Remuneration

Is your industry regulated by a Labour Order/Wage determination or Agreement in terms of the Labour Relations Act or Basic Conditions of Employment Act? YES/NO

If so, what is the minimum wage you pay to unskilled workers in your sector?
.....

6. Prices

6.1 Are Bid prices firm for the duration of the contract period? YES/NO
If no : Price adjustments will be considered by the Municipality
.....
for statutory increases upon receipt of a written request accompanied by an audited statement.

6.2 Has full particulars of the components out of which the Bid price is made up as well as the firm part of the Bid price been furnished as required in paragraph 10 hereunder? YES/NO

7. Have you furnished all particulars as called for in paragraphs 3 and 4 of the Conditions of Bid. YES/NO

8. References
Full details of references, if available, must be submitted
YES/NO

9. Site inspection
Did you attend the site inspection meeting? YES/NO

Certificate submitted? YES/NO

10. Particulars of the Bid price expressed as a percentage (%)

Salaries/Wages	_____	%
Transport	_____	%
Clothing and Footwear	_____	%
Overheads	_____	%
Fixed Cost	_____	%
	_____	100%

Delete which is not applicable

NAME OF BIDDER:

SIGNATURE:

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

TENDER FORM

The Municipal Manager
Harlingen 13433
MKUZE
3965

Dear Sir,

Having examined the Conditions of Contract, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Contract, Specification, Tender and Legislation, save as amended by any modifications under Annexure "A", for the rates as stipulated in the Pricing Schedule herein.

I/We are registered VAT vendors. I/We undertake to deliver the goods comprised in the contract within the time frames stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

I/We are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/We are fully paid-up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

My/Our Tender Deposit receipt number as issued by the Council is _____
(Include a copy of the Tender Deposit Receipt only if purchased at the Umkhanyakude Municipality)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

UMkhanyakude District Municipality

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Umkhanyakude Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE..... DATE.....

**GENERAL CONDITIONS OF
CONTRACT 2010**

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. 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 as 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:
 - 7.3.1. 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
 - 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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
 - 13.1.5. 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:

- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. 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 in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

- 18.1.1. 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

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

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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:
 - 23.1.1. 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
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. 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

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

25. Force Majeure

- 25.1.1. 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

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,
 - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 27.4.2. the purchaser shall pay the supplier any monies due 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;
 - 28.1.1. 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
 - 28.1.2. 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

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

- 30.1.1. 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

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

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.