



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**TENDER NUMBER:**

TMPD 07-2025.26

<b>TENDER DESCRIPTION:</b>	TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE SECURITY SERVICES AT VARIOUS SITES BELONGING TO THE CITY OF TSHWANE, INCLUDING SUBSTATIONS AND RESERVOIRS, FOR A PERIOD OF 3 YEARS
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**NAME OF BIDDER:** .....

**CSD NUMBER:** .....

**VENDOR NUMBER (WHERE APPLICABLE)** .....

Prepared by:  
City of Tshwane Metropolitan Municipality  
Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002  
Tel: 012 358 9999

**BID CLOSING DATE**

**10 March 2026**

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid by memory stick together with the hard copy of the Bid/Proposals”



## CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: TSHWANE METRO POLICE DEPARTMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
TMPD 07-2025.26	TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE SECURITY SERVICES AT VARIOUS SITES BELONGING TO THE CITY OF TSHWANE, INCLUDING SUBSTATIONS AND RESERVOIRS, FOR A PERIOD OF 3 YEARS	Tshwane Metro Police Department	Vusi P Mabona	<b>Date:</b> 13 February 2026  <b>Venue:</b> Main Hall, Tshwane Metro Police Department Headquarters, cnr Es'kia Mphahlele Drive and Dr WF Nkomo Street, Pretoria West  <b>Time:</b> 10:00	10 March 2026 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE ([www.tshwane.gov.za](http://www.tshwane.gov.za)) and on the E-tender portal.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

**"Note: Bidders are required to submit electronic copies of the bid by memory stick together with the hard copy of the Bid/Proposals"**

**Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002**

Documents must be deposited in the bid box not later than **10:00 on 10 March 2026**

**Bidders must contact the following officials for any enquiries:**

- Technical enquiries: Vusi P Mabona (012 358 2962 or [vusim@tshwane.gov.za](mailto:vusim@tshwane.gov.za))
- Supply chain enquiries: Mulondi Rasekgala (012 358 6636 or [mulondin@tshwane.gov.za](mailto:mulondin@tshwane.gov.za))

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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## VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state;
    - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
    - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
  - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
  - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
  - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

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**Bidder**

## **CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

### **A. COMPANY**

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on ..... 20.....,  
Mr/Ms ..... has been duly  
authorised to sign all documents in connection with  
Bid Number .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

## B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ....., hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....	.....	.....
Signature	Signature	Signature

.....	.....	.....
Date	Date	Date

## C. ONE-PERSON BUSINESS

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

.....	.....
Signature	Date



#### **D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on ..... 20..... at  
....., Mr/Ms ....., whose  
signature appears below, has been duly authorised to sign all documents in  
connection with Bid Number .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**      1. ....

                         2. ....

## E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms ..... , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

## **SPECIFICATION OR TERMS OF REFERENCE**

### **TSHWANE METROPOLITAN POLICE DEPARTMENT**

#### **TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE SECURITY SERVICES AT VARIOUS SITES BELONGING TO THE CITY OF TSHWANE, INCLUDING SUBSTATIONS AND RESERVOIRS, FOR A PERIOD OF 3 YEARS**

#### **BID NUMBER**

(TMPD 07-2025/26)

### **1. INTRODUCTION AND PURPOSE**

The objective of this Bid is to appoint service providers to provide security services for safeguarding various sites belonging to the City of Tshwane, for a period of 36 months (3 years).

#### **IMPORTANT**

Bidders must note:

- The City of Tshwane reserves the right to award this tender to more than one bidder.
- All sites require the deployment of armed security personnel (guards).  
The security personnel (guards) must be trained and certified in accordance with the requirements of PSIRA (Private Security Industry Regulatory Authority) (Act 56 of 2001) and Firearms Control Act (Act 60 2000).
- The City of Tshwane consists of seven (7) regions and various site that requires guarding and they are distributed all over the seven (7) regions.
- The City of Tshwane does not, with this bid, create the expectation for the INSOURCING OF SECURITY GUARDS employed by the successful bidders.

### **2. BACKGROUND**

The Tshwane Metro Police was established on 4 April 2002 as per the South African Police Service Act, 1995 (Act No. 68 of 1995) as amended by the SAPS Amendment

Act, 1998 (Act No. 83 of 1998), prescribing the functions of a Municipal Police Service per Section 64E, as follows:

- Traffic policing, subject to any legislation relating to road traffic (Road Policing).
- Policing of municipal by-laws and regulations which are the responsibility of the municipality in question
- Prevention of crime, **which includes the protection of municipal assets and infrastructure.**

An in-depth analysis of the Tshwane Metro Police's (TMPD's) internal and external environments revealed that various social, organisational, institutional and political factors have suppressed the Tshwane Metro Police's (TMPD's) ability to deliver professional and contemporary policing and other related services that are relevant to the community. Collectively, these conditions resulted in a variety of organisational challenges, which has a detrimental impact on the department's efficiency, responsiveness and public image.

Attempting to address these challenges, the Tshwane Metro Police (TMPD) identified the following critical intervention areas, that requires strategic focus to ensure that a sustainable high-quality service can be delivered and maintained.

INTERVENTION AREA	FOCUS AREAS	ENVISIONED OUTCOME
<b>Road Traffic Policing</b>	<ul style="list-style-type: none"> <li>• Driver behaviour</li> <li>• Pedestrian behaviour</li> <li>• Vehicle fitness</li> <li>• Driving under the influence of alcohol or drugs</li> <li>• Traffic control services</li> <li>• Accident and incident management</li> <li>• Speed and overload control</li> </ul>	Ensuring a road traffic environment that is safe, free-flowing and pleasurable to use because it voluntarily complies with road traffic legislation and sustainable traffic control
<b>By-Law Policing</b>	<ul style="list-style-type: none"> <li>• Establishment of a by-law policing centre</li> </ul>	Implementation of a regionalised by-law policing

	<ul style="list-style-type: none"> <li>• Illegal dumping</li> <li>• Illegal water connections</li> <li>• Illegal electricity connections</li> <li>• Business licencing or permitting and compliance</li> </ul>	model that is integrated, multidisciplinary, holistic and community-relevant
<b>Crime Prevention</b>	<ul style="list-style-type: none"> <li>• Street crimes</li> <li>• Drug abuse</li> <li>• Gangster-type business forums</li> <li>• Environmental design</li> <li>• Community-based social crime prevention initiatives</li> </ul>	Minimising crime and the fear thereof by community-based initiatives, targeted policing and integrated technological solutions
<b>Public Order Policing</b>	<ul style="list-style-type: none"> <li>• Combating illegal land invasions</li> <li>• Effective proactive and reactive crowd management practices</li> <li>• Effective collaboration between other policing organisations</li> <li>• Effective collaboration between with other stakeholders to facilitate the prevention of protests and invasions</li> </ul>	Preventing and minimising illegal land invasions and violent protests by integrating technological solutions with physical security measures and other collaborative activities
<b>Protection of City Infrastructure</b>	<ul style="list-style-type: none"> <li>• <b>Integration of alarm, physical and human security measures at strategic places</b></li> <li>• Acquisition of CCTV systems, as is relevant to the</li> </ul>	<b>Preventing and minimising crime-related loss of infrastructure by addressing environmental, community-related, technological and organisational issues</b>

	<p>City of Tshwane smart city initiative</p> <ul style="list-style-type: none"> <li>• Effective responses to incidents that affect City infrastructure</li> </ul>	<b>through multilateral and integrated interventions</b>
<b>Rural Safety</b>	<ul style="list-style-type: none"> <li>• Enhanced service delivery</li> <li>• Integrated and innovative safety initiatives</li> <li>• Community capacity</li> <li>• Rural development</li> </ul>	Facilitating sustainable rural safety by building community capacity and the delivery of improved and situationally relevant policing services
<b>Command and control</b>	<ul style="list-style-type: none"> <li>• Establishment of an integrated central command centre</li> </ul>	Establishing an integrated command and communication centre to ensure timely multidisciplinary and coordinated responses to calls for service
<b>Enhancement of Policing Capacity</b>	<ul style="list-style-type: none"> <li>• Impoundment services</li> <li>• Establishment of regional alcohol testing centres</li> <li>• Acquisition of specialised policing equipment or services</li> </ul>	Building service delivery capacity by improving and acquiring critical policing infrastructure
<b>Improved access to services</b>	<ul style="list-style-type: none"> <li>• Re-establishment of the City of Tshwane Community Safety Forum</li> <li>• Coordination of the drafting of the City of Tshwane Community Safety Plan</li> <li>• Increasing the number of facilities where communities can access police services</li> </ul>	Enhancing community access to policing services by operationalising additional service delivery points

Taking the above into consideration, it clearly becomes evident that the protection of municipal assets and infrastructure remains to be one of the Tshwane Metro Police Department's most significant mandates to be executed within the applicable legislative framework.

### **3. Project Scope**

The service provider must render security services, including the following categories, but not limited to:

- Conduct access and egress control.
- Screening, scanning, and documenting/record keeping of personnel, goods and vehicles.
- Protection services and general crime prevention measures.
- Escort personnel and members of the public where required.
- Conduct safety and security inspections inside and outside the building which includes regular patrols.
- Assets movement monitoring.
- Assist during emergency situations.
- Ensure searching of person, vehicles, and goods.
- They must cooperate with SAPS investigation and avail themselves as witness and offer testimony in court as and when required as part of the execution of their duties.
- Assist in the development and implementation of Work Plans, Contingency Plans and Emergency Response Plans (Standard Operating Procedures).
- Cooperate with the criminal justice system to ensure criminal prosecutions proceed without undue delay. (Should such occur, it will be at the expense of the service provider).
- Monitor and report on illegal dumping, erection of illegal structure/s on and/or illegal occupation of the City of Tshwane Metropolitan Municipality's properties.
- Monitor security threats and risks, e.g. public unrest situations, within the jurisdiction of the City of Tshwane Metropolitan Municipality and provide an early warning to facilitate proactive interventions.

The service provider shall be required to provide additional security services at municipal sites, including both protected and newly established sites on as and when required basis. Such additional services will be for the account of the City of Tshwane Metropolitan Municipality and such request for the above-mentioned service and not limited to event and or any other emergency requirements, will be made by the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.

The services to be rendered is at council sites which are spread over seven (7) regions of the city

The Service Providers shall comply with all relevant Acts, Regulations and Standards relating to the Security Industry, Safety, Occupational Health and Safety, Labour Relations, and Environmental legislations.

#### **4. SECURITY PERSONNEL UNIFORMS & EQUIPMENT**

##### **4.1 SECURITY PERSONNEL UNIFORMS**

4.1.1 Every security officer must be dressed in the service provider's uniform, which shall consist of at least the following uniform pieces:

- Shirt, trousers, belt, cap (head gear and/or hoody).
- Socks, shoes and/or boots.
- Adequate clothing for protection against adverse weather elements.

4.1.2 All security officers must be clearly identifiable by means of the service provider's insignia, which shall include shoulder flashes, rank and name tags, as determined by PSIRA (Private Security Industry Regulatory Authority) regulation 13 of 2002. All security officers must be registered with PSIRA (Private Security Industry Regulatory Authority) at the required grade, and security Officers must always have their PSIRA and company ID cards and produce them when requested. Armed officers must have completed the relevant SASSETA training, possess a valid firearm proficiency certificate in accordance with the Firearms Control Act (Act 60 of 2000).

4.1.3 Under no circumstances may part/s of private clothing be worn over and/or in conjunction with part/s of uniforms. If worn under the uniform, it may not be visible.



The service provider is furthermore responsible for any other safety/security equipment necessary for the proper execution of its security officers' tasks. This includes adequate temporary shelter and ablution facilities at the account of the service provider whereas and when the security service is provided and rendered in an environment where these do not exist.

- 4.1.4 Failure to comply with all or part of the uniform requirements will result in a standard penalty being levied.
- 4.1.5 The service provider is responsible for ensuring that uniforms are well maintained, regularly washed, and presentable at all times.

## **4.2 SECURITY PERSONNEL EQUIPMENT (TOOLS OF TRADE)**

- 4.2.1 The service provider shall ensure that all security personnel are equipped and comply with the following aids, as determined per site by the City of Tshwane Metropolitan Municipality. All security officers must be registered with PSIRA at the required grade, and security Officers must carry their PSIRA and company ID cards at all times and produce them when requested. Armed officers must have completed the relevant SASSETA training, possess a valid firearm proficiency certificate in accordance with the Firearms Control Act (Act 60 2000).

(Assets Inventory)

- An effective torch in proper working order (for day & night shift duties) \*\*
- Baton\*\*
- PSIRA appointment card\*\*
- Company appointment card\*\*
- Pocket Book\*\*
- Ballpoint pen – both red and black (no pencil allowed).
- Handcuffs\*\*
- Handheld metal detectors\*\*
- Portable radio\*\*
- Safety equipment such as ballistic body armour (Bullet proof vest) \*\*
- Firearms
- Electronic Visitors logbook (EVL)\*\*
- Patrol Clocking Machine\*\*
- Breathalyser\*\*

**(\*\* See Clause 7 of Stages of Evaluation under 7.2 Mandatory Requirements. Point 11\*\*)**

4.2.2 The service provider will be responsible for providing all security registers required for the execution of this tender. The City of Tshwane Metropolitan Municipality will advise on the registers required for each site. These include but are not limited to:

- Occurrence Books (OB)\*\*
- Visitors Register (capable of duplicate printing) \*\*
- Afterhours Register (Manual)
- Daily Key Register (Manual)
- Rotation Register (Manual)
- Official Assets - Incoming and Outgoing Register
- Private Assets - Incoming and Outgoing Register
- Vehicles Register
- Officials' Temporary Access Register
- Prohibited Items Register
- Information Registers

Registers should be capable of either:

Manual Register.

- An automatic duplication and issuing receipts.
- Only self-carbonated paper must be used in registers, or.

Electronic Registers

- Electronic Visitors logbook (EVL)
- Electronic Vehicle access register

**(\*\* See Clause 7 of Stages of Evaluation under 7.2 Mandatory Requirements. Point 11\*\*)**

4.2.3 The appointed service provider will have to ensure the proper completion of all relevant access control registers at all relevant points specified by the City of Tshwane Metropolitan Municipality and is obliged to comply with all relevant specifications of the City of Tshwane Metropolitan Municipality pertinent to access control of persons and vehicles.

#### **4.3 RESPONSIBILITIES OF SERVICE PROVIDER SUPERVISOR**

4.3.1 The assigned person is responsible for:

- 4.3.1.1 Company liaison on site dealing with all aspects of the service.
- 4.3.1.2 Ensure that shift complement is motivated.
- 4.3.1.3 Ensure that the shift times are adhered to, including appropriate shift hand over time.
- 4.3.1.4 Ensure that all personnel are fully equipped.
- 4.3.1.5 Ensure that safe and reliable home-work-home transport is available for all shifts.
- 4.3.1.6 Address complaints raised by City of Tshwane Metropolitan Municipality within 12 hours.
- 4.3.1.7 Attend all City of Tshwane Metropolitan Municipality Operational and Safety, Health, & Environmental (SHEQ) meetings, where deployed.
- 4.3.1.8 To inspect shifts during parades and submit a shift list to Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.
- 4.3.1.9 Certifying that all members reporting for duty are fit for duty and are regularly subjected to breath analyser tests.

#### **4.4 MINIMUM CAPABILITIES OF INDIVIDUAL SECURITY OFFICERS**

- 4.4.1 All the security officers shall possess all the following minimum competencies and qualifications:
  - 4.4.1.1 Possess good oral communication, reading and writing skills in English.
  - 4.4.1.2 Possess good/adequate radio communication skills.
  - 4.4.1.3 Ability to always demonstrate highest level of professionalism.
  - 4.4.1.4 Ability to engage the public and other staff with authority and respect.
  - 4.4.1.5 Knowledge of customer relations.
  - 4.4.1.6 Complete personnel file containing all security officers' qualifications and competencies to be furnished to City of Tshwane Metropolitan Municipality prior to the commencement of services.
- 4.4.2 All security officers must demonstrate good command in respect of the following legislations and competencies:
  - 4.4.2.1 Guarding and patrolling.
  - 4.4.2.2 Tracing and identification of markers and snares.
  - 4.4.2.3 Report writing.
  - 4.4.2.4 Driving capabilities (applicable to vehicle patrol).

- 4.4.2.5 Arrest and search procedures.
- 4.4.2.6 Gathering of relevant information and establishing facts.
- 4.4.2.7 Physically and mentally fit for the job.
- 4.4.2.8 Must be competent to operate access control point detection machines (X-Ray and metal detectors).

Where the City of Tshwane Metropolitan Municipality deems it fit it may insist that at least one guard per shift is properly trained and competent to render First Aid Emergency on the Level One Standard as accredited and approved by the Department of Labour (DOL), and the Health and Welfare Sector Education and Training Authority (HWSETA), at those sites or all sites as may be indicated by the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives; from time to time. Should it be necessary to conduct further training for these purposes, such trainings will be conducted at any accredited First Aid Training Institution at the cost of the service provider.

## **4.5 COMPETENCIES**

The service provider must provide proof of the following competencies:

- 4.5.1 Security officers must demonstrate the ability to secure and preserve a crime scene.
- 4.5.2 As far as practicable, the scene of any crime or accident must be left as it was found until the Police have investigated, noting that Police may not be in a position to attend immediately.
- 4.5.3 Security officers must demonstrate knowledge of the following legislation:
  - 4.5.3.1 PSIRA Act and Regulations Act, Act 56 of 2001.
  - 4.5.3.2 Firearms Control Act and Regulations, Act No 60 of 2000.
  - 4.5.3.3 Criminal Procedure Act, Act No 51 of 1977.
  - 4.5.3.4 Occupational Health and Safety (OHS) Act and Regulations, Act No 85 of 1993.
  - 4.5.3.5 Control of Access to Public Premises and Vehicles Act, Act No 53 of 1985.
  - 4.5.3.6 Any other relevant piece of legislation and standards.

#### **4.6 SECURITY SCREENING REQUIREMENTS**

- 4.6.1 On the commencement of the contract and when requested thereafter the successful service provider shall furnish the City of Tshwane Metropolitan Municipality with the security clearance certificates (SSA) at their own (Service provider) cost.
- 4.6.2 Up to date criminal background check of all its employees results within at least ninety (90) days from commencing the services.
- 4.6.3 Ensure that none of its employees have a criminal record before, and for the duration of the contract.
- 4.6.4 Conduct criminal record checks twice a year for the duration of the contract. Provide non-criminal clearance certificates for all employees to the City of Tshwane Metropolitan Municipality at the cost of the successful service provider.
- 4.6.5 The service provider must take note that the only acceptable source of certification for these services shall be the South African Police Services (SAPS).
- 4.6.6 The service provider shall bear the costs of all the administration of the non-criminal clearance certification.
- 4.6.7 The City of Tshwane Metropolitan Municipality reserves the right to claim from the service provider, all costs if the service provider's employee is found to be involved in any criminal activity related to the City of Tshwane Metropolitan Municipality property and any/all losses or damages arising from having perpetrated such activity.
- 4.6.8 If the service provider's employee is found to be involved in any criminal activity, even if it does not relate to the City of Tshwane Metropolitan Municipality, the service provider shall immediately inform City of Tshwane Metropolitan Municipality and withdraw such employee from the City of Tshwane Metropolitan Municipality site.

#### **4.7 PSIRA AND COMPANY APPOINTMENT CARDS**

- 4.7.1 The service provider's employees shall always comply with the identification requirements in accordance with PSIRA, including the display of an identification card and preferably on the outer garments whilst on site.
- 4.7.2 The identification card shall contain the following information:
  - 4.7.2.1 A recent colour photograph of the employee.

- 4.7.2.2 The employee's name and surname (must be visible and legible).
- 4.7.2.3 Identity Number
- 4.7.2.4 PSIRA registration number.
- 4.7.2.5 The company's name and logo.
- 4.7.2.6 The employee's security grade.
- 4.7.3 The tenderer must submit examples of their current Company appointment cards with the tender response.

#### **4.8 OPERATIONAL/CONTROL CENTRE**

- 4.8.1 The service provider must have an operational/ control centre which is manned 24/7 365 days a year, from which monitoring will take place.
- 4.8.2 The operational/control centre must be situated within the City of Tshwane jurisdiction.
- 4.8.3 The service provider must have an established operational/control centre for monitoring and recording incidents, with the provision of reports for inspection by Chief of Police / Commissioner and his/her delegated representatives Asset Protection Security Services (APSS) or his/her designated representatives.
- 4.8.4 The service provider's control room must comply with the following requirements:
  - 4.8.4.1 Telephone / Cell phone communication.
  - 4.8.4.2 Two-way radio system.
  - 4.8.4.3 E-mailing facilities.
  - 4.8.4.4 Uninterrupted power supply (UPS) / Generator.
  - 4.8.4.5 Emergency lighting.
  - 4.8.4.6 Road map: demonstrating their operational footprint.
  - 4.8.4.7 Emergency contact numbers and procedures (internal and external).
  - 4.8.4.8 Fire extinguishers (fully functional and operational).
  - 4.8.4.9 Vehicle satellite tracking system contract in place
  - 4.8.4.10 Control room contingency plans and control room standard operation procedures.
- 4.8.5 The operational/control centre must be situated where it is possible to communicate via a two-way radio anywhere in the City of Tshwane's geographical area.

- 4.8.6 The service provider shall provide their current control room locations, including addresses, proof of ownership, valid lease/rental, or bond agreement. These must accompany the tender response documentation.
- 4.8.7 All documentation must be in the service provider's registered company name. (in case of Joint venture (JV) the signed agreement must be in place)
- 4.8.8 The control room is to be appropriately manned 24 hours a day, seven (7) days a week and 365 days a year for the full duration of the contract.
- 4.8.9 The service provider must have training and competency records of their control room staff within the control centre.

#### **4.9 TWO-WAY RADIO COMMUNICATION**

- 4.9.1 The service provider shall, at its own expense, be responsible for installing communication facilities at all deployed sites allocated to the service provider to meet the mandate of its contract with the City of Tshwane.
- 4.9.2 The Global System for Mobile Communication (GSM) / Reliable Radio Frequency (RF) units are operating within an approved ICASA band width (approved within South Africa) and the communication equipment should be ICASA-Type Test Approved.
- 4.9.3 The unit must be a dual-based communication device, with a main dedicated communication medium and failover / backup communication.
- 4.9.4 Programming of the unit must not be complicated and must be user friendly.
- 4.9.5 The unit must not be susceptible to Electromagnetic interference (EMI).
- 4.9.6 Fitted antenna when applicable should be omnidirectional, no faraday cage must be formed.
- 4.9.7 The unit should be fitted with a battery back-up power system, that will allow at least 24 hours of back-up power to operate the system.
- 4.9.8 The service provider is responsible for the maintenance of the radio transmitter, if applicable.
- 4.9.9 All radios supplied under this contract shall be licensed under the transmission laws of South Africa and be Independent Communications Authority of South Africa (ICASA) approved bearing the ICASA sticker on each radio.

4.9.10 Any frequencies used shall comply with the Independent Communications Authority of South Africa Regulations for the geographical area of operation.

#### **4.10 TIME SHEETS**

4.10.1 Daily time sheets to specify hours worked per shift per guard.

4.10.2 Time sheets for each shift based on actual time spent to be completed and to be signed off by the shift supervisor (City of Tshwane Metropolitan Municipality and the service provider).

4.10.3 **Scanned copies** of time sheets approved by the security supervisor are to be submitted monthly for record keeping, compliance to City of Tshwane performance requirements and proof of job creation.

#### **4.11 SHIFTS**

4.11.1 Working shifts will commence as follows:

Dayshift (06h00 to 18h00) and nightshift (18h00 to 06h00); Mondays to **Sundays** and public holidays.

#### **4.12 FIREARMS**

4.12.1 All firearms issued by the service provider to its security officers comply with the following requirements:

4.12.1.1 Firearms MAY NOT be modified in any way that may negatively affect the safe operation of the firearm.

4.12.1.2 The service provider MUST provide firearms, per shift where firearms are required as determined by Tshwane Metro Police Department.

4.12.1.3 Only firearms registered in the name of the service provider shall be permitted on the City of Tshwane Metropolitan Municipality's premises. Under no circumstances will firearms belonging to other people for the provision of security services in terms of these specifications be accepted by the City of Tshwane Metropolitan Municipality.

4.12.1.4 The service provider furthermore certifies that it is the owner of all firearms issued to its security officers.

4.12.1.5 The service provider should at all times ensure that firearms issued to its security officers in terms of these specifications are in clean and working



condition and are properly maintained at all times. The service provider shall maintain a firearms certificate of serviceability, which will be valid for twelve (12) months and shall be issued by a qualified gunsmith. Certificates shall be kept at the Contractors relevant premises and be made available if requested by City of Tshwane Metropolitan Municipality.

- 4.12.1.6 All provisions of the Firearms Control Act 60 of 2000, and Firearms Control Regulations, as amended, specifically regulation 21, must be strictly adhered to at all times.
- 4.12.1.7 The service provider must conform with all requirements of the PSIRA Act applicable to firearms training. All officers authorized to utilize a firearm in the execution of their duties must be in possession of a valid:
  - Firearm Proficiency Certificate
- 4.12.1.8 In terms of the Firearms Control Act a security officer may not be issued with a firearm without being in possession of a valid firearm authority permit, issued by the service provider in terms of Regulation 21 (2) (f). A penalty equal to the quoted cost per firearm will be levied should security officers be found without a firearm authority permit. A copy of the bidder's firearm authority permit must be included with the tender reply.
- 4.12.1.9 Firearms should be fitted with proper slings. Proper holsters, compliant with the Firearms Control Act, issued by the service provider, must be utilized for side arms.
- 4.12.1.10 The service providers' firearms must not be stored on Municipal premises.
- 4.12.1.11 The City of Tshwane Metropolitan Municipality reserves the right to inspect the Service provider's premises and examine firearms issued to personnel who perform duties in terms of this contract.
- 4.12.1.12 Continuation training in the form of practical shooting exercises must take place as per Regulation 21 (2) (S) (viii) and the results made available to the Chief of Police / Commissioner and or his/her delegated representatives Asset Protection Security Services (APSS), as and when required.
- 4.12.1.13 The City of Tshwane Metropolitan Municipality reserves the right to confirm any of the details to verify the authenticity of information / certificates. Required in terms of this section with SAPS, SASSETA or any other relevant body of South African Government.

- 4.12.1.14 All firearm related incidents must be reported to SAPS and the City of Tshwane Metropolitan Municipality (written statement).

#### **4.13 PROVISION OF K-9 UNIT**

Security patrol and/or detection dogs (as and when required by the City of Tshwane Metropolitan Municipality) shall only be of a suitable breed. These dogs must be trained accordingly. Dogs shall be disease free and certified as such by a registered veterinary surgeon. A certified copy of such a certificate shall be made available to the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.

- 4.13.1 Security dogs should be trained to obey more than one handler but should ideally be placed under the care of a specific handler. Security dogs, while on duty, MUST at all times be under the supervision of the handler.
- 4.13.2 For the purpose of initial training, security dogs shall preferably be between one (1) and three (3) years in age. The age of the security dogs shall not exceed six (6) years. If it is at any time during the term of this agreement established by the City of Tshwane Metropolitan Municipality that a security dog, utilized in terms of this agreement, is older than six (6) years the security service provider shall be requested to replace the dog within twenty-four (24) hours.
- 4.13.3 A file, indicating the dogs record (name, breed, last vaccination, The Performing Animals Protection Act, 1935 (Act no 24 of 1935), as amended (PAPA Certificate) or/and any other documentation as indicated by a Society for the Prevention of Cruelty to Animals (SPCA inspector) must be kept on site. The dog file shall be kept updated and made available to the City of Tshwane Metropolitan Municipality upon request.
- 4.13.4 The dog kennel or animal enclosure shall be compliant with the Animal Protection Act. 1962 (Act no 71 of 1962)
- 4.13.5 All security dogs must be microchipped.
- 4.13.6 The service provider shall be liable for any damage or injury caused by the negligent actions of a guard dog and/or its handler during the provision of the Security Services by the service provider.

- 4.13.7 Security dogs shall at all times be properly kennelled, groomed and fed to maintain a good state of health. Security dogs that are not capable of effectively carrying out the functions described above shall be replaced within three (3) hours with other trained security dogs that shall be able to perform the functions required. Fresh food and water as well as equipment such as leashes, food and water bowls and choke chains shall be available at all times and will be for the cost of the service provider.
- 4.13.8 Proof of security officer (Dog Handler) certification (DH 1 - DH 3) for patrol work issued, stating the level of competency with regard to dog training must be available within 48 hours after such a request. The following certifications apply:
- DH1: Basic obedience and aggression on leash. Classification and use of dog breeds. Care and utilization of dog breeds.
  - DH2: Advanced obedience and aggression on leash. Working with your dog in an environment where people are present.
  - DH3 Advanced obedience and aggression + remote control. 5-10-meter distance control with your dog.
- 4.13.9 Failure to deploy a dog will lead to a fine of R500-00 per 12-hour shift or part thereof, per site and a written warning. On the second breach, a penalty of R1000-00 per 12-hour shift or part thereof, per site, and a final warning will apply. The third breach will warrant a termination of the contract of services. This is also indicated in the relevant fine schedule.

#### **4.14 STANDARD OF PERFORMANCE**

The service provider shall comply with the following:

- 4.14.1 The security service is required to be continuous throughout the duty periods, and the service provider must therefore ensure that replacements are timeously provided for any of its personnel being absent for whatever reason.
- The service provider shall replace/rotate security officers, as and when required by Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives, reasons of which will be disclosed at the time.

- 4.14.2 Ensure that all its officers (confirmed for employment at City of Tshwane Metropolitan Municipality sites) pass comprehensive background / reference checks and this must be conformed within ninety (90) days.
- 4.14.3 Sleeping on duty is not permitted and not acceptable. All security officers shall remain totally alert throughout their shifts.
- 4.14.4 No fires (for the purpose of keeping warm) or appliances (heaters / spiral plates) are permitted on City of Tshwane Metropolitan Municipality sites.
- 4.14.5 No loud music or watching of any television or mobile/handheld device will be permitted whilst on duty at any council site. Security officers found doing so may lead to a request for the replacement of the security officer concerned.
- 4.14.6 No prohibited substance or liquor will be allowed to be consumed or sold on council premises and if found to have occurred, the security officer will be replaced and could face criminal charges.
- 4.14.7 Every security officer will sign on duty in an occurrence book, when reporting for duty by inserting his/her full name, ID number, PSIRA number, Grade and time of reporting for duty. At the time of completion of a shift, the same officer shall sign "off duty" in the book by inserting his/her full name, signature and the time he/she reports off duty or was relieved (if applicable) by another security officer.
- Defacing / removal of pages in any occurrence book or pocketbook or any other register utilized in the execution of duties is not permitted and will result in a stipulated penalty being levied against the company. The occurrence book pocketbook or any other security related documentation will at all times remain the sole property of the City of Tshwane Metropolitan Municipality and may not be removed from such Municipal premises, unless authorized by the City of Tshwane Metropolitan Municipality's Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.
- 4.14.8 No security officer shall allow any person or whomever, access / entry to any locality / site, depot or to equipment for which he / she is responsible for and shall not allow any person to remove anything of whatsoever nature from the aforementioned site, depot or equipment, unless the person requesting access / entry to the site, depot or equipment, as the case may be, produces to the officer on duty a permission /authorization from relevant Group Head and or his/her

delegated representative and original authorization must be handed over to the guards (security officers). All such admissions shall be recorded as detailed entries that are entered/documented in the occurrence book and pocketbook.

4.14.9 The service provider will be responsible for ensuring that security officers are well familiar with the relevant SOP on site.

4.14.10 The following are the basic duties of security guard.

4.14.10.1 Guarding, protecting and patrolling premises, goods, buildings, structures, vehicles, equipment or fixed property.

4.14.10.2 Carry out site patrol procedures as per the relevant SOP.

4.14.10.3 Comply with OHS requirements.

4.14.10.4 Complete relevant security registers deployed on site **e.g.** Occurrence Book / Pocketbook.

4.14.10.5 Conduct both access / egress control procedure.

#### 4.14.11 **DUTIES OF THE SUPERVISOR:**

4.14.11.1 Must ensure daily deployment of security guards.

4.14.11.2 Must attend to all security complaints /challenges.

4.14.11.3 Must ensure that security guards are on duty 24/7.

4.14.11.4 Must ensure that security guards have necessary security tools.

4.14.11.5 Must ensure that security guards are in full uniform, sober and free from any injury.

4.14.11.6 Conduct security inspections and evaluations.

4.14.11.7 Must submit **Electronic** written reports; incident reports, inspection reports, security risk evaluation reports and or any other report relating to security procedures or processes.

**NB: the above reports must be submitted in an electronic format**

4.14.11.8 Must attend to security meetings.

4.14.11.9 Must ensure compliance with OHS requirements.

4.14.11.10 Must conduct overall site control.

4.14.11.11 Must ensure that the guards have completed relevant security registers.

4.14.11.12 Must ensure that the guards are conducting access/egress control duties.

- 4.14.11.13 Must maintain a high standard of public relations and interaction with City of Tshwane officials and visitors.
- 4.14.11.14 Must assist during emergency procedures.

#### **4.15 ACCESS CONTROL**

- 4.15.1 The guarding services shall be responsible for the protection of assets, property, and information by executing access control twenty-four (24) hours a day.
- 4.15.2 Conduct physical indoor and outdoor security patrols on an hourly basis to ensure the prevention of unauthorized entry, trespass, intrusion and acts of vandalism.
- 4.15.3 Access control shall be applied but not limited to the following point (s) at all sites:
  - 4.15.3.1 All pedestrian and vehicle entrances.
  - 4.15.3.2 All parking areas (where applicable).
  - 4.15.3.3 The reception and/or foyer areas at all sites (where applicable) where the public and employees enter.
  - 4.15.3.4 Inside and outside patrols of the City's premises, including perimeter walls or fence.
- 4.15.4 Security guard must ensure that everything is registered on the equipment list, e.g. serial numbers, complete description, etc.
- 4.15.5 Egress (Exit) control of all employees and visitors.
- 4.15.6 Check both City of Tshwane vehicles and any other private or commercial vehicle boot, trailers for any unauthorized removal of City of Tshwane Metropolitan Municipality assets.
- 4.15.7 Check and verify laptop permit and compare laptop serial number.
- 4.15.8 The following facilities, systems, and equipment where installed shall be manned by the appointed service provider's personnel and shall ensure that the security officials are competent in the following systems and equipment:
  - 4.15.8.1 Main, vehicle and pedestrian entrances, whether equipped or not with electronic security systems such as monitor, boom, access control point / biometric walk-through and handheld metal detectors and x-ray machines, etc.
  - 4.15.8.2 Access control to premises / offices – once inside the reception area, access control shall be conducted by means of card/biometric readers and/or other kinds of access control measures where applicable.

4.15.8.3 Intruder Alarm System – where applicable.

4.15.8.4 Comprehensive Surveillance System – to monitor the premises; where applicable.

4.15.8.5 Fire Detection and Control Systems; where applicable.

#### **4.16 DELIVERABLES**

4.16.1 Responsibilities of Appointed/Successful Service Provider

4.16.2 The service provider shall upon written request, submit to the Chief of Police / Commissioner and or his/her appointed delegate / representatives (APSS) Asset Protection Service with the following:

4.16.3 The required number of guards which shall be specified on the task order.

4.16.4 Ensure full compliance to PSIRA, Firearms Control Act and applicable prescripts.

4.16.5 Supply a bi-annual SAPS criminal background check and PSIRA requirements for each employee.

4.16.6 The service provider will be held financially responsible for all damages and losses to the City of Tshwane due to negligence on the part of the service provider.

4.16.7 The evaluated amount for the loss or damage shall be debited against the services provider`s account with the City of Tshwane.

4.16.8 The City of Tshwane will not be held responsible for damage or non-performance of any security system caused by or due to, misuse, neglect, abuse, accident, theft, ground movement or caused by the service provider

#### **4.17 CONDITIONING OF CONTRACT:**

SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO SUBMIT AND OR COMPLY TO THE FOLLOWING CONDITIONS.

4.17.1 **Upon request the Bidder's must** submit **Valid letter of good standing from the Compensation Fund**: issued by the Compensation for Occupational Injuries and Disease Act No 130 of 1993(COIDA) or Certificate issued by the Compensation Fund in compliance with the Compensation for Occupational Injuries and Disease Act No 130 of 1993(COIDA).

4.17.2 At **Designated Strategic Sites**, the Chief of Police or Commissioner, or their duly authorized representatives from APSS, may formally request the appointed service provider to deploy security officers who meet the prescribed minimum qualifications, in

terms of the threads assessment of the site. Where applicable, these may include deployment of guards in possession of a Grade 12 certificate.

**4.17.3 Upon request for the deployment of K9 Patrol dog Bidder's must** submit the Proof of PSIRA patrol dog (Search and Rescue K9) certificate. Bidders who do not have dogs currently must submit a letter of intent signed by both parties to lease PSIRA patrol dogs (Search and Rescue K9) (The dog certificates and the letter of intent must be on the letterhead of the lessor/owner.)

- A file, indicating the dogs record (name, breed, last vaccination, The Performing Animals Protection Act, 1935 (Act no 24 of 1935), as amended (PAPA Certificate) or/and any other documentation as indicated by a Society for the Prevention of Cruelty to Animals (SPCA inspector)

**4.17.4 Upon request for the deployment of the Patrol vehicle, bidders must submit the copy of the following:**

- Vehicle(s) Owned by either director or company – copy of the registration certificates
- Leased Vehicle (s) – signed lease agreement by either director or company along with the titleholder certificate.

**4.17.5 Upon appointment bidders** must submit the company employee's personal files which include Certified ID copy, CV, PSIRA Qualifications, Firearm Competency, School qualifications and any other qualifications or certificates.

**4.17.6 Upon deployment** on different sites, bidders will be required to submit the deployment list of its employees.

#### **4.18 Work, Contingency and Emergency Response Plans**

**4.18.1** The Bidder must submit together with their Bid proposal a detailed Plan. This Plan must *inter alia* address the following:

**4.18.2** How security guards will be deployed, monitored, and managed on a 24/7 basis?

**4.18.3** What contingency plans will be put in place during protest actions, strikes by either security guards, municipal staff, and/or communities.

**4.18.4** Contingency plans in place cover Control room back-up; Armed attack, bomb threat, theft, hi-jacking, vehicle breakdown, vehicle accidents.

**4.18.5** Contingency Plan to ensure continuation of services during abnormal circumstances, e.g. Natural disaster, Industrial Action, service Delivery Action.



4.18.6 Provision of additional manpower capacity to assist the City of Tshwane Metropolitan Municipality in the event of ad hoc security related operations.

*NB: The Plan must be reviewed on a continuous basis to accommodate any situation on hand.*

#### **4.19 SITE OPERATIONAL MANUAL (SOPS)**

4.19.1 Each site shall be supplied with a duplicated generic and/or site-specific operational manual.

4.19.2 The City of Tshwane Chief of Police/Commissioner and or his/her delegated designated representatives of Asset Protection Security Services (APSS), before publication and supply to each site, shall approve the SOPs.

4.19.3 All original pages of the site operational manuals, occurrence books, pocketbooks and any other required documents becomes the property of the City of Tshwane Metropolitan Municipality, from the moment they are utilized, and must be submitted to the City of Tshwane Chief of Police/Commissioner and or his/her delegated designated representatives of Asset Protection Security Services (APSS) for safekeeping immediately after the books are fully utilized.

#### **4.20 SITE INDUCTION**

4.20.1 The service provider's staff members must undergo an induction training regarding the site and the Emergency Plan for the site. This induction is compulsory and must be attended by the service provider owner and/or representatives, and supervisors.

4.20.2 During the induction, the City of Tshwane Metropolitan Municipality will provide the service provider with relevant site-specific information and regulations. It is the service provider's responsibility to ensure that all appointed security guards are introduced on site dynamics.

#### **4.21 DRAFT SERVICE LEVEL AGREEMENT (SLA)**

4.21.1 The service provider will be provided with a DRAFT Service Level Agreement (SLA), which shall detail the agreed service to be delivered, how such a service is measured in the provision thereof and the response time for such a service.

4.21.2 Incident escalation procedures will form part of the SLA. The service provider must provide detailed information with the SLA compliance and how it intends ensuring continuous compliance to it.

4.21.3 The Service Level Agreement (SLA) is only considered valid once all parties have signed the Service Level Agreement (SLA).

4.21.4 Some of the aspects to be included in the SLA:

Technical Aspects		Frequency	Action
1.	Any security breach (including alarms) to be recorded using a red pen in the Observation/Occurrence Book (OB)	Always	Service Provider
2.	All incidents are to be signed off by the shift supervisor when they occur	Always	Service Provider
3.	Security threats, incidents, including false alarms, are to be investigated and reported by the on-duty Security immediately when the event occurs	Always	Service Provider
4.	The malfunction of remote control, radio and/or gate to be reported to the on-duty Security for approval and immediate repair / replacement	Always	Service Provider / City of Tshwane Metropolitan Municipality

Administrative Aspects		Frequency	Responsibility
1.	Submission of daily incidents reports to APSS	Daily before 10h00	Service provider
2.	Submission of monthly invoice and statement, and sign on sheets for all security personnel under his control as depicted within the specification. <b>After completion of a month's service</b>	The 1 <sup>st</sup> working day of each new month (Per contractual agreement)	Service Provider
3.	Weekly meeting with CoT: APSS, Site Supervisor of the Service Provider	Weekly	Service Provider/CoT
4.	Monthly meetings – Directors meeting of service providers	Monthly	Service Provider Directorate/CoT Management
5.	SLA Compliance and performance meetings	Quarterly	Service Provider/CoT

6. Investigation reports	Within five (5) days after the incident	Service Provider APSS
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#### **4.22 REMOVAL OF EQUIPMENT AT THE END OR DURING THE CONTRACT**

No equipment shall be removed from any installation without the prior written permission from the City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives (APSS) Asset Protection Service.

Only temporary installed equipment will be permitted to be removed, but only with prior written permission from the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.

#### **4.23 WORKING HOURS**

4.23.1 Personnel provided by the service provider in terms of this agreement shall, be prepared to work 12hr shift system.

4.23.2 Working shifts will commence as follows:

Dayshift (06h00 to 18h00) and nightshift (18h00 to 06h00); Mondays to **Sundays** and public holidays.

4.23.3 Personnel provided by the service provider shall sign on and off duty daily.

4.23.4 Successful Bidder should note the following – Upon award the following should be adhered to in regard to the Start date and the end date of contract

4.23.5 Starting date and time of the new contract – 1<sup>st</sup> Shift shall commence (06:00 – 18:00)

4.23.6 End of contract of the contract - Final shift shall be (18:00 – 06:00)

#### **4.24 MONTHLY MEETINGS**

4.24.1 The Service provider will be required to attend MONTHLY meetings (as needed).

Minutes and records (including Attendance Register) of such Co-ordination shall be the responsibility of the Employer (City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives. for the duration of this contract.

4.24.2 Minutes of the meetings will be made available to the service provider within seven (7) working days of the said meeting.

#### **4.25 OPERATIONAL MEETINGS**

- 4.25.1 The Service Provider will be required to attend WEEKLY and ad hoc Operational Meetings with the City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives to discuss and resolve all operational issues, including all non-compliance issues; penalties to be imposed on non-compliance, ad hoc requests, etc.
- 4.25.2 Minutes and records (including Attendance Register) of such meetings shall be the responsibility of the Employer (City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives for the duration of this contract.

#### **4.26 PROCEDURE ON AD HOC REQUESTS**

- 4.26.1 In the case of ad hoc request, such instances must be supported by official correspondence by the City of Tshwane Metropolitan Municipality, clearly outlining the following:
- 4.26.2 Nature of ad hoc services requested.
- 4.26.3 Site relating to ad hoc services requested.
- 4.26.4 Start date and time of ad hoc services requested.
- 4.26.5 End date and time of ad hoc services requested.
- 4.26.6 Number of guards requested for ad hoc services requested.
- 4.26.7 Hours for which ad hoc services request are made, and for which shift.
- 4.26.8 PSIRA Grade of security guard required.
- 4.26.9 Patrol Vehicle/K9/Quadbike and Guard(s): PSIRA Grade.
- 4.26.10 Rate as per tender amount.
- 4.26.11 The Ad hoc services request above must be in the form of a letter on a City of Tshwane Metropolitan Municipality letterhead, properly dated and signed by the delegated City of Tshwane Metropolitan Municipality official.

#### **4.27 MONTHLY WRITTEN REPORT**

- 4.27.1 The service provider must present a monthly written report on the services rendered by it, in respect of the site/affected property. Unless the City of Tshwane Metropolitan Municipality prescribes otherwise, this report shall include the following:
- 4.27.2 Name, address and telephone number of the service provider.
- 4.27.3 Date of report and reporting period.
- 4.27.4 Incidents/events.
- 4.27.5 Problems including administrative problems with the City of Tshwane Metropolitan Municipality experienced during the reporting period.
- 4.27.6 Any factors that affect, or may affect, the safety of the site/affected property or people and equipment.
- 4.27.7 The City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives may request supplementary and interim reports from the service provider.

#### **4.28 WRITTEN DOCUMENTATION**

- 4.28.1 All correspondence to the service provider will be in writing.
- 4.28.2 A record of security operation undertaken in a specific area, losses, and results made are required in the form of a dated and signed sheet in a format that will be determined by the City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.
- 4.28.3 Any security breach / incident will be properly documented by the service provider and needs to be reported to the City of Tshwane as it occurs.
- 4.28.4 All incidents shall be reported as soon as they occur and in writing.
- 4.28.5 A flash/notice report must be generated by the service provider and immediately submitted to Asset Protection Security Services (APSS).
- 4.28.6 A detailed preliminary investigative report with corrective and preventative measures shall be submitted within 12 hours of the incident.
- 4.28.7 The form and layout of the security data to be captured in electronic format will be agreed upon, after the contract has been awarded, with the successful service provider.

4.28.8 A monthly summary of all incidents including successes (Arrests, incident prevention, convictions, etc.) must be submitted to the City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives

#### **4.29 INVOICING AND PAYMENTS**

4.29.1 When making a claim for payment, the service provider shall submit to the City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives a complete and correct Tax Invoice.

4.29.2 The following information shall be reflected on the Tax Invoices.

The City of Tshwane's VAT registration number: **400142267**

The service provider shall address the Tax Invoice to:

City of Tshwane metropolitan Municipality

P.O. Box 440

Pretoria

0001

Attention: Director Asset and Property Security Services

4.29.3 Each tax Invoice must include the following information:

4.29.4 Name and address of the service provider (company name) and the service manager.

4.29.5 The contract number and title.

4.29.6 Service provider's VAT registration number (Those who are registered must provide this reference number.

4.29.7 The City of Tshwane Metropolitan Municipality's Vendor registration number.

4.29.8 The City of Tshwane's VAT registration number: **400142267**

4.29.9 The service providers banking details

4.29.10 The words: Tax Invoice.

4.29.11 Date of Invoice.

4.29.12 Invoice Number.

4.29.13 The period for which payment claim is being made.

4.29.14 Purchase Order Number.

4.29.15 Full description of service/task performed. (In the event of emergency callouts, the time and date and name of the person who called the service provider must be indicated).

4.29.16 Fixed monthly contracted services performed.

4.29.17 Details of services rendered.

4.29.18 Total amount invoiced excluding VAT, the VAT amount and the invoiced amount including VAT.

**4.30 Tax Invoice must be submitted along with the following evidential documentations:**

4.30.1 Deployment sheets.

4.30.2 Service reports/sheets.

4.30.3 Log sheets, with vehicle tracking system report (if applicable).

4.30.4 Time sheets.

4.30.5 Schedules and reports are properly completed, setting out details of services / tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness.

4.30.6 Ad-hoc services: City of Tshwane signed off authorization letter to be attached to the claim.

4.30.7 No payment of any invoices will be made unless the record sheets, for the work being invoiced, have been duly completed and are verified by the City of Tshwane responsible person.

4.30.8 City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives shall on on-going bases ensure that security services are rendered in pursuit of this contract. If there are penalties against the services provider, such penalties shall be deducted and credited to the City of Tshwane.

4.30.9 All ad hoc work claimed must clearly show the hourly rate x number of hours worked x number of guards per shift = total rate claimed (formula to be shown on tax invoice).

4.30.10 All invoices and supporting documentation must be submitted by the **1<sup>st</sup> working day of the month after completion of the monthly service.**

**4.31 DAMAGES**

4.31.1 Any damage caused by the service provider or its staff to property and existing services of the City of Tshwane Metropolitan Municipality shall be repaired at the expense of the service provider.

4.31.2 The security service provider will be responsible to refund/reimburse the City of Tshwane Metropolitan Municipality for all damages and losses to sites/affected properties belonging to the City of Tshwane Metropolitan Municipality, resulting from its employees whilst on the

City of Tshwane Metropolitan Municipality sites (if the company is found negligent after a formal City of Tshwane Metropolitan Municipality investigation).

4.31.3 Any Claims / Deductions will be processed in form of CREDIT NOTES to be submitted by the service provider.

#### **4.32 DESIGNATED REPRESENTATIVES OF THE CITY OF TSHWANE**

The duties of the designated representative of the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives will be to manage and control the performance of the security operations by the contracted service providers.

#### **4.33 REPORTING OF SECURITY BREACH INCIDENTS / ACCIDENTS**

4.33.1 All incidents shall be reported as soon as they occur, and a flash/notice report generated within the same shift. A preliminary investigative report shall be submitted within 12 hours of the occurrence of the incident.

4.33.2 All security breach incidents and accidents shall be reported in the OB (Occurrence Book).

4.33.3 Such Occurrence book shall be made available to the City of Tshwane Metropolitan Municipality's official for control/inspection purposes upon request.

4.33.4 All visits to their personnel by supervisors of the service provider, including the time at which the visit is made, and any relevant information shall be recorded at the time in the Occurrence Book.

#### **4.34 COMMENCEMENT OF SERVICE**

4.34.1 Service shall be rendered only upon receipt of the Letter of Award and subject to the signing of a Service Level Agreement (SLA) by both parties which shall be in accordance with this tender.

4.34.2 All security officers, as well as the security firm, shall be registered with PSIRA and shall comply with the law.

4.34.3 Upon appointment, and after consultation with the Chief of Police or his/her appointed representative, service providers will be given a period of three months to submit the required paperwork. All required documents, including criminal background checks, must be at the cost of the service provider.



#### **4.35 RESTRICTIONS OF THE ERECTION OF STRUCTURES AND EQUIPMENT**

The erection, installation, or alteration by the service provider of any structures including movable temporary office accommodation units which the service provider may wish to erect for administrative and supervisory purposes and equipment in or on the site in terms of this contract shall be subject to the prior written approval of the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives

4.35.1 No domestic housing facilities will be allowed on site.

4.35.2 The service provider shall, where necessary and at its own expense, make its own arrangements for the accommodation of its employees, including ablution / restroom facilities. Area around the ablution /restroom facility and any other accommodation for staff, shall be kept clean (free of vegetation / grass etc.) at the expense of the service provider.

4.35.3 The contractor is responsible for the supply of toilet rolls. Toilets must be cleaned and serviced at least twice weekly.

#### **4.36 SECURITY PERSONNEL TRAINING**

4.36.1 The service provider shall facilitate the necessary training programs including initial and refresher courses to ensure that all personnel is capacitated.

4.36.2 Service Provider must ensure proper induction to the newly appointed personnel.

4.36.3 The service provider is responsible for the training of its staff at accredited institutions in compliance to applicable guidelines of the emergency plan.

4.36.4 Should any employee of the service provider not perform his/her duties to the satisfaction of the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives. The service provider should remove such an employee from the site and replace him/her with an alternative competent staff member.

4.36.5 The Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives may perform any security related taskings, as it is necessary from time to time to ensure that the service provided by the service provider is acceptable in terms of the specifications. The City of Tshwane Metropolitan Municipality or its representative will, however, not act as

supervisors and any such tests or absence thereof, shall not relieve the service provider of its responsibilities under this contract.

#### **4.37 SITE HAND OVER**

4.37.1 City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives shall ensure proper handing over of the site.

#### **4.38 PENALTY CLAUSES**

4.38.1 The City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives, is responsible for routine inspections to the service provider's areas of deployment to ensure an acceptable level of service is rendered in terms of both these specifications and/or Standard Operational Procedures (SOP).

4.38.2 Noncompliance detected through such routine inspections will result in a penalty being levied against the service provider and such a penalty could range from monetary value to the reduction in work allocated and / or the termination of the service. The penalty furthermore serves as a quality control indicator.

4.38.3 The option of applying a penalty is but one aspect in a series of intervention options which may be implemented, depending on the severity and / or continuation of the same irregularity. A penalty application should be regarded as an indicator which requires immediate corrective action to be implemented by the service provider, failure of which may activate further intervention options. The escalation of action, although designed in a priority format, may be implemented without following the set priority. This action will depend on various factors such as the severity of the irregularity or any action / activity which results in poor service delivery, or which is in contravention of the specifications. The interventions may include one or a combination of a penalties, educational, written clarification, reduction in work allocated, removal from specific site or termination of service.

4.38.4 The submission of invoices for work completed is closely linked to the penalty clause, which requires the service provider to submit a credit note to the said penalties incurred.

4.38.5 Failure to submit the credit note as required by the penalty notice as issued by the City of Tshwane, subsequent tax invoices submitted will not be processed for payment.

4.38.6 In case of replacement order/notice, the service provider must replace the item specified in the order in the line with clause 5.29.1 of (Breach of contract), failure to honour the order by the service provider, the city reserves the right to withhold payments for subsequent tax invoices submitted.

4.38.7 The gravity and the severity of transgression/or negligence in the part of the service provider as determined by APSS may lead to termination of the contract by the City of Tshwane.

4.38.8 The following penalty clauses will apply:

NO	NATURE OF BREACH	1 <sup>ST</sup> BREACH	2 <sup>ND</sup> BREACH	3 <sup>RD</sup> BREACH
1.	No Baton	R250 per shift per site, or part thereof. Written warning	R350 per shift per site, or part thereof. Final written warning	Termination of contract.
2.	Non-functional flashlight and adequate fully charged/new batteries	R250-00 per shift, or part thereof. Written warning	R350 per shift per site, or part thereof. Final written warning	Termination of contract.
3.	No or incomplete uniform	R2 000 per guard per shift. Written warning – replacement of guard	R2 500 per guard per shift. Final written warning – replacement of guard	Termination of contract.
4.	No handcuffs	R250 per shift per site, or part thereof. Written warning	R350 per shift per site, or part thereof. Final written warning	Termination of contract
5.	Failure to detect firearms	R500-00 per site, Written warning	R500-00 per site, Final warning	Termination of contract
6.	Deployment of guards without firearms and/ or ammunition / no valid Firearm Authority Permit	R 500 per shift. Written warning	R1 500 per shift. Final written warning	Termination of contract.

7.	Two-way radio/cellphone (none, defective)	R2 000 per (12) hour shift, or part thereof, per site Written warning	R2 500 per (12) hour shift, or part thereof, per site Final warning	Termination of contract
8.	No visit by supervisor per 12-hour period	R2 000 per (12) hour shift, or part thereof	R2 500 per (12) hour shift, or part thereof.	Termination of contract.
9.	Late for duty within 3 hours	R200 per guard per hour per and per shift per site. Written warning	R300 per guard per shift per site. Final Written warning. Replacement of guard	Termination of contract.
10.	Late for duty after 3 hours	R500 per hour per guard per shift per site. Written warning. Replacement of guard.	R600 per hour per guard per shift per site. Final written warning. Replacement of guard	Termination of contract.
11.	Reporting off to duty prematurely	R500 per guard per shift per site. Written warning. Replacement of guard	R600 per guard per shift per site. Final written warning. Replacement of guard	Termination of contract.
12.	Leave (desertion post) designated area without authority	R500 per guard per hour per and per shift per site. Written warning	R600 per guard per shift. Final written warning. Replacement of guard	Termination of contract
13.	Appointment/ PSIRA identification not presented.	R500-00 per guard per shift, or part thereof. Written warning – replacement of guard	R600 per guard per shift, or part thereof. Final warning – replacement of guard.	Termination of contract
14.	Deployment of guards without valid PSIRA registration	Termination of contract.	Termination of contract.	Termination of contract.
15.	No Body Armour (only applicable to site that requires body armorer)	R500-00 per (12) hour shift, or part thereof, per site Written warning	R800-00 per (12) hour shift, or part thereof, per site Final warning	Termination of contract

16.	Short posting per guard	R2000-00 per guard Written warning	R3000-00 per guard Final warning	Termination of contract
17.	Sleeping on duty / not totally alert	R500 per event, per site Written warning	R600 per event, per site Replacement of guard	Termination of contract.
18.	Guard under the influence of alcohol or other substances	R1500 per event, per site (Immediately removal guards)		
19.	Fail to book out / back from hourly patrol	R500 per guard, per shift. Written warning.	R600 per guard per shift. Final written warning	
20.	Fail to book on or off duty + signature	R500 per guard per shift. Written warning	R600 per guard per shift	
21.	Malicious damage to property	Total value in rand of stolen property Appropriate remedial action taken including dismissal		
22.	Un-availability of motor vehicle during posting (only applicable to site that requires vehicles)	R1000-00 per (12) hour shift, or part thereof, per site Written warning	R2000-00 per (12) hour shift, or part thereof Final warning	Termination of contract
23.	Failure to deploy Dog (only applicable to site that requires dogs)	R500-00 per (12) hour shift, or part thereof, per site Written warning	R1000-00 per (12) hour shift, or part thereof, per site Final warning	Termination of contract
24.	Any other conduct which may negatively impact of jeopardize the service required	R500-00 per (12) hour shift per item per site Written warning	R1000-00 per (12) hour shift per item Final warning	Termination of contract
25.	Failure to deploy guards due to illegal industrial action	R500-00 per (12) hour shift per item per site Written warning	R1000-00 per (12) hour shift per item per site Final Written warning	Termination of contract on affected site

4.38.9 General penalties will apply in the following cases:

NO	NATURE OF BREACH	PENALTY
1.	Losses occurred due to negligence	Value of loss and written warning. A similar incident not necessarily

		leading to a loss might lead to termination at that site
2.	Non-attendance of weekly meetings by the Company representative	R2000-00 per failure Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
3.	Non-attendance of monthly meetings by the Company Managing Director or the Chief Executive Officer	R2000-00 per failure Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
4.	No reports as determined by the service provider or as agreed on monthly reports within three working days	R1000-00 per failure Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
5.	No occurrence book entries or incorrectly noted entries	R500-00 per page on which any number or faults are found. Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
6.	Compiles / making false occurrence book entry	R1 000 per false entry found. Written warning
7.	Failure to report an incident within 24 hours	R1000-00 per incident Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
8.	No daily posting sheets received	R500-00 per day Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof

#### **4.39 ACTS, STANDARDS, REGULATIONS AND CODES OF PRACTICE**

- 4.39.1 Where reference is made to any Code of Practice or Standard Specification the latest amendment or edition shall apply. Bidders shall ensure that they are acquainted with the contents of such documents.
- 4.39.2 In terms of this specification all security service providers and their employees to be deployed on the premises of the Council shall at all times, during the term of this agreement, remain registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) and comply with the Private Security Industry Regulations 2002. Certified copies of the relevant certificates must be forwarded to the City of Tshwane before commencement of the contract.
- 4.39.3 The security services shall be carried out in accordance with the latest issues or amendments to the following relevant legislation where applicable:
- 4.39.4 Private Security Industry Regulation Act 2001 (Act 56 of 2001).
- 4.39.5 The Private Security Industry Regulations 2002 dated 14 February 2002.
- 4.39.6 The Appeal Regulations 2002, promulgated on 14 February 2002.
- 4.39.7 The Compensation for Occupational Injuries and Diseases Act 103 of 1993.
- 4.39.8 The Occupational Health and Safety Act, 85 of 1993 and regulations as amended.
- 4.39.9 The Protection of Information Act of 2013.
- 4.39.10 The Labor Relations Act (Act 66 of 1995).
- 4.39.11 The Wage Determination Act (Act 481 of 1957).
- 4.39.12 Basic Conditions of Employment Act (Act 75 of 1997).
- 4.39.13 The Criminal Procedures Act (Act 51 of 1977 as amended).
- 4.39.14 Firearms Control Act and Regulations, Act No 60 of 2000.
- 4.39.15 Independent Communications Authority of South Africa, Act of 2000 as amended.
- 4.39.16 The Sectoral Determination Act (Basic Conditions of Employment Act 75 of 1997 as amended). Sectorial Determination No.6.
- 4.39.17 Employment Equity Act (Act 55 of 1998).
- 4.39.18 The National Building Regulations.
- 4.39.19 The Performing Animals Protection Act, 1935 (Act no 24 of 1935), as amended
- 4.39.20 Animal Protection Act. 1962 (Act no 71 of 1962)
- 4.39.21 The Local Fire Regulations (SANS 10139 / 10400).

- 4.39.22 Control of Access to Public Premises and Vehicles Act, Act No 53 of 1985.
- 4.39.23 Any other applicable law, regulation, by-law or local authority requirements that may now or hereafter be enforced.
- 4.39.24 All Provincial Ordinances and Local Authority By-laws and all relevant regulations promulgated thereunder influencing the business of the security personnel provided in terms of this contract.
- 4.39.25 No bidder shall use the services of a Temporary Employment Services, Labour Brokers or Independent Contractors.

#### **4.40 INSURANCE**

- 4.40.1 The appointed service providers will be required to provide the following insurance for the duration of the contract:
- 4.40.2 Public Liability Insurance
- 4.40.3 A copy of both Public Liability Insurance and third-party insurance policies must be submitted to the City of Tshwane Metropolitan Municipality. The policy must include, inter alia, cover for the liability arising out of the use of a firearm as well as wrongful arrest and detention and should have a minimum cover of R10 million per incident/claim irrespective of the quantity of claims or incident. The Insurances will be maintained from the commencement date to the date of the certificate of completion.
- 4.40.4 The service provider shall effect and pay for any supplementary insurance shortfall.
- 4.40.5 The City of Tshwane Metropolitan Municipality shall have the right to examine the insurance policies maintained by the security service provider at any time before or during the subsistence of this agreement.

#### **4.41 CONFLICT**

If there appears to be any conflict, and or contradiction between the documents comprising the Agreement, site job description, security specifications and a Letter of Appointment, the service provider shall refer the matter to the City of Tshwane Metropolitan Municipality for a decision before proceeding with the execution of the Agreement or part thereof affected by the conflict.



#### **4.42 CONFIDENTIALITY**

- 4.42.1 The service provider must not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the service provider, enters the public domain or to information which was already in the possession of the service provider at the time of disclosure (evidenced by written records in existence at that time). Should the service provider disclose information to others where required by this contract, the service provider must ensure that the provisions of this clause are complied with by the recipient.
- 4.42.2 If the service provider is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.
- 4.42.3 In the event that the service provider is, at any time, required by law to disclose any such information which is required to be kept confidential, the service provider, to the extent permitted by law prior to disclosure, notifies the City of Tshwane Metropolitan Municipality so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the service provider may disclose that portion of the information which is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- 4.42.4 The use of images (whether photographs, video footage or otherwise) of the City of Tshwane Metropolitan Municipality's property or any portion thereof while providing the service and after the end of the service period, requires the prior written consent of the City of Tshwane Metropolitan Municipality. All rights in and to all such images are vested exclusively in the City of Tshwane Metropolitan Municipality.

#### **4.43 FAILURE OR DELAY IN PROVIDING A SERVICE**

4.43.1 Upon any delay beyond the set date, the City of Tshwane Metropolitan Municipality may, without terminating the Agreement, be entitled to obtain similar services from a third party as the MUNICIPALITY may require performing the service.

4.43.2 The City of Tshwane Metropolitan Municipality shall recover any adverse difference in costs it may incur as well as any other damage which may be suffered by the MUNICIPALITY due to the security service provider's non-performance or partial performance of the required service.

4.43.3 If the security service provider fails to render the services, the City of Tshwane Metropolitan Municipality shall have the right to, in its sole discretion, either deduct the monthly amount (rate), or claim any damages or losses suffered in lieu of such a penalty.

#### **4.44 ETHICS**

The following Code of Ethics is applicable to the service provider and its staff and should be read in conjunction with the PSIRA Code of Conduct.

4.44.1 Abide by all PSIRA Regulations.

4.44.2 Any offer, payment, consideration, or benefit of any kind made by the service provider, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the service provider's obligation to provide the service or taking any other action as appropriate against the service provider (including civil or criminal action).

4.44.3 The City of Tshwane Metropolitan Municipality may terminate the service provider's obligation to provide the service if the service provider is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

4.44.4 Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the City of Tshwane Metropolitan Municipality or other people organizations and including circumstances where the service provider or any such member is removed from the approved vendor database of the City of Tshwane Metropolitan Municipality because of such practice.

#### **4.45 BREACH OF CONTRACT**

Should the security service provider:

- 4.45.1 Fail to punctually comply with the terms and conditions of its' obligations in terms of this Agreement and remain in default for more than fourteen (14) calendar day after being notified in writing to do so by the City of Tshwane Metropolitan Municipality's Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives; or
- 4.45.2 Any security breach and /or no compliance to the terms and condition of this contract shall be rectified by the service provider within fourteen (14) days. Any Failure by the service provider to rectify may result with the City of Tshwane, terminating the service of the contractor where such services are affected.
- 4.45.3 Commit or permit any breach of any other terms of this Agreement and fail to commence remedying such breach within a period of fourteen (14) calendar days after the receipt of notice to that effect by the City of Tshwane Metropolitan Municipality and complete the remedying of such breach within a reasonable time; or
- 4.45.4 Repeatedly breach any of the terms of this Agreement in such a manner as to justify a conclusion to the effect that the service provider's conduct is inconsistent with its obligations under this Agreement, then and in any such events the City of Tshwane Metropolitan Municipality or its delegated representative shall, without prejudice to its rights to claim damages or to any other rights it may have:
- 4.45.5 Be entitled to cancel this Agreement with immediate effect; or
- 4.45.6 In the case of failure to comply, be entitled to remedy such breach and immediately recover the total cost incurred by it in so doing from the service provider.
- 4.45.7 Should the City of Tshwane Metropolitan Municipality institute action pursuant to this Agreement it shall be entitled to recover all legal costs incurred by it on an Attorney/City basis from the service provider.
- 4.45.8 The parties hereby consent in terms of Section 45 of the Magistrate's Court Act No.32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28(1) of such Act in any action or court procedure instituted by the arising out of this Agreement, notwithstanding the fact that the amount of the claim or the amount in dispute may exceed the jurisdictional limit of the Magistrate's Court. Notwithstanding the foregoing, the City of Tshwane Metropolitan Municipality shall be entitled at its sole discretion to institute proceedings in any other competent court of law.

- 4.45.9 It is agreed that all the terms and conditions reflected in this Agreement are material conditions which must strictly be complied with.
- 4.45.10 The provision of a high standard and quality security services is of essence in this contract. Any failure to reach and maintain such a standard to the satisfaction of the City of Tshwane Metropolitan Municipality or its delegated representative shall constitute a breach to the terms and conditions of the contract. In case of any alleged breach of the terms and conditions of this contract, the City of Tshwane Metropolitan Municipality or its delegated representative shall institute an investigation to determine the cause and extent of the breach in question.
- 4.45.11 If the service provider and/or any member of its personnel contravenes or fails to comply with any part of the conditions of this agreement, which includes the sub clauses hereunder or any part thereof, it shall be deemed to be a breach of the contract.
- 4.45.12 Security officers shall be required to render the services required by the City of Tshwane Metropolitan Municipality. Should it at any time during the term of this contract be determined that security personnel of a lower grade or with inadequate training or no training at all were provided, all overpayments made to the appointed service provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed and it will be regarded as a material breach of the contract which could lead to the termination of the contract.
- 4.45.13 The City of Tshwane Metropolitan Municipality will also be entitled to set any payments made or to be made in respect of such security officials off against any payment due to the appointed service provider.
- 4.45.14 Notwithstanding anything contained to the contrary in this Agreement, should the service provider become insolvent, assign, surrender or attempt to assign, or surrender its estate or allow any default judgement against it to remain unsatisfied for seven (7) days or if the said judgement is not rescinded within fourteen (14) days of the default judgement, or be liquidated or placed under judicial management or be placed under or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this Agreement or the remainder of the tender document then upon the occurrence of any one (1) or more of the aforesaid events, the City of Tshwane Metropolitan Municipality may without prejudice to any other rights it may have, elect to:

- 4.45.15 Be entitled to cancel this Agreement with immediate effect; or
- 4.45.16 In the case of failure to comply, be entitled to remedy such breach and immediately recover the total cost incurred by it in so doing from the service provider.

#### **4.46 TERMINATION OF CONTRACT**

- 4.46.1 The City of Tshwane Metropolitan Municipality may, without prejudice to any other rights, at any time and by giving fourteen (14) calendar days' written notice terminate the appointment of a security service provider if:
- 4.46.2 The City of Tshwane Metropolitan Municipality has any reason to believe that the security service provider or anyone employed by the security company or acting on its behalf, whether with or without the service provider's knowledge, engages in a corrupt practice/s in connection with this appointment/contract.
- 4.46.3 There is substantial change of ownership or control of the service provider to a third party, without the City of Tshwane Metropolitan Municipality's prior written permission.
- 4.46.4 The service provider acts against the expressed policies and instructions of City of Tshwane Metropolitan Municipality or acts fraudulently.
- 4.46.5 The service provider's employees/personnel/security officers partake in strikes and obstructs / hinders the City of Tshwane Metropolitan Municipality from performing its mandated functions, relating to unpaid wages, salaries, bonuses, benefits, allowances, full time employment, etc., in terms of this Contract/Agreement/Tender.

#### **4.47 COST ADJUSTMENTS**

- 4.47.1 The cost for all items quoted herein shall remain firm for the first year (12 months) starting at the date of commencement of the contract.
- 4.47.2 Costs for succeeding years and any extension of term shall be subject to statutory increases / adjustments as per the relevant legislation, and approval by the City of Tshwane Metropolitan Municipality.
- 4.47.3 Any requested cost increase shall be fully documented and submitted to the City of Tshwane Metropolitan Municipality - Financial Services Department: Supply Chain Management Division, at least sixty (60) days prior to the contract anniversary date.
- 4.47.4 On written approval from City of Tshwane Metropolitan Municipality - Financial Services Department: Supply Chain Management Division, the service provider must immediately

submit the approval letter to the reporting department (Tshwane Metro Police Department – Asset Protection Security Services division).

#### **4.48 PRICING AND DELIVERY SITES**

The estimated quantities set out in the sites are subject to the City of Tshwane's assessment of its business requirements and City of Tshwane Metropolitan Municipality reserves the right to increase or decrease the quantities of guards or equipment at any time "as and when" required based on operational requirements and financial implications to the City of Tshwane Metropolitan Municipality.

#### **4.49 GENERAL**

- 4.49.1 All security equipment's and accessories must be available for inspection and approved by the City of Tshwane Chief of Police and or his/her delegated designated representatives of Asset Protection Security Services (APSS).
- 4.49.2 Bidders are bound by the specifications, prices, terms, and conditions stipulated in this Tender.
- 4.49.3 It is the responsibility of the service provider to make him or herself familiar with the by-laws of the City of Tshwane.
- 4.49.4 Service Providers will be required to complete a document that will exempt the City of Tshwane from any incident, accident or any loss or damages caused by the service provider or its workers; this will also mean that service providers will take full responsibility of their work and people under their control.

This document will be completed before commencement of the contract.

- 4.49.5 The deployment plan will only be provided to the successful bidder/s upon appointment.

### **5. STAGES OF EVALUATION**

**The tender will be evaluated in four (4) stages.**

Stage 1: Administrative Compliance.

Stage 2: Mandatory Requirements

Stage 3: Technical Evaluation ( Site inspection)

Stage 4: Preference Points System (90/10)

## 5.1 Stage 1: **ADMINISTRATIVE COMPLIANCE**

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

<b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>	<b>Submitted (YES or NO)</b>	<b>Checklist (Guide for Bidder and the Bid Evaluation Committee)</b>
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide. <ul style="list-style-type: none"> <li>• Tax compliance status PIN.</li> <li>or</li> <li>• Central Supplier Database (CSD)</li> </ul>		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company's owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.		All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or <b>non-submission of the MBD forms</b> , will not be considered)

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p><b>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4.</u></b></p> <p><b><u>Failure to declare interest will result in a disqualification</u></b></p>		
<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p><b>NB:</b> The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p><b>NB:</b> It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p><b>Bidders will be disqualified should they fail to attend compulsory briefing session</b></p>
<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p><b>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</b></p> <p><b>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</b></p>



## 5.2 STAGE 2: MANDATORY REQUIREMENTS

The service provider must submit the following with the BID:

<p>Documentation requested below <b>MUST</b> be attached to the bid proposal, any proposals received without <b>ANY</b> of the required information or document stipulated below, will not be considered.</p> <p>All required documents <b>MUST</b> be Certified or Original.</p> <p>All certified copies must not be older than six (6) months.</p>		
NO	MANDATORY REQUIREMENTS	SUBMITTED YES/NO
1.	<b>PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)</b>	
	Bidders MUST Provide a valid PSIRA Certificate, a certified copy of the company registration certification with Private Security Industry Regulatory Authority (PSIRA).	
2.	<b>PSIRA CERTIFICATION FOR MEMBERS AND DIRECTORS</b>	
	All members and directors of the company and/or close cooperation must submit certified copy of PSIRA Certificates ( <b>Grade A</b> ). (Certified Copies must be submitted).	
3.	<b>VALID LETTER OF GOOD STANDING</b>	
	Bidders MUST provide a Valid Letter of Good Standing with PSIRA (Private Security Industry Regulatory Authority). (Certified Copies must be submitted) PSIRA (Private Security Industry Regulatory Authority) issues the official letter of Good Standing (LGS), which is valid for 90 days and confirms a company overall compliance with PSIRA regulation.	
4	<b>DOCUMENTS (ID AND CV) OF ALL DIRECTORS</b>	
	Bidders MUST submit the following documentation Curriculum Vitae (CV) for all directors of the company Certified copies of Identification Documents (ID) of all directors of the company.	
5.	<b>FIREARM LICENSE REGISTRATION AND LICENSES</b>	
	Bidders must comply with the provisions of section 20 of Firearm Control Act (Act 60 of 2000). Bidders MUST submit certified copies of: Firearm License Registration for business purposes. Licenses issued by the Central Firearm Register for all firearms owned by the business.	
6	<b>PUBLIC LIABILITY INSURANCE</b>	

	Bidder must submit Public Liability Insurance worth minimum of R10 million.	
7.	<b>PROVIDENT FUND PAYMENTS</b>	
	<p>The bidder MUST submit a certified copy or original letter of Good Standing with the Provident Fund.</p> <p>PSSPF (Private Security Sector Provident Fund Authority) issues a compliance letter specific to the fund, confirming that the employer pays contributions and submit schedules on time, which is separate from PSIRA functions and / or any Private Provident Fund original letter of Good Standing with the provident fund.</p>	
8.	<b>AVIATION SECURITY TRAINED AND ACCREDITED (AVSEC) (APPLICABLE TO BIDDERS WHO BID FOR SECTION B)</b>	
	<p>All bidders bidding for security at the Airport <b>MUST</b> submit certified copies of the following:</p> <ol style="list-style-type: none"> <li>1. Company Director(s) MUST indicate that they are AVSEC Trained and Accredited.</li> <li>2. The bidders MUST also submit certified copies of proof that their companies are Aviation Security Trained and Accredited.</li> <li>3. Description on how the company is going rollout provision AVSEC Services including operational plan and contingency plan in the line of security industry standards.</li> </ol>	
9.	<b>INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA (ICASA) REGISTRATION CERTIFICATE FOR ALL HAND-HELD RADIOS</b>	
	<p>Proof of valid radio frequency license with the Independent Communications Authority of South Africa (ICASA).</p> <p>Bidders who do not have an ICASA license must submit a signed letter of intent to lease the ICASA license with proof that the leased licence is valid.</p>	
10.	<b>FINANCIAL VIABILITY</b>	
	<p>The bidder must provide the Original Bank Letter and or letter from the banking institute confirming the financial status / Access to financial facility by institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR).</p> <p>Proof of financial support shall be on the financial institution letterhead and shall be stamped/signed by the Financial Institution (minimum amount = R4m).</p> <p>Bank letter must indicate the amount (minimum amount = R4m).</p>	
11.	<b>TOOLS OF TRADE</b>	
	<p><b>Assets inventory List</b> of the service providers Tools of Trade as stipulated in Clause 4.2 of this document.</p> <p>(Only Items with asterisk** requires photographic evidence as per clause 4.2)</p>	
12.	<b>BUSINESS PROFILE</b>	

	The bidders must submit a company Business Profile with a clear and complete organizational structure.	
13	<b>CONTROL ROOM</b>	
	<p>The service provider must provide a proof of the current control room locations, including addresses, proof of ownership, valid lease/rental, or bond agreement.</p> <p>The Control Room must be within the boundaries of Tshwane</p>	
14	<b>THE BIDDER'S MUST SUBMIT THE PREVIOUS PERFORMANCE AND EXPERIENCE</b>	
	<p><b>Bidders</b> MUST submit a proof of Minimum of 4 Years Experience in the field of Security Services within Government or Private Sector as indicated in the specifications of work. Bidders must also provide references on work successfully completed.</p> <p>Reference letters from (previous) clients must be in (previous) client letterhead with the following information:</p> <p>Project description</p> <ol style="list-style-type: none"> <li>1. Client name and contact details.</li> <li>2. The nature of service rendered (relevant to this project)</li> <li>3. The rand value of the contract/project.</li> <li>4. The start and end of the contract /project</li> </ol> <p>Provide proof in the form of signed reference letter in company letterhead with the above information covered (Point 1-4)</p>	
15	<b>ROADWORTHY VEHICLES REQUIRED</b>	
	<p><b>Bidders</b> MUST submit documentation, and as well as PHOTOGRAPHIC evidence to support the availability of the following resources:</p> <p>15.1. Vehicle(s) Owned by either director or company – copy of the registration certificates</p> <p>15.2. Leased Vehicle (s) – signed lease agreement by either director or company along with the titleholder certificate.</p> <p><b>Type of Vehicle which will be required</b>  <b>(A minimum of 5 Vehicles will be required for the service in question)</b></p> <ul style="list-style-type: none"> <li>- Light Motor Vehicle (Sedan)</li> <li>- Light Delivery Vehicle (LDV)</li> </ul>	
16	<b>STANDARD OPERATIONAL PROCEDURES (SOP)</b>	
	<p><b>Bidders</b> MUST submit a plan of action on how to execute the specifications of the Tender.</p> <p>(Standard Operational Policy and Procedures (SOP))</p>	

	<p><u>Provide the detailed approach and methodology in the following:</u></p> <ol style="list-style-type: none"> <li>1. Description on the <b>ROLLOUT</b> of the service including operational plan and contingency plan in line of security industry standards.</li> <li>2. Demonstrate how you will <b>MANAGE THE TRANSITIONS</b> in terms of security sectorial determination without disruption of services and additional charges.</li> <li>3. Provide a <b>TRAINING AND/OR REFRESHER TRAINING PLAN</b> for security officers allocated to various City of Tshwane Sites.</li> <li>4. Demonstrate how you will <b>MANAGE AND RESPOND TO CONTINGENCIES</b> such as armed robbery, labour unrest, protests and any disaster threats or any other threats.</li> </ol>	
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### 5.3 STAGE 3: TECHNICAL EVALUATION (site inspection)

Failure to reach a point of 40 out of 50 will result in immediate disqualification of the bidder's submission

Item	Description	Weight	Yes	No
	MANPOWER AND EQUIPMENT COMPLIANCE			
1	PSIRA accredited control room. Points (30)			
Fully equipped control room with the following requirements a) Radio base station (3 points) and at least one two-way radio (3 points) = 6 points b) Backup system (Uninterrupted power supply which can last for at least four hours – UPS) = 10 points c) Successful radio testing i.e call and answer. = 5 points d) At least two new Occurrence books. = 2 Points e) Communication line/s i.e. Land lines, cellular phones and any other = 3 points f) A list of addresses and telephone numbers for Emergency services. = 2 points g) Functional radios fitted in emergency response vehicle/s. = 2 points				
2	Availability of security uniforms. Points (10)			
a) Marked / branded set of Combat uniform or Formal uniform = 8 points b) Appropriate combat pair of shoes or boots = 2 point				
3	Availability of access control and patrol resources Points (10)			
a) Pocket book = 2 points b) Visitor register. = 2 points c) Baton/s = 1 points d) Set of Handcuffs = 1 points e) Torches = 2 points f) Handheld scanner/s =2 points				
Total score obtained		50		

## 5.4 STAGE 4: PREFERENCE POINT SYSTEM

The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 90 points for price
- 10 points for Specific goals

### Specific Goals

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.
- City of Tshwane shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>0 Points</li> </ul>	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
		Enterprises, CIPC registration or any other proof of ownership
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

## 6. PRICING SCHEDULE

### IMPORTANT:

- Where additional Security services are requested in any of the two pricing schedules A and B, bidders should note that where the rate in that specific table amount to, or exceed 30 days, then pricing for permanent guarding will apply.
- City of Tshwane reserves the right to allocate site and guards

### 6.1 SECTION A 1: GENERAL GUARDING:

Bidders MUST price for the whole Section A

SECTION A 1: GENERAL GUARDING 24/7				
SECTION	DESCRIPTION	(UNIT)	Monthly Unit Price (per guard) (Day / Night Shift)	Total Price AMOUNT (EXCL VAT)
1.	SECTION A: GENERAL GUARDING			
1.1.	Security Officer Grade "C"	1	R	R
(TRANSFER TO THE SUMMARY TABLE) TOTAL EXCLUSIVE OF VAT				R

SECTION A2: AS AND WHEN REQUIRED BASIS						
SECTION	DESCRIPTION	(UNIT)	AMOUNT			
			Hourly Rate (Day / Night Shift)		Total Price AMOUNT (EXCL VAT)	
1.2	Security Officer Grade “C” RATE: AD HOC - HOUR RATE	1	R		R	
SECTION	DESCRIPTION	(UNIT)	AMOUNT			
			Hourly Rate A	Monthly Rate B	TOTAL PRICE (EXCL VAT) (A+B)	
1.3	Security Officer Grade “C” (Dog Handler) plus, K-9 Dog RATE: AD HOC - HOUR RATE	1	R	R	R	
SECTION	DESCRIPTION	(UNIT)	AMOUNT			
			Fixed Daily Rate A	Fixed Monthly Rate B	TOTAL PRICE (EXCL VAT) (A+B)	
1.4	Vehicle Patrols (Vehicle only):” AD HOC	1	R	R	R	



SECTION	DESCRIPTION	(UNIT)	AMOUNT		
			Fixed Daily Rate A	Fixed Monthly Rate B	TOTAL PRICE (EXCL VAT) (A+B)
1.5	Quadbike Patrol (Quadbike only): AD HOC	1	R	R	R
<b>(ADD TOTAL PRICE OF SECTION A1.2 - A1.5)</b> <b>(TRANSFER TO THE SUMMARY TABLE) TOTAL EXCLUSIVE OF VAT</b>					R
<b>IMPORTANT: SHOULD THE HOURLY / FIXED DAILY RATE IN SECTION 1.2 – 1.5 AMOUNT TO OR EXCEED 30 DAYS THE PRICING FOR FIXED / MONTHLY RATE FOR PERMANENT SECURITY SERVICES GUARDING WILL APPLY.</b>					

### 6.1.1 SUMMARY OF SECTION A

SECTION A: GENERAL GUARDING 24/7			
SECTION	DESCRIPTION	(UNIT)	Total Price AMOUNT (EXCL VAT)
SECTION A: GENERAL GUARDING AND AS AND WHEN REQUIRED BASIS			
A1	SECTION A 1: GENERAL GUARDING 24/7	1	R
A2	SECTION A 2: AS AND WHEN REQUIRED BASIS (Ad hoc)	1	R
TOTAL EXCLUSIVE OF VAT			R
15% VAT			R
TOTAL INCLUSIVE OF VAT			R

## 6.2SECTION B: AVIATION SECURITY SERVICES

Bidders MUST price for the whole of Sections B

SECTION B 1: AVIATION SECURITY SERVICES GENERAL GUARDING 24/7				
SECTION	DESCRIPTION	(UNIT)	Monthly Unit Price (per guard) (Day / Night Shift)	Total Price AMOUNT (EXCL VAT)
1.	SECTION B: AVIATION SECURITY SERVICES GENERAL GUARDING 24/7			
1.1.	Security Officer Grade "C"	1	R	R
(TRANSFER TO THE SUMMARY TABLE) TOTAL EXCLUSIVE OF VAT				R

SECTION B2: AVIATION SECURITY SERVICES GUARDING ON AS AND WHEN REQUIRED BASIS						
SECTION	DESCRIPTION	(UNIT)	AMOUNT			
			Hourly Rate (Day / Night Shift)		Total Price AMOUNT (EXCL VAT)	
1.2	Security Officer Grade “C” RATE: AD HOC - HOUR RATE	1	R		R	
SECTION	DESCRIPTION	(UNIT)	AMOUNT			
			Hourly Rate A	Monthly Rate B	TOTAL PRICE (EXCL VAT) (A+B)	
1.3	Security Officer Grade “C” (Dog Handler) <b>plus</b> , K-9 Dog RATE: AD HOC - HOUR RATE	1	R	R	R	
SECTION	DESCRIPTION	(UNIT)	AMOUNT			
			Fixed Daily Rate A	Fixed Monthly Rate B	TOTAL PRICE (EXCL VAT) (A+B)	
1.4	Vehicle Patrols (Vehicle only):” AD HOC	1	R	R	R	
SECTION	DESCRIPTION	(UNIT)	AMOUNT			
			Fixed Daily Rate A	Fixed Monthly Rate B	TOTAL PRICE (EXCL VAT) (A+B)	
1.5	Quadbike Patrol (Quadbike only): AD HOC	1	R	R	R	

<b>(ADD TOTAL PRICE OF SECTION B 1.2 – B 1.5)</b> <b>(TRANSFER TO THE SUMMARY TABLE) TOTAL EXCLUSIVE OF VAT</b>					R
<b>IMPORTANT: SHOULD THE HOURLY / FIXED DAILY RATE IN SECTION 2.2 – 2.5 AMOUNT TO OR EXCEED 30 DAYS THE PRICING FOR FIXED / MONTHLY RATE FOR PERMANENT AVIATION SECURITY SERVICES GUARDING WILL APPLY.</b>					

## 6.2.2 SUMMARY OF SECTION B

SECTION B: AVIATION SECURITY SERVICES GENERAL GUARDING 24/7 AND AS AND WHEN REQUIRED BASIS			
SECTION	DESCRIPTION	(UNIT)	Total Price AMOUNT (EXCL VAT)
SECTION B: AVIATION SECURITY SERVICES GENERAL GUARDING 24/7 AND AS AND WHEN REQUIRED BASIS			
B1	SECTION B 1: AVIATION SECURITY SERVICES GENERAL GUARDING 24/7	1	R
B2	SECTION B 2: AS AND WHEN REQUIRED BASIS (Ad hoc)	1	R
TOTAL EXCLUSIVE OF VAT			R
15% VAT			R
TOTAL INCLUSIVE OF VAT			R

**NB: THE CITY OF TSHWANE RESERVES THE RIGHT TO INCREASE OR DECREASE NUMBER OF SITE SUBJECT TO THE AVAILABILITY OF BUDGET.**

## **7. AWARD CRITERIA**

The City of Tshwane reserves the right to award this tender to more than one bidder.

7.1 **Section A** of this Tender will be awarded to not more than 20 (twenty) service providers

7.2 **Section B** of this tender will be awarded to one bidder only.

7.3 Where an ad hoc (as and when required basis) rate is requested in any of the two pricing schedules A and B, bidders should note that where the monthly rate in that specific table amount to, or exceed 30 days, then pricing for permanent guarding will apply.

7.4 The bidders should note that the site allocations will be awarded equitably between bidders, subject to the successful bidder having the capacity to deliver the required services.

## **8. VALIDITY PERIOD**

The validity period for the tender after closure is 90 days. The City of Tshwane Metropolitan Municipality shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. Supply Chain Management shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

## **9. MARKET ANALYSIS**

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the quotation.

The city further reserves the rights to negotiate a market related pricing, based offered prices successful bidders to ensure similarity.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY</b>					
BID NUMBER:	TMPD 07-2025.26	CLOSING DATE:	10 March 2026	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE SECURITY SERVICES AT VARIOUS SITES BELONGING TO THE CITY OF TSHWANE, INCLUDING SUBSTATIONS AND RESERVOIRS, FOR A PERIOD OF 3 YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE  
DEPOSITED IN THE BID BOX SITUATED AT  
(STREET ADDRESS)

<b>Tshwane House</b>					
<b>Supply Chain Management</b>					
<b>320 Madiba Street</b>					
<b>Pretoria CBD</b>					
<b>0002</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Vusi P Mabona
CONTACT PERSON	Mulondi Rasekgala	TELEPHONE NUMBER	012 358 2962
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	vusim@tshwane.gov.za
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



**PRICING SCHEDULE: FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of Bidder.....	Bid Number <b>TMPD 07-2025.26</b>
Closing Time <b>10:00</b>	Closing Date <b>10 March 2026</b>

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

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

- Required by: .....
- At: .....  
.....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\* Delete if not applicable

**PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)**

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

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

Name of Bidder .....	Bid number <b>TMPD 07-2025.26</b>
Closing Time <b>10:00</b>	Closing Date <b>10 March 2026</b>

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

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

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm
- \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- \* Delete if not applicable

## PRICE ADJUSTMENTS

### A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE


**B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 <sup>st</sup> Adjustment	After 12 calendar months
2 <sup>nd</sup> Adjustment	After 24 calendar months

**NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made**

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>) .....
  - 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. ....  
.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars. ....

.....

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

3.10.1 If yes, furnish particulars. ....

.....

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

3.11.1 If yes, furnish particulars. ....

.....

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

3.12.1 If yes, furnish particulars. ....

.....

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

3.13.1 If yes, furnish particulars. ....

.....

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

3.14.1 If yes, furnish particulars: ....

.....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**



# 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:

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. **\*YES / NO**

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

.....  
 .....

4.1 Will any portion of goods or services be sourced from outside **\*YES / NO**

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?

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	Points
<b>PRICE</b>	90
<b>SPECIFIC GOALS</b>	10
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender

is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10}
 \end{array}$$

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Specific goals	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> <li>Level 1</li> <li>Level 2</li> <li>Level 3</li> <li>Level 4</li> </ul>	<ul style="list-style-type: none"> <li>4 Points</li> <li>3.5 Points</li> <li>3 Points</li> <li>2.5 Points</li> </ul>	

Specific goals	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
<ul style="list-style-type: none"> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>• 0 Points</li> </ul>	
EME and/ or QSE	1 Point	
At least 51% of Women-owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	
At least 51% owned companies by Youth	1 Point	
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	2 Points 1 Point 1 Point	

**N.B** For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

## 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 **TMPD 07-2025.26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM: RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....  
2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years.
  - c. 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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 (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM  
TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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: **TMPD 07-2025.26**

**TENDER FOR THE APPOINTMENT OF SERVICE PROVIDERS TO PROVIDE SECURITY SERVICES AT VARIOUS SITES BELONGING TO THE CITY OF TSHWANE, INCLUDING SUBSTATIONS AND RESERVOIRS, FOR A PERIOD OF 3 YEARS**

(Bid Number and Description)

in response to the invitation for the bid made by:

### CITY OF TSHWANE MUNICIPALITY

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 consortium<sup>3</sup> will not be construed as collusive bidding.

<sup>3</sup> 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.



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**



## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

July 2010

#### NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

### **1. Application**

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

### **3. General**

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

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>4. Standards</b>	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information inspection.</b>	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	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: <ul style="list-style-type: none"> <li>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</li> <li>(b) a cashier's or certified cheque</li> </ul>
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
<b>8. Inspections, tests and analyses</b>	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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

<b>11. Insurance</b>	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services, services</b>	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul>
	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.
<b>14. Spare parts</b>	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
  - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
  - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
  - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
  - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
  - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.



- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or 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 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.
<b>26. Termination for insolvency</b>	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>27. Settlement of Disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

## DRAFT SLA

### 1. SERVICE LEVEL AGREEMENT (SLA)

- 1.1 The service provider will be provided with a DRAFT Service Level Agreement (SLA), which shall detail the agreed service to be delivered, how such a service is measured in the provision thereof and the response time for such a service.
- 1.2 Incident escalation procedures will form part of the SLA. The service provider must provide detailed information with the SLA compliance and how it intends ensuring continuous compliance to it.
- 1.3 The Service Level Agreement (SLA) is only considered valid once all parties have signed the Service Level Agreement (SLA).
- 1.4 Some of the aspects to be included in the SLA:

Technical Aspects	Frequency	Action
5. Any security breach (including alarms) to be recorded using a red pen in the Observation/Occurrence Book (OB)	Always	Service Provider
6. All incidents are to be signed off by the shift supervisor when they occur	Always	Service Provider
7. Security threats, incidents, including false alarms, are to be investigated and reported by the on-duty Security immediately when the event occurs	Always	Service Provider
8. The malfunction of remote control, radio and/or gate to be reported to the on-duty Security for approval and immediate repair / replacement	Always	Service Provider / City of Tshwane Metropolitan Municipality

Administrative Aspects	Frequency	Responsibility
7. Submission of daily incidents reports to APSS	Daily before 10h00	Service provider
8. Submission of monthly invoice and statement, and sign on sheets for all security personnel under his control as depicted within the specification. <b>After completion of a month's service</b>	The 1 <sup>st</sup> working day of each new month (Per contractual agreement)	Service Provider

9.	Weekly meeting with CoT: APSS, Site Supervisor of the Service Provider	Weekly	Service Provider/CoT
10.	Monthly meetings – Directors meeting of service providers	Monthly	Service Provider Directorate/CoT Management
11.	SLA Compliance and performance meetings	Quarterly	Service Provider/CoT
12.	Investigation reports	Within five (5) days after the incident	Service Provider APSS

## 1.5 REMOVAL OF EQUIPMENT AT THE END OR DURING THE CONTRACT

- 1.5.1 No equipment shall be removed from any installation without the prior written permission from the City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives (APSS) Asset Protection Service.

Only temporary installed equipment will be permitted to be removed, but only with prior written permission from the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.

### 1.5.2 Working Hours

- 1.5.2.1 Personnel provided by the service provider in terms of this agreement shall, be prepared to work 12hr shift system.

- 1.5.2.2 Working shifts will commence as follows:

Dayshift (06h00 to 18h00) and nightshift (18h00 to 06h00); Mondays to **Sundays** and public holidays.

- 1.5.2.3 Personnel provided by the service provider shall sign on and off duty daily.

- 1.5.2.4 Successful Bidder should note the following – Upon award the following should be adhered to in regard to the Start date and the end date of contract

- 1.5.2.4.1 Starting date and time of the new contract – 1<sup>st</sup> Shift shall commence (06:00 – 18:00)

- 1.5.2.4.2 End of contract of the contract - Final shift shall be (18:00 – 06:00)

## 1.6 MONTHLY MEETINGS

- 1.6.1 The Service provider will be required to attend MONTHLY meetings (as needed).

Minutes and records (including Attendance Register) of such Co-ordination shall be the responsibility of the Employer (City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives. for the duration of this contract.

- 1.6.2 Minutes of the meetings will be made available to the service provider within seven (7) working days of the said meeting.

## 1.7 OPERATIONAL MEETINGS

- 1.7.1 The Service Provider will be required to attend WEEKLY and ad hoc Operational Meetings with the City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives to discuss and resolve all operational issues, including all non-compliance issues; penalties to be imposed on non-compliance, ad hoc requests, etc.

- 1.7.2 Minutes and records (including Attendance Register) of such meetings shall be the responsibility of the Employer (City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives for the duration of this contract.

## 1.8 PROCEDURE ON AD HOC REQUESTS

- 1.8.1 In the case of ad hoc request, such instances must be supported by official correspondence by the City of Tshwane Metropolitan Municipality, clearly outlining the following:

- 1.8.1.1 Nature of ad hoc services requested.
- 1.8.1.2 Site relating to ad hoc services requested.
- 1.8.1.3 Start date and time of ad hoc services requested.
- 1.8.1.4 End date and time of ad hoc services requested.
- 1.8.1.5 Number of guards requested for ad hoc services requested.

- 1.8.1.6 Hours for which ad hoc services request are made, and for which shift.
- 1.8.1.7 PSIRA Grade of security guard required.
- 1.8.1.8 Patrol Vehicle/K9/Quadbike and Guard(s): PSIRA Grade.
- 1.8.1.9 Rate as per tender amount.
- 1.8.2 The Ad hoc services request above must be in the form of a letter on a City of Tshwane Metropolitan Municipality letterhead, properly dated and signed by the delegated City of Tshwane Metropolitan Municipality official.

## 1.9 MONTHLY WRITTEN REPORT

- 1.9.1 The service provider must present a monthly written report on the services rendered by it, in respect of the site/affected property. Unless the City of Tshwane Metropolitan Municipality prescribes otherwise, this report shall include the following:
  - 1.9.1.1 Name, address and telephone number of the service provider.
  - 1.9.1.2 Date of report and reporting period.
  - 1.9.1.3 Incidents/events.
  - 1.9.1.4 Problems including administrative problems with the City of Tshwane Metropolitan Municipality experienced during the reporting period.
  - 1.9.1.5 Any factors that affect, or may affect, the safety of the site/affected property or people and equipment.
  - 1.9.1.6 The City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives may request supplementary and interim reports from the service provider.

## 1.10 WRITTEN DOCUMENTATION

- 1.10.1 All correspondence to the service provider will be in writing.
- 1.10.2 A record of security operation undertaken in a specific area, losses, and results made are required in the form of a dated and signed sheet in a format that will be determined by the City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.
- 1.10.3 Any security breach / incident will be properly documented by the service provider and needs to be reported to the City of Tshwane as it occurs.



- 1.10.3.1** All incidents shall be reported as soon as they occur and in writing.
- 1.10.3.2** A flash/notice report must be generated by the service provider and immediately submitted to Asset Protection Security Services (APSS).
- 1.10.3.3** A detailed preliminary investigative report with corrective and preventative measures shall be submitted within 12 hours of the incident.
- 1.10.4** The form and layout of the security data to be captured in electronic format will be agreed upon, after the contract has been awarded, with the successful service provider.
- 1.10.5** A monthly summary of all incidents including successes (Arrests, incident prevention, convictions, etc.) must be submitted to the City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives

## **1.11 INVOICING AND PAYMENTS**

- 1.11.1** When making a claim for payment, the service provider shall submit to the City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives a complete and correct Tax Invoice.

- 1.11.2** The following information shall be reflected on the Tax Invoices.

The City of Tshwane's VAT registration number: **400142267**

The service provider shall address the Tax Invoice to:

City of Tshwane metropolitan Municipality

P.O. Box 440

Pretoria

0001

Attention: Director Asset and Property Security Services

- 1.11.3** Each tax Invoice must include the following information:
  - 1.11.3.1** Name and address of the service provider (company name) and the service manager.
  - 1.11.3.2** The contract number and title.
  - 1.11.3.3** Service provider's VAT registration number (Those who are registered must provide this reference number.
  - 1.11.3.4** The City of Tshwane Metropolitan Municipality's Vendor registration number.
  - 1.11.3.5** The City of Tshwane's VAT registration number: **400142267**

- 1.11.3.6 The service providers banking details
- 1.11.3.7 The words: Tax Invoice.
- 1.11.3.8 Date of Invoice.
- 1.11.3.9 Invoice Number.
- 1.11.3.10 The period for which payment claim is being made.
- 1.11.3.11 Purchase Order Number.
- 1.11.3.12 Full description of service/task performed. (In the event of emergency callouts, the time and date and name of the person who called the service provider must be indicated).
- 1.11.3.13 Fixed monthly contracted services performed.
- 1.11.3.14 Details of services rendered.
- 1.11.3.15 Total amount invoiced excluding VAT, the VAT amount and the invoiced amount including VAT.

5.13. Tax Invoice must be submitted along with the following evidential documentations:

- 5.13.1 Deployment sheets.
  - 5.13.1.1 Service reports/sheets.
  - 5.13.1.2 Log sheets, with vehicle tracking system report (if applicable).
  - 5.13.1.3 Time sheets.
  - 5.13.1.4 Schedules and reports are properly completed, setting out details of services / tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness.
  - 5.13.1.5 Ad-hoc services: City of Tshwane signed off authorization letter to be attached to the claim.
  - 5.13.1.6 No payment of any invoices will be made unless the record sheets, for the work being invoiced, have been duly completed and are verified by the City of Tshwane responsible person.
  - 5.13.1.7 City of Tshwane Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives shall on on-going bases ensure that security services are rendered in pursuit of this contract. If there are penalties against the services provider, such penalties shall be deducted and credited to the City of Tshwane.

5.13.1.8 All ad hoc work claimed must clearly show the hourly rate x number of hours worked x number of guards per shift = total rate claimed (formula to be shown on tax invoice).

5.13.2 All invoices and supporting documentation must be submitted by the **1<sup>st</sup> working day of the month after completion of the monthly service.**

#### 5.14 DAMAGES

5.14.1 Any damage caused by the service provider or its staff to property and existing services of the City of Tshwane Metropolitan Municipality shall be repaired at the expense of the service provider.

5.14.2 The security service provider will be responsible to refund/reimburse the City of Tshwane Metropolitan Municipality for all damages and losses to sites/affected properties belonging to the City of Tshwane Metropolitan Municipality, resulting from its employees whilst on the City of Tshwane Metropolitan Municipality sites (if the company is found negligent after a formal City of Tshwane Metropolitan Municipality investigation).

5.15 Any Claims / Deductions will be processed in form of CREDIT NOTES to be submitted by the service provider.

#### 5.16 DESIGNATED REPRESENTATIVES OF THE CITY OF TSHWANE

5.16.1 The duties of the designated representative of the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives will be to manage and control the performance of the security operations by the contracted service providers.

#### 5.17 REPORTING OF SECURITY BREACH INCIDENTS / ACCIDENTS

5.17.1 All incidents shall be reported as soon as they occur, and a flash/notice report generated within the same shift. A preliminary investigative report shall be submitted within 12 hours of the occurrence of the incident.

5.17.2 All security breach incidents and accidents shall be reported in the OB (Occurrence Book).

- 5.17.3 Such Occurrence book shall be made available to the City of Tshwane Metropolitan Municipality's official for control/inspection purposes upon request.
- 5.17.4 All visits to their personnel by supervisors of the service provider, including the time at which the visit is made, and any relevant information shall be recorded at the time in the Occurrence Book.
- 5.18 COMMENCEMENT OF SERVICE
- 5.18.1 Service shall be rendered only upon receipt of the Letter of Award and subject to the signing of a Service Level Agreement (SLA) by both parties which shall be in accordance with this tender.
- 5.18.2 All security officers, as well as the security firm, shall be registered with PSIRA and shall comply with the law.
- 5.18.3 Upon appointment, and after consultation with the Chief of Police or his/her appointed representative, service providers will be given a period of three months to submit the required paperwork. All required documents, including criminal background checks, must be at the cost of the service provider.
- 5.19 RESTRICTIONS OF THE ERECTION OF STRUCTURES AND EQUIPMENT
- The erection, installation, or alteration by the service provider of any structures including movable temporary office accommodation units which the service provider may wish to erect for administrative and supervisory purposes and equipment in or on the site in terms of this contract shall be subject to the prior written approval of the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives
- 5.19.1 No domestic housing facilities will be allowed on site.
- 5.19.2 The service provider shall, where necessary and at its own expense, make its own arrangements for the accommodation of its employees, including ablution / restroom facilities. Area around the ablution /restroom facility and any other accommodation for staff, shall be kept clean (free of vegetation / grass etc.) at the expense of the service provider.
- 5.19.3 The contractor is responsible for the supply of toilet rolls. Toilets must be cleaned and serviced at least twice weekly.

## 5.20 SECURITY PERSONNEL TRAINING

- 5.20.1 The service provider shall facilitate the necessary training programs including initial and refresher courses to ensure that all personnel is capacitated.
- 5.20.2 Service Provider must ensure proper induction to the newly appointed personnel.
- 5.20.3 The service provider is responsible for the training of its staff at accredited institutions in compliance to applicable guidelines of the emergency plan.
- 5.20.4 Should any employee of the service provider not perform his/her duties to the satisfaction of the Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives. The service provider should remove such an employee from the site and replace him/her with an alternative competent staff member.
- 5.20.5 The Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives may perform any security related taskings, as it is necessary from time to time to ensure that the service provided by the service provider is acceptable in terms of the specifications. The City of Tshwane Metropolitan Municipality or its representative will, however, not act as supervisors and any such tests or absence thereof, shall not relieve the service provider of its responsibilities under this contract.

## 5.21 SITE HAND OVER

- 5.21.1 City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives shall ensure proper handing over of the site.

## 5.22 PENALTY CLAUSES

- 5.22.1 The City of Tshwane Metropolitan Municipality, Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives, is responsible for routine inspections to the service provider's areas of

deployment to ensure an acceptable level of service is rendered in terms of both these specifications and/or Standard Operational Procedures (SOP).

- 5.22.2 Noncompliance detected through such routine inspections will result in a penalty being levied against the service provider and such a penalty could range from monetary value to the reduction in work allocated and / or the termination of the service. The penalty furthermore serves as a quality control indicator.
- 5.22.3 The option of applying a penalty is but one aspect in a series of intervention options which may be implemented, depending on the severity and / or continuation of the same irregularity. A penalty application should be regarded as an indicator which requires immediate corrective action to be implemented by the service provider, failure of which may activate further intervention options. The escalation of action, although designed in a priority format, may be implemented without following the set priority. This action will depend on various factors such as the severity of the irregularity or any action / activity which results in poor service delivery, or which is in contravention of the specifications. The interventions may include one or a combination of a penalties, educational, written clarification, reduction in work allocated, removal from specific site or termination of service.
- 5.22.4 The submission of invoices for work completed is closely linked to the penalty clause, which requires the service provider to submit a credit note to the said penalties incurred.
- 5.22.5 Failure to submit the credit note as required by the penalty notice as issued by the City of Tshwane, subsequent tax invoices submitted will not be processed for payment.
- 5.22.6 In case of replacement order/notice, the service provider must replace the item specified in the order in the line with clause 5.29.1 of (Breach of contract), failure to honour the order by the service provider, the city reserves the right to withhold payments for subsequent tax invoices submitted.

5.22.7 The gravity and the severity of transgression/or negligence in the part of the service provider as determined by APSS may lead to termination of the contract by the City of Tshwane.

5.22.8 The following penalty clauses will apply:

NO	NATURE OF BREACH	1 <sup>ST</sup> BREACH	2 <sup>ND</sup> BREACH	3 <sup>RD</sup> BREACH
1.	No Baton	R250 per shift per site, or part thereof. Written warning	R350 per shift per site, or part thereof. Final written warning	Termination of contract.
2.	Non-functional flashlight and adequate fully charged/new batteries	R250-00 per shift, or part thereof. Written warning	R350 per shift per site, or part thereof. Final written warning	Termination of contract.
3.	No or incomplete uniform	R2 000 per guard per shift. Written warning – replacement of guard	R2 500 per guard per shift. Final written warning – replacement of guard	Termination of contract.
4.	No handcuffs	R250 per shift per site, or part thereof. Written warning	R350 per shift per site, or part thereof. Final written warning	Termination of contract
5.	Failure to detect firearms	R500-00 per site, Written warning	R500-00 per site, Final warning	Termination of contract
6.	Deployment of guards without firearms and/ or ammunition / no valid Firearm Authority Permit	R 500 per shift. Written warning	R1 500 per shift. Final written warning	Termination of contract.
7.	Two-way radio/cellphone (none, defective)	R2 000 per (12) hour shift, or part thereof, per site Written warning	R2 500 per (12) hour shift, or part thereof, per site Final warning	Termination of contract
8.	No visit by supervisor per 12-hour period	R2 000 per (12) hour shift, or part thereof	R2 500 per (12) hour shift, or part thereof.	Termination of contract.
9.	Late for duty within 3 hours	R200 per guard per hour per and per shift per site. Written warning	R300 per guard per shift per site. Final Written warning. Replacement of guard	Termination of contract.

10.	Late for duty after 3 hours	R500 per hour per guard per shift per site. Written warning. Replacement of guard.	R600 per hour per guard per shift per site. Final written warning. Replacement of guard	Termination of contract.
11.	Reporting off to duty prematurely	R500 per guard per shift per site. Written warning. Replacement of guard	R600 per guard per shift per site. Final written warning. Replacement of guard	Termination of contract.
12.	Leave (desertion post) designated area without authority	R500 per guard per hour per and per shift per site. Written warning	R600 per guard per shift. Final written warning. Replacement of guard	Termination of contract
13.	Appointment/ PSIRA identification not presented.	R500-00 per guard per shift, or part thereof. Written warning – replacement of guard	R600 per guard per shift, or part thereof. Final warning – replacement of guard.	Termination of contract
14.	Deployment of guards without valid PSIRA registration	Termination of contract.	Termination of contract.	Termination of contract.
15.	No Body Armour (only applicable to site that requires body armorer)	R500-00 per (12) hour shift, or part thereof, per site Written warning	R800-00 per (12) hour shift, or part thereof, per site Final warning	Termination of contract
16.	Short posting per guard	R2000-00 per guard Written warning	R3000-00 per guard Final warning	Termination of contract
17.	Sleeping on duty / not totally alert	R500 per event, per site Written warning	R600 per event, per site Replacement of guard	Termination of contract.
18.	Guard under the influence of alcohol or other substances	R1500 per event, per site (Immediately removal guards)		
19.	Fail to book out / back from hourly patrol	R500 per guard, per shift. Written warning.	R600 per guard per shift. Final written warning	



20.	Fail to book on or off duty + signature	R500 per guard per shift. Written warning	R600 per guard per shift	
21.	Malicious damage to property	Total value in rand of stolen property Appropriate remedial action taken including dismissal		
22.	Un-availability of motor vehicle during posting (only applicable to site that requires vehicles)	R1000-00 per (12) hour shift, or part thereof, per site Written warning	R2000-00 per (12) hour shift, or part thereof Final warning	Termination of contract
23.	Failure to deploy Dog (only applicable to site that requires dogs)	R500-00 per (12) hour shift, or part thereof, per site Written warning	R1000-00 per (12) hour shift, or part thereof, per site Final warning	Termination of contract
24.	Any other conduct which may negatively impact of jeopardize the service required	R500-00 per (12) hour shift per item per site Written warning	R1000-00 per (12) hour shift per item Final warning	Termination of contract
25.	Failure to deploy guards due to illegal industrial action	R500-00 per (12) hour shift per item per site Written warning	R1000-00 per (12) hour shift per item per site Final Written warning	Termination of contract on affected site

#### 5.22.8.1 General penalties will apply in the following cases:

NO	NATURE OF BREACH	PENALTY
1.	Losses occurred due to negligence	Value of loss and written warning. A similar incident not necessarily leading to a loss might lead to termination at that site
2.	Non-attendance of weekly meetings by the Company representative	R2000-00 per failure Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
3.	Non-attendance of monthly meetings by the Company Managing Director or the Chief Executive Officer	R2000-00 per failure Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
4.	No reports as determined by the service provider or as agreed on monthly reports within three working days	R1000-00 per failure

		Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
5.	No occurrence book entries or incorrectly noted entries	R500-00 per page on which any number or faults are found. Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
6.	Compiles / making false occurrence book entry	R1 000 per false entry found. Written warning
7.	Failure to report an incident within 24 hours	R1000-00 per incident Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof
8.	No daily posting sheets received	R500-00 per day Written warning to a maximum of 3 times could lead to a termination of the contract or part thereof

## 5.23 ACTS, STANDARDS, REGULATIONS AND CODES OF PRACTICE

5.23.1 Where reference is made to any Code of Practice or Standard Specification the latest amendment or edition shall apply. Bidders shall ensure that they are acquainted with the contents of such documents.

5.23.2 In terms of this specification all security service providers and their employees to be deployed on the premises of the Council shall at all times, during the term of this agreement, remain registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) and comply with the Private Security Industry Regulations 2002. Certified copies of the relevant certificates must be forwarded to the City of Tshwane before commencement of the contract.

5.23.3 The security services shall be carried out in accordance with the latest issues or amendments to the following relevant legislation where applicable:

5.23.3.1 Private Security Industry Regulation Act 2001 (Act 56 of 2001).

5.23.3.2 The Private Security Industry Regulations 2002 dated 14 February 2002.

5.23.3.3 The Appeal Regulations 2002, promulgated on 14 February 2002.

5.23.3.4 The Compensation for Occupational Injuries and Diseases Act 103 of 1993.

- 5.23.3.5 The Occupational Health and Safety Act, 85 of 1993 and regulations as amended.
- 5.23.3.6 The Protection of Information Act of 2013.
- 5.23.3.7 The Labor Relations Act (Act 66 of 1995).
- 5.23.3.8 The Wage Determination Act (Act 481 of 1957).
- 5.23.3.9 Basic Conditions of Employment Act (Act 75 of 1997).
- 5.23.3.10 The Criminal Procedures Act (Act 51 of 1977 as amended).
- 5.23.3.11 Firearms Control Act and Regulations, Act No 60 of 2000.
- 5.23.3.12 Independent Communications Authority of South Africa, Act of 2000 as amended.
- 5.23.3.12.1 The Sectoral Determination Act (Basic Conditions of Employment Act 75 of 1997 as amended). Sectorial Determination No.6.
- 5.23.3.13 Employment Equity Act (Act 55 of 1998).
- 5.23.3.14 The National Building Regulations.
- 5.23.3.15 The Performing Animals Protection Act, 1935 (Act no 24 of 1935), as amended
- 5.23.3.16 Animal Protection Act. 1962 (Act no 71 of 1962)
- 5.23.3.17 The Local Fire Regulations (SANS 10139 / 10400).
- 5.23.3.18 Control of Access to Public Premises and Vehicles Act, Act No 53 of 1985.
- 5.23.3.19 Any other applicable law, regulation, by-law or local authority requirements that may now or hereafter be enforced.
- 5.23.3.20 All Provincial Ordinances and Local Authority By-laws and all relevant regulations promulgated thereunder influencing the business of the security personnel provided in terms of this contract.
- 5.23.3.21 No bidder shall use the services of a Temporary Employment Services, Labour Brokers or Independent Contractors.

## 5.24 INSURANCE

- 5.24.1 The appointed service providers will be required to provide the following insurance for the duration of the contract:
  - 5.24.1.1 Public Liability Insurance
  - 5.24.1.2 A copy of both Public Liability Insurance and third-party insurance policies must be submitted to the City of Tshwane Metropolitan Municipality. The policy must include, inter alia, cover for the liability arising out of the use of a

firearm as well as wrongful arrest and detention and should have a minimum cover of R10 million per incident/claim irrespective of the quantity of claims or incident. The Insurances will be maintained from the commencement date to the date of the certificate of completion.

5.24.1.3 The service provider shall effect and pay for any supplementary insurance shortfall.

5.24.1.3.1 The City of Tshwane Metropolitan Municipality shall have the right to examine the insurance policies maintained by the security service provider at any time before or during the subsistence of this agreement.

## 5.25 CONFLICT

5.25.1 If there appears to be any conflict, and or contradiction between the documents comprising the Agreement, site job description, security specifications and a Letter of Appointment, the service provider shall refer the matter to the City of Tshwane Metropolitan Municipality for a decision before proceeding with the execution of the Agreement or part thereof affected by the conflict.

## 5.26 CONFIDENTIALITY

5.26.1 The service provider must not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the service provider, enters the public domain or to information which was already in the possession of the service provider at the time of disclosure (evidenced by written records in existence at that time). Should the service provider disclose information to others where required by this contract, the service provider must ensure that the provisions of this clause are complied with by the recipient.

5.26.2 If the service provider is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the City of Tshwane Metropolitan Municipality Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives.

- 5.26.3 In the event that the service provider is, at any time, required by law to disclose any such information which is required to be kept confidential, the service provider, to the extent permitted by law prior to disclosure, notifies the City of Tshwane Metropolitan Municipality so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the service provider may disclose that portion of the information which is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- 5.26.4 The use of images (whether photographs, video footage or otherwise) of the City of Tshwane Metropolitan Municipality's property or any portion thereof while providing the service and after the end of the service period, requires the prior written consent of the City of Tshwane Metropolitan Municipality. All rights in and to all such images are vested exclusively in the City of Tshwane Metropolitan Municipality.
- 5.27 FAILURE OR DELAY IN PROVIDING A SERVICE
- 5.27.1 Upon any delay beyond the set date, the City of Tshwane Metropolitan Municipality may, without terminating the Agreement, be entitled to obtain similar services from a third party as the MUNICIPALITY may require performing the service.
- 5.27.2 The City of Tshwane Metropolitan Municipality shall recover any adverse difference in costs it may incur as well as any other damage which may be suffered by the MUNICIPALITY due to the security service provider's non-performance or partial performance of the required service.
- 5.27.3 If the security service provider fails to render the services, the City of Tshwane Metropolitan Municipality shall have the right to, in its sole discretion, either deduct the monthly amount (rate), or claim any damages or losses suffered in lieu of such a penalty.
- 5.28 ETHICS
- The following Code of Ethics is applicable to the service provider and its staff and should be read in conjunction with the PSIRA Code of Conduct.
- 5.28.1 Abide by all PSIRA Regulations.

- 5.28.2 Any offer, payment, consideration, or benefit of any kind made by the service provider, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the service provider's obligation to provide the service or taking any other action as appropriate against the service provider (including civil or criminal action).
- 5.28.3 The City of Tshwane Metropolitan Municipality may terminate the service provider's obligation to provide the service if the service provider is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- 5.28.4 Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the City of Tshwane Metropolitan Municipality or other people organizations and including circumstances where the service provider or any such member is removed from the approved vendor database of the City of Tshwane Metropolitan Municipality because of such practice.
- 5.29 **BREACH OF CONTRACT**
- Should the security service provider:
- 5.29.1 Fail to punctually comply with the terms and conditions of its' obligations in terms of this Agreement and remain in default for more than fourteen (14) calendar day after being notified in writing to do so by the City of Tshwane Metropolitan Municipality's Chief of Police / Commissioner and or his/her appointed delegate / representatives Asset Protection Security Services (APSS) or his/her designated representatives; or
- 5.29.2 Any security breach and /or no compliance to the terms and condition of this contract shall be rectified by the service provider within fourteen (14) days. Any Failure by the service provider to rectify may result with the City of Tshwane, terminating the service of the contractor where such services are affected.
- 5.29.3 Commit or permit any breach of any other terms of this Agreement and fail to commence remedying such breach within a period of fourteen (14) calendar days after the receipt of notice to that effect by the City of Tshwane Metropolitan Municipality and complete the remedying of such breach within a reasonable time; or

- 5.29.4 Repeatedly breach any of the terms of this Agreement in such a manner as to justify a conclusion to the effect that the service provider's conduct is inconsistent with its obligations under this Agreement, then and in any such events the City of Tshwane Metropolitan Municipality or its delegated representative shall, without prejudice to its rights to claim damages or to any other rights it may have:
- 5.29.4.1 Be entitled to cancel this Agreement with immediate effect; or
- 5.29.4.2 In the case of failure to comply, be entitled to remedy such breach and immediately recover the total cost incurred by it in so doing from the service provider.
- 5.29.4.3 Should the City of Tshwane Metropolitan Municipality institute action pursuant to this Agreement it shall be entitled to recover all legal costs incurred by it on an Attorney/City basis from the service provider.
- 5.29.5 The parties hereby consent in terms of Section 45 of the Magistrate's Court Act No.32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28(1) of such Act in any action or court procedure instituted by the arising out of this Agreement, notwithstanding the fact that the amount of the claim or the amount in dispute may exceed the jurisdictional limit of the Magistrate's Court. Notwithstanding the foregoing, the City of Tshwane Metropolitan Municipality shall be entitled at its sole discretion to institute proceedings in any other competent court of law.
- 5.29.6 It is agreed that all the terms and conditions reflected in this Agreement are material conditions which must strictly be complied with.
- 5.29.7 The provision of a high standard and quality security services is of essence in this contract. Any failure to reach and maintain such a standard to the satisfaction of the City of Tshwane Metropolitan Municipality or its delegated representative shall constitute a breach to the terms and conditions of the contract. In case of any alleged breach of the terms and conditions of this contract, the City of Tshwane Metropolitan Municipality or its delegated representative shall institute an investigation to determine the cause and extent of the breach in question.
- 5.29.8 If the service provider and/or any member of its personnel contravenes or fails to comply with any part of the conditions of this agreement, which includes the

sub clauses hereunder or any part thereof, it shall be deemed to be a breach of the contract.

- 5.29.9 Security officers shall be required to render the services required by the City of Tshwane Metropolitan Municipality. Should it at any time during the term of this contract be determined that security personnel of a lower grade or with inadequate training or no training at all were provided, all overpayments made to the appointed service provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed and it will be regarded as a material breach of the contract which could lead to the termination of the contract.
- 5.29.10 The City of Tshwane Metropolitan Municipality will also be entitled to set any payments made or to be made in respect of such security officials off against any payment due to the appointed service provider.
- 5.29.11 Notwithstanding anything contained to the contrary in this Agreement, should the service provider become insolvent, assign, surrender or attempt to assign, or surrender its estate or allow any default judgement against it to remain unsatisfied for seven (7) days or if the said judgement is not rescinded within fourteen (14) days of the default judgement, or be liquidated or placed under judicial management or be placed under or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this Agreement or the remainder of the tender document then upon the occurrence of any one (1) or more of the aforesaid events, the City of Tshwane Metropolitan Municipality may without prejudice to any other rights it may have, elect to:
  - 5.29.11.1 Be entitled to cancel this Agreement with immediate effect; or
  - 5.29.11.2 In the case of failure to comply, be entitled to remedy such breach and immediately recover the total cost incurred by it in so doing from the service provider.



5.30 TERMINATION OF CONTRACT

- 5.30.1 The City of Tshwane Metropolitan Municipality may, without prejudice to any other rights, at any time and by giving fourteen (14) calendar days' written notice terminate the appointment of a security service provider if:
- 5.30.1.1 The City of Tshwane Metropolitan Municipality has any reason to believe that the security service provider or anyone employed by the security company or acting on its behalf, whether with or without the service provider's knowledge, engages in a corrupt practice/s in connection with this appointment/contract.
- 5.30.1.2 There is substantial change of ownership or control of the service provider to a third party, without the City of Tshwane Metropolitan Municipality's prior written permission.
- 5.30.1.3 The service provider acts against the expressed policies and instructions of City of Tshwane Metropolitan Municipality or acts fraudulently.
- 5.30.1.4 The service provider's employees/personnel/security officers partake in strikes and obstructs / hinders the City of Tshwane Metropolitan Municipality from performing its mandated functions, relating to unpaid wages, salaries, bonuses, benefits, allowances, full time employment, etc., in terms of this Contract/Agreement/Tender.

5.31 COST ADJUSTMENTS

- 5.31.1 The cost for all items quoted herein shall remain firm for the first year (12 months) starting at the date of commencement of the contract.
- 5.31.2 Costs for succeeding years and any extension of term shall be subject to statutory increases / adjustments as per the relevant legislation, and approval by the City of Tshwane Metropolitan Municipality.
- 5.31.3 Any requested cost increase shall be fully documented and submitted to the City of Tshwane Metropolitan Municipality - Financial Services Department: Supply Chain Management Division, at least sixty (60) days prior to the contract anniversary date.
- 5.31.4 On written approval from City of Tshwane Metropolitan Municipality - Financial Services Department: Supply Chain Management Division, the service provider must immediately submit the approval letter to the reporting department (Tshwane Metro Police Department – Asset Protection Security Services division).

**5.32 PRICING AND DELIVERY SITES**

**5.32.1** The estimated quantities set out in the sites are subject to the City of Tshwane's assessment of its business requirements and City of Tshwane Metropolitan Municipality reserves the right to increase or decrease the quantities of guards or equipment at any time "as and when" required based on operational requirements and financial implications to the City of Tshwane Metropolitan Municipality.

**6.1 GENERAL**

**6.1.1** All security equipment's and accessories must be available for inspection and approved by the City of Tshwane Chief of Police and or his/her delegated designated representatives of Asset Protection Security Services (APSS).

**6.1.2** Bidders are bound by the specifications, prices, terms, and conditions stipulated in this Tender.

**6.1.3** It is the responsibility of the service provider to make him or herself familiar with the by-laws of the City of Tshwane.

**6.1.4** Service Providers will be required to complete a document that will exempt the City of Tshwane from any incident, accident or any loss or damages caused by the service provider or its workers; this will also mean that service providers will take full responsibility of their work and people under their control.

This document will be completed before commencement of the contract.

**6.1.5** The deployment plan will only be provided to the successful bidder/s upon appointment.