



ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 03/2026

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
REPAIRS, MAINTENANCE AND SUPPLY OF SLIDING
GATES, PALISADE, SECURITY- FENCING AND GATE
MOTORS**

BID DOCUMENT

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES
P O Box 29
LADYSMITH
3370**

Telephone: 036 631 1777

E-Mail: bjstrydom@alfredduma.gov.za

BIDDER'S NAME:

TRADING NAME:

**ALFRED DUMA LOCAL
MUNICIPALITY**

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

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ALFRED DUMA LOCAL MUNICIPALITY

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BID INVITATION

**ALFRED DUMA LOCAL MUNICIPALITY
INVITATION TO BID**

Bids are hereby invited from suitably qualified and experienced organisations/consortia in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following: PS 03/2026: Appointment of a Service Provider for the Repairs Maintenance and Supply of Sliding Gates, Palisade, Security- Fencing and Gate Motors.

BID DOCUMENTS ARE NOW AVAILABLE ON THE NATIONAL TREASURY E-TENDER PORTAL, www.etenders.gov.za.

**DEPARTMENT OF PUBLIC SAFETY AND EMERGENCY SERVICES
BID NO. PS 03/2026: APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIRS MAINTENANCE
AND SUPPLY OF SLIDING GATES, PALISADE, SECURITY- FENCING AND GATE MOTORS**

EVALUATION CRITERIA

1. Acceptable bids will be evaluated by using a system that awards points on the basis of the 80/20 preferential points system of which 80 points is for price and 20 points is for Ownership as a Specific Goal.
2. Race (HDI) 5/20- Ownership verification will be conducted in line with the Central Supplier Database and also by the BBBEE scorecard attributes AND
3. RDP Goals 15/20- the bidding company to prove that it is located in the Alfred Duma Local municipal area.

MANDATORY DOCUMENTS:

1. PSIRA Certificate - Security installation
2. PSIRA certificate – Training in installation and repairs of gate motors
3. COC -Certificate of compliance for electrical installation

Bid documents are obtainable from **Thursday, 26th March 2026**.

FUNCTIONALITY CRITERIA:

No	Description Items	Maximum Potential Score	Bid Evaluation Committee	Page Ref. No.
1	Undertaken work of similar nature in a Municipality or private sector (5 points per) (Attach appointment letter or orders and reference letters)	20		

2	Registered as a Security Service Provider with PSIRA – to do security gates/fencing and installation of Gate Motors. (Attach PSIRA certification specifying security installations)	10		
3	The service provider has an accredited certificate by PSIRA for training and repairs and installation of gate motors. (Attach PSIRA certification specifying training in installation and repairs of gate motors)	10		
4	Service provider to provide electrical competency to provide Electrical Certificate (COC-Certificate of Compliance for electrical installation) (Attach qualifications and accreditation documents, registered with the Department of Labour/ECB)	10		
	TOTAL SCORED	50		

- 1. COMPULSORY BRIEFING SESSION: Thursday 9 April 2026 at 10:00 at the Legal Services Boardroom, Lister Clarence Building, 221 Murchison Street, Ladysmith**
- 2. CLOSING AND OPENING DATE, TIME AND VENUE: Monday 4 May 2026 at 11:00 in Room 206 – Lister Clarence Building, 221 Murchison Street, Ladysmith.**

BID ENQUIRIES

Bid enquiries are to be addressed to Mr BJ Strydom at Tel no. 036 637 2231.

BID SUBMISSION

Sealed bids with the contract number and description of the bid endorsed on the envelope, with the bidders' details clearly indicated, must be deposited into the bid box located in the Public Entrance Door, Ground Floor of the Lister Clarence Building at 221 Murchison Street, Ladysmith on or before the closing date and time. Bids received after the said closing date and time and not clearly marked as prescribed, will not be considered. Facsimile and emailed bids will not be accepted.

Bid documents may only be submitted on the original bid documentation form as issued by the Municipality.

The following documents are mandatory:

- Up to date Municipal Rates and Service Charges and Water Statements where the company is located.
- Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
- CSD Report and BBBEE Certificate/Sworn Affidavit.

NB: Please note that the Municipality will only consider a service provider who is registered on the Central Supplier Database (CSD).

FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSIONS WILL INVALIDATE YOUR BID.

THE FOLLOWING IS APPLICABLE:

- **BIDDERS NEED TO SCORE A MINIMUM OF 80% TO BE ELIGIBLE FOR THE SECOND ROUND OF EVALUATION.**

PLEASE NOTE:

BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE FOLLOWING, NAMELY QUALIFICATION DOCUMENTS AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.

The Alfred Duma Local Municipality is not bound to accept the lowest bid and reserves the right to accept the whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

NOTICE NO. 13/2026

DATED: 18/03/2026

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MUNICIPAL MANAGER

ALFRED DUMA LOCAL MUNICIPALITY

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CONDITIONS OF THE BID

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES**

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexures must be initialed / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Alfred Duma Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of One Hundred and Twenty (120) days from the date they are lodged and may be accepted at any time during the said period of One Hundred and Twenty (120) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as **“Additional”** to the specific bid reference number.
8. Only bids on Alfred Duma Local Municipality official bid documents will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of Alfred Duma Local Municipality should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by Alfred Duma Local Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. Only bids received by **11:00** on the given closing date in the bid box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Alfred Duma Local Municipality or any other area within the boundary of the Alfred Duma Local Municipality, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Alfred Duma Local Area, all costs to attend such demonstration must be borne by the bidder

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GENERAL CONDITIONS OF CONTRACT

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES**

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **”Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. **“Tort”** means in breach of contract.
- 1.27. **“Turnkey”** means a procurement process where one Consultant assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information

- 5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a 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
- a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analysis

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

8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Goods and services, which are, referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2. This warranty shall remain valid for twelve (24) 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 (36) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1.** The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the 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.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

- 25.1.** Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2.** If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible

imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 03/2026

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
REPAIRS, MAINTENANCE AND SUPPLY OF SLIDING
GATES, PALISADE, SECURITY- FENCING AND GATE
MOTORS**

SPECIAL CONDITIONS

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIRS, MAINTENANCE AND SUPPLY OF
SLIDING GATES, PALISADE, SECURITY- FENCING AND GATE MOTORS**

SPECIAL CONDITIONS

CONDITION OF CONTRACT

1. The Alfred Duma Local Municipality in line with its Supply Chain Management Policy seeks an experienced service provider for repairs, maintenance and supply of sliding gates and gate motors, to ensuring that the new and current Municipal sliding gates are maintained at all times. The appointment will be for a period of three (3) years.
2. The Service Provider must have the capacity to deal with the repairs, maintenance and supply of sliding gates and gate motors on an as and when required basis.
3. A Preference of not less than five years' experience within the field of is required.
4. The nature of the work would entail security related access areas and therefor it would be essential that the service provider be registered as a security service provider at PSIRA or provide evidence that the owner and work force of the company applying for the bid does not have any criminal record from the SAPS.
5. Training to be provided to 6 (six) municipal officials on installation, maintenance and repairs of gate motors (training to be conducted by an PSIRA registered service provider, with accredited certificates).

This contract will be for a period of three (3) years from the date of signature of the Service Level Agreement by the parties.

1. SERVICE LEVEL AGREEMENT

A service level agreement will be entered into with the successful bidder.

- 3.1 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of confirmation by the Municipality for the acceptance by the successful bidder successful bidder will capture the time frames or performance applying to this contract.

3.2 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

- i) cancel its acceptance of the bid, or
- ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

2. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

3. BID VALIDITY

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

4. BID COMPLIANCE

The Bid must comply with the following: VAT must be indicated separately.

- This bid or part thereof may not be ceded.

5. MEETINGS

Progress meetings will be held monthly by both parties. This item is discussed further in the Service Level Agreement.

6. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids.

7. OTHER MATTERS

Bidders must also submit three year audited financial statements and credit ratings of the company.

Bidders must certify that he/she have no outstanding debts due to the Municipality where the bidder originates and any other Municipality or any service provider.

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIRS, MAINTENANCE AND SUPPLY OF SLIDING GATES, PALISADE, SECURITY- FENCING AND GATE MOTORS

SCOPE OF WORK

The specifications consist of five sections

1. New installations
2. Electrical fencing
3. Repairs, installation and maintenance on gate motors
4. Repairs, installation and maintenance on gates and steel palisades
5. Repair, installation and maintenance of clear view fencing
6. Repair, installation and maintenance of concrete palisade fencing.

The costing for the above scope of work should be done according to the specifications below:

1.New instillations

New installation cost will be determined by the unit and labour required for the proposed project at the time.

2.Electrical Fencing

With every electrical fencing installation an Electrical fencing compliance certificate must be issued.

Standards to be complied with

Standard	Subject
SANS 10400	The application of the National Building Regulations
SANS 10108	The classification of hazardous locations and the selection of electrical apparatus for use in such locations.
SANS 10142-1	The Wiring of Premises Part 1: Low - voltage installations
SANS 10222 -3	Electrical security installations Part 3: Electric security fences (non-lethal)
SANS 60335 -2-76	Household and similar electrical appliances - Safety Part 2-76: Particular requirements for electric fence energizers

SANS 60079	Explosive atmospheres: Part 14: Electrical installations design, selection and erection; Part 17: Electrical installations inspection and maintenance; Part 25: Intrinsically safe electrical systems
SANS 214-1	Electromagnetic compatibility - Requirements for household appliances, electric tools and similar apparatus Part 1: Emission
SANS 60529	Degrees of protection provided by enclosures (IP Code)
SANS 1274- 2014	Coatings applied by the powder-coating process
SANS 1091 - 2012	National colour standards

Electric Fence Specifications Technical Specifications

ITEM	SPECIFICATION
Energizer	<p>Specification of the energizer will be in accordance with IEC 60335-2-76 the International.</p> <ul style="list-style-type: none"> • Standard Peak value of input voltage must be above 7.5kV, but not exceeding 10kV • Maximum energy delivered to a load of 500Ω must not be less than 7.5 Joule. • Minimum interval between impulses should not be less than 1.0 Second • Impulse duration must not exceed be 50ms • Shock energy delivered anywhere on the fence should not be less than 3/5 Joules depending upon the energizer selected • For multi-zone systems the energizer must be able to energize the fence from both ends. This will ensure that the fence will still be live and able to deliver shock when a fence wire is cut from any point on the perimeter • Multiple energizers must synchronize their output in order to be regarded as one energizer with multiple outputs, all firing at the same time, as one single pulse • In order to provide optimum protection against lightning, all energizers must be installed in a dedicated lockable room inside the access control building • The energizer must have its own stand-by DC power and be programmable for up to 20 zone
Fence wires	<ul style="list-style-type: none"> •For larger perimeter and corrosive environment all conductor wires must be manufactured from aluminium 1.6mm, as it has a very good corrosion resistance by building up its own protection with an oxide layer, and in addition has a very low electrical resistance (33Ω/km), resulting in optimum energy availability with a maximum deterrence effect, along the energized perimeter fence, together with the highest degree of resistance to all inclement weather/atmospheric conditions • For smaller compounds like individual houses 1.0mm Aluminium wire would be suitable meeting the security as well aesthetic needs

	<ul style="list-style-type: none"> • Places where higher tensile strength is desirable 1.6mm high tensile hot dipped galvanized steel wire is the option. This wire offers same electrical resistance as 1.0mm Aluminium i.e. 100Ω/Km but has >200kg of tensile strength • Each fence conductor wire must be pulled in position with a force of about 20Kgs but not exceeding 25Kg <ul style="list-style-type: none"> • Pricing per meter
High Tension (HT) Insulated Cables	<p>15. Double insulated HT cables must be used to connect the energizer output connectors to the fence conductor wires of the energized perimeter fence</p> <ul style="list-style-type: none"> • Insulation of HT cables should be UV stabilized for outdoor installation • The HT cables must be run through a 32mm conduit for added protection and facilitate future repairs
Crimp Ferrules /Split Bolts	<p>The fence wire and the High Voltage cable should be connected with suitable aluminium crimp ferrules or Stainless-Steel split bolts. These components shall have the same material composition as the fence wire and the High Voltage cable</p> <p>Pricing per set</p>
Insulators	<p>The insulators should be made from a UV resistant material</p> <ul style="list-style-type: none"> • The insulator surface should not be damaged by flash over • The insulators should retain their rated mechanical strength over the temperature range of -10°C to +60°C. The insulators should not become brittle or soft under any ambient temperature conditions. <ul style="list-style-type: none"> • The insulator should be designed as such that the fence wire cannot be removed once installed • Tested to withstand a minimum arcing voltage of min 15kV when applied between the mounting screw and the 1.6mm aluminium conductor wire. During the test, insulators must be soaked with a 2 % saline solution, <ul style="list-style-type: none"> • No arcing may occur during the test. Strain insulators when fastened to a fixed point with its standard attachment screw, must withstand a pulling force of 300kg at 45°C when applied to a 2.24mm steel wire attached to the insulator
Tensioning Devices	<p>A non-metallic tensioning device should be used to tension the electric fence wires</p> <ul style="list-style-type: none"> • The tensioning devices should be able to withstand at least five times the maximum installed wire tension of 20kg • The tensioning device should allow for the accurate tensioning of the fence wires to the required tension. It should only be possible to tension the fence wires by means of a special made tool which should indicate the correct wire tension
Strain posts	<p>All strain posts should be manufactured from 50mm x 50mm square tubing.</p>

	<ul style="list-style-type: none"> • Strain posts should be fully galvanized/powder coated. All holes should be pre-drilled before galvanizing/coating
Intermediate posts	All intermediate posts will be manufactured from 25mm x 25mm square tubing • Intermediate posts should be fully galvanized/powder coated. All holes should be pre-drilled before galvanizing/coating
Lightning Protection Specifications	<p>The electric fence should be fitted with the appropriate lightning protection system in accordance with SANS 62305 Protection against lightning.</p> <ul style="list-style-type: none"> • Protection should be provided on both the high voltage output as well as the 230VAC input. • A common earth points at the enclosure for both the high voltage and 230VAC input lightning protection systems
Earthing Pegs	<ul style="list-style-type: none"> • Earth pegs must be used at the beginning or end of each zone, at a maximum distance of 50m apart. Earth pegs must be connected to the main earth rod, the fence posts and earth conductors of the fence. • Three (3) earth pegs, 1.8m apart in a triangle layout, must be installed at both sides of the Access Control Building (ACB). The pegs must be connected to the main earth rod and the first post on each side of the fence
New Installation	All new installations to calculated out of the material cost
Electrical installation Labour	Labour to be calculated per hour.

Fencing installation and Maintenance

Repairs, installation and maintenance on gate motors and steel palisade fencing

ITEM	SPECIFICATION
Supply gate motor	<ul style="list-style-type: none"> • The gate motors to be supplied has to be heavy industrial AC/DC gate motors D10. • Gate motor batteries has to be supplied for AC/DC D 10 gate motor. • The gate motor gear for AC/DC D 10 gate motor . • The charger unit for the battery for AC/DC D 10 gate motor • Motherboard for AC/DC D 10 gate motor. • Set wireless gate sensors compatible with AC/DC D 10 gate motor. • Set gate sensors for AC/DC D 10 gate motor. • External reader for additional remotes and tags compatible to AC/DC D 10 gate motor (to add on extra users - capable to read up to 250 tags).

	<ul style="list-style-type: none"> • Gate motor anti-theft unit able to be locked with a 25mm lock. • (4) Four button remote compatible with a AC/DC D 10 gate motor. • Programming of gate motors • Tags batches of 50 tags for AC/DC D 10 gate motor. • Tag readers for AC/DC D 10 gate motor • Loops to exist for AC/DC D 10 gate motor • Loop for exit closing loop for AC/DC D 10 gate motor • Exit sensors for AC/DC D 10 gate motor • Gate motor rack
Supply of gate rail track according to the following specification: The track sizes to quite	<ul style="list-style-type: none"> • Seven (7) meters • Eleven (11) meters • Fourten (14) meters
The track has to be constructed from the following material	<ul style="list-style-type: none"> • 35mm x 35 mm x 2mm angel iron • Round bar iron 12mm • Concrete strength has to be a minimum strength of not less than 25 mpa to be able to carry the weight of heavy plant. • Cement not lower that 42.5 N should be used
The method of construction:	<ul style="list-style-type: none"> • The trenching has to be done according to the track size not less 350mm wide x 250mm deep than. • Track to be imbedded below the concrete level to prevent heavy plant to damage it above ground level (within a V slope 1:25 mm channel) . • Round bar to be fitted on top of the angel iron with a stopper fitted at the end. • Wheels to be able to have smooth directions of flow on the track. • Anchors into the concrete has to be spaced with 1m intervals.
Steel Palisade gate sizes	<ul style="list-style-type: none"> • 3,5 m x 1,8 m • 5,5 m x 1,8 m • 6,5 m x 1,8 m

<p>The steel palisade gates have to be designed and constructed with the following material:</p>	<ul style="list-style-type: none"> • Construction similar to palisade iron inserts 40mm x 40mm at 90-degree angle x 2.5mm thickness and 1,8m in height • Frame work to consist of rectangular tubing 38mm x 38mm by 2 mm • The Conner poles to be rectangular tubing 2.2m x 75mm x75mm x 2mm
<p>The method of construction:</p>	<ul style="list-style-type: none"> • Frame work to be constructed with rectangular tubing according to the size of the required gate. • The inside of the frame should be constructed similar to palisade iron inserts. • Wheel set to be fitted on the bottom end of the gate • The rack of the motor to be fitted in the middle of the gate • Gate motor to be fitted ground level of the gate to the Conner pole. • The gate motor has to be fitted with an anti-theft bracket that can be locked with a padlock 25mm. • The gate motor guides to be fitted to ensure that the gate motor cannot be lifted from the track (anti-lift mechanism)

Steel palisade repairs and installation

ITEM	SPECIFICATION
<p>Steel palisades insert</p>	<ul style="list-style-type: none"> - All steel palisades to be priced per insert - Insert to be constructed with angel iron 40mm x40mm x 2.5mm 1.8mm in height and in 3m lengths - Uprights posts to be 2,2 m lengths 75mmx75mm x 1.6mm rectangular - Concrete strength has to be a minimum strength of not less than 25 mpa to be able to carry the weight of heavy plant.

	<ul style="list-style-type: none"> - Cement not lower than 42.5 N should be used - Concreted pricing to be done per cubic meter <p>All welding shall be done both sides of the welded area.</p>
Electrical components for gate motors	<ul style="list-style-type: none"> - Installation of a breaker at DB Box 15amp - Square conduit per meter - Flat serfex electrical cable per meter 15 amp

Clear view specifications

ITEM	SPECIFICATION
General	<ul style="list-style-type: none"> • All panels and posts are to be fabricated from pre-galvanized approved materials. • All panels and posts have to be anti-cut and grind impenetrable meshing. • All panels and posts have to be Anti-climb. • Security adds on to the fencing – spike fittings fitted on all inserts and posts. • The fencing must be a high performance, securely fitted, durable and presentable. • The service provider has to provide and (12) Twelve-months installation guarantee That the fencing installation be repaired with no cost to the Municipality in the event of installation problems. • The product must have a (3) three-year warranty in the event that the product has any signs of rust or faulty product line. That the fencing installation be replaced with no cost to the Municipality in the event of defective product line. • All panels to be fitted to the up-rights with anti-tamper screws that is fully galvanized that is specifically utilized for protection against unwanted tampering. • Where nuts and bolts are required, it has to conform to shear-off nuts and bolts to prevent removal of any sort. all bolts and nuts to be fully galvanized.

	<ul style="list-style-type: none"> The fence has to be installed on a concrete foundation 500mm wide and 150 mm depth re-enforced above ground level boxed were needed. The pricing for the concrete foundation to be done per meter
Panel Specs:	<ul style="list-style-type: none"> Pannels priced per pannel WIRE ARRANGEMENT: 3mm (main) x 3mm (cross) APERTURE: 12.7mm (Vertical) x 76.2mm (Horizontal) SHEET SIZE (m) : 2.4meters (Hight) x 3m (Wide) RIGIDITY: Number of bends - 4 V-Bends Spike fittings fitted on all inserts and tube posts Number of clamps – 16 Panel weight 42 kg
Posts Specification	<ul style="list-style-type: none"> Square Tube Posts 76mm x 76mm x 2mm Post Hight 300mm Up-right weight 12 kg Square Tube Posts should be fitted with a cover cap to prevent water to enter. Posts to be securely concreted 500mm x 500mm at 25 mpa Cement not lower that 42.5 N should be used

Security fencing

1. Concertina Razor Wire Coil Fencing

ITEM	SPECIFICATION
General description	<ul style="list-style-type: none"> Pricing per coil Single coils Crossed spiral coils Stainless steel sheets and galvanized high tensile claps Anti-climb and anti-cutting property
Blade size	<ul style="list-style-type: none"> Medium blade

Razor wire coil sizes	<ul style="list-style-type: none"> • Single coil 200 mm coil diameter, 33 loops, 8 m per coil. • Cross type razor wire, coil diameter 900 mm, thickness 2.5 mm, weight per coil 12 kg. • cross type razor wire, coil diameter 600 mm, thickness 2.5 mm, weight per coil 12 kg. • Stainless steel razor wire, 3 clips per coil, in 450 mm coils with blade.
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Welded Razor Wire Mesh

ITEM	SPECIFICATION
General	<p>Diamond welded razor wire mesh to be multi-functional, high security mesh fencing made of straight-blade netting welded together, packaging into a roll form for transport</p> <p>The welded razor wire mesh security fence product to be anti- climb or cut off with the standard tools, also to be neat in appearance.</p>
Welded razor wire mesh size	<ul style="list-style-type: none"> • Welded razor wire mesh, mesh size: 100 mm x 100 mm, panel size: 2 meter x 3 meters • Welded razor wire mesh diamond shape, with hole aperture 75 mm x 150 mm, 1.2 m x 6 m
Material	<ul style="list-style-type: none"> • Material: galvanized steel • Strip thickness 0.5 mm. • Core wire diameter 2.5 mm. • Blade thickness: 0.5 mm. • Blade size: 2.5 mm.

Razor Wire Flat Wrap Coils

ITEM	SPECIFICATION
Razor wire flat wrap coils	<ul style="list-style-type: none"> • Must be made of high tensile razor wire, clapped into a flat panel formation. • Flat wrap razor wire, 500 mm coil diameter x 12 m length weight 5.2 kg and 500 mm coil diameter x 15 m length 6 kg

Material	<ul style="list-style-type: none"> • Material: galvanized steel • Strip thickness 0.5 mm. • Core wire diameter 2.5 mm. • Blade thickness: 0.5 mm. • Blade size: 2.5 mm.
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Concrete Palisade fencing

ITEM	SPECIFICATION
PREFABRICATED CONCRETE ELEMENTS	
Workmanship and finish in general	<ul style="list-style-type: none"> • All concrete elements shall be manufactured from sound concrete, free of structural defects, complying with any sample if previously submitted. • All elements shall have off-shutter finish on three sides, with the fourth side having a wood floated finish.
PERFORMANCE REQUIREMENTS (STRENGTH):	The required concrete compressive strength in all prefabricated prestressed elements shall be a minimum of 40 Mpa at 28 days, determined in accordance with SABS method 863.
CURING	All concrete elements shall be cured in accordance with the recommendations given in SABS method 863.
REINFORCEMENT	All steel used for reinforcements in prefabricated elements shall be high yield steel with a minimum characteristic strength of 410 Mpa, and shall be free of rust, loose scale, flux, grease or oil substances and shall in general comply with SABS 920 and BS 4482.
PRESTRESSING STEEL:	All wires shall be of the crimped variety and shall be free of rust, loose scale, flux, grease or oil substances and shall in general comply with BS 5896
POST 2.4m	The post shall be 2.4m long and slotted, as per drawing, to take the horizontal load bearing rails. The front edge shall be curved. The back section shall be 100mm wide tapering to the front to 60mm. The thickness of the post shall be 160mm. Posts shall be spaced at 2.0m centre. 1.8mThe posts shall be pre-stressed with 4 x 4mm wire graded 1550 / 1700 Mpa, stressed to 75% of the U.T.S. (Ultimate Tensile Strength). Prestressed wires shall be cut at the surface level and sealed. The top of the post shall be angled at 45°.
PALES	The pales shall be 1.8m long with two 10mm holes to take 8mm carriage type bolts. The front edges shall be curved. The back section shall be 70mm wide tapering to the front

	to 60mm. The thickness of the pales shall be 55mm. Pales are spaced at +/- 165mm centres. 3.2. The pales shall be reinforced with four 4mm hard-drawn wires graded 550 / 650 MPA (SAE 1008 Carbon Rated). Wires shall be cut to a length of 1.7 metres and centred across the length of the element with a minimum concrete cover of 15mm. The top and bottom of the pales shall be angled at 45°.
RAILS	The rails shall be 1.98m long with eleven x 10mm holes to take 8mm carriage type bolts. The rails shall be 125mm wide and 60mm deep. All rails are to be grouted into posts. 4.2. The rails shall be pre-stressed with four 4mm wires graded 1550 / 1700 Mpa, stressed to 75% of the U.T.S. (Ultimate Tensile Strength). Prestressed wire shall be cut at surface level.
BOLTS	All nuts, bolts and washers used for the erection of the fence shall be electro-galvanised (zinc and chrome passivated) All bolt holes will be grouted at the rear with cement mortar
PVC WASHERS	Optional 8mm large and small PVC washers can be used. The large washer (50mm outside diameter) is placed between the rail and the pale and the small washer (20mm outside diameter) at the back of the rail replacing a standard steel washer.
ERECTION	Each post shall be embedded to full depth in concrete in a foundation hole of at least 460mm x 460mm and a depth of 600mm. Foundation shall be a minimum of 15 Mpa at 28 days.

Labour

New installation	New installation labour costing per hour
Repairs and maintenance	Repairs and maintenance costing per hour
Electrical installation	Electrical insulations costing per hour
General worker	Labours cost per hour

ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

CONTRACT NO /2026

**REPAIRS MAINTENANCE AND SUPPLY OF SLIDING GATES, PALISADE FENCE
AND GATE MOTORS**

ALFRED DUMA LOCAL MUNICIPALITY

PRICING STRUCTURE

All prices quoted **MUST INDICATE VAT SEPARATELY**. Year 1 – 2 and 3 pricing to be indicated on the same format as below with a clear indication of the said year.

Pricing to include Vat and indicated as a unit price. Prices to be fixed for the three years

DESCRIPTION	QTY	YEAR 1 Price Incl. Vat	YEAR 2 Price Incl. Vat	YEAR 3 Price Incl. Vat
1.1. Energizer				
1.2. Fence wires per meter				
1.3. High Tension (HT) Insulated Cables pricing per cable				
1.4. Crimp Ferrules /Split Bolts per set pricing				

1.5.	Insulators pricing per insulator				
1.6.	Strain post				
1.7.	Intermediate post				
1.8.	Lightning Protection Specifications per installation				
1.9.	Earthing Peg				
2.1.	Gate motor				
2.2.	Gate motor battery				
2.3.	Charger unit				
2.4.	Motherboard				
2.5.	Set wireless gate sensors				
2.6.	Set gate sensors				
2.7.	External reader				
2.8.	Gate motor anti-theft unit				
2.9.	Four button remote				
2.10.	Tags batches of 50				
2.11.	Tag readers				

2.12.Loops to exist				
2.13.Exit closing loop				
2.14.Exit sensors				
2.15.DB Box breaker 15amp				
2.16.Electrical cable per meter 15 amp				
3.1.Track sizes (7) seven meters				
3.2.Track sizes (11) eleven meters				
3.3.Track sizes (14) fourteen meters				
3.4.Track size pedestrian 2.4m				
4.1.Gate sizes 3,5 m x 1,8 m				
4.2.Gate sizes 5,5 m x 1,8 m				
4.3.Gate sizes 6,5 m x 1,8 m				
4.4.Pedestrian gate 1.2m x 1.8 m				
5.1.Palisade iron inserts				
5.2.Uprights posts				
5.3.Gate posts				
5.4.Installation cost per insert				
5.5.Square conduit 2.4m				
6.1.Clear view cost per Panel				
6.2.Clear view cost per post				

6.3.Installation cost per panel				
6.4.Capping per post				
6.5.Gate sizes 3,5 m x 1,8 m Clear view				
6.6.Gate sizes 5,5 m x 1,8 Clear view				
6.7.Gate sizes 6,5 m x 1,8 m Clear View				
6.8.Pedestrian gate 1.2m x 1.8 m clear view				
7.1.Cost per Post 2.4m				
7.2.Pales Cost per pale				
7.3.Rails Cost per rail				
7.4.Bolts cost per bolt				
7.5. 706.0PVC washers cost per washer				
8.1.Concertina Razor Wire Coil Fencing				
8.2.Welded Razor Wire Mesh				
8.3.Razor Wire Flat Wrap Coils				
8.4.Installation cost per unit				
9.1. Trenching per meter				
9.2. Programming per gate motor				
9.3. General labour per hour				
9.4. Superviosor cost per hour				

9.5 Electrician cost per hour				
9.6.COC electrical compliance				
TRAINING X 6 MUNICIPAL EMPLOYEES				
Total				

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 03/2026

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
REPAIRS, MAINTENANCE AND SUPPLY OF SLIDING
GATES, PALISADE, SECURITY- FENCING AND GATE
MOTORS**

FORMS TO BE COMPLETED BY THE BIDDER

ALFRED DUMA LOCAL MUNICIPALITY

FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT:

FORM OF BID:

To: **Municipal Manager
P O Box 29
LADYSMITH
3370**

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to THE ALFRED DUMA Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by THE ALFRED DUMA Municipality during the validity period of 120 days indicated and calculated from the closing time of bid;
 - 2.1. this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
 - 2.2. if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

- 2.3. If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 2.4. I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;
- 2.5. this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;
- 2.6. that this contract or part thereof shall not be ceded;
- 2.7. the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *Domicilium citandi et executandi* in the Republic at (full address of this place):

—

- 3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.
- 5. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

5.1 Are you duly authorized to sign the bid? *

5.2 Has the Declaration of Interest been duly completed and included with the other bid forms?*

*Delete whichever is not applicable

SIGNATURE:

DATE:

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

ALFREDDUMA LOCAL MUNICIPALITY

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

CONTRACT NO /2026

REPAIRS MAINTENANCE AND SUPPLY OF SLIDING GATES, PALISADE,
SECURITY- FENCING AND GATE MOTORS

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

DECLARATION OF INTEREST

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

- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: “in the service of the state” means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 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

.....

Name of Bidder.

.....

Capacity

INITIAL.....

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO. PS 03/2026

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
REPAIRS, MAINTENANCE AND SUPPLY OF SLIDING
GATES, PALISADE, SECURITY- FENCING AND GATE
MOTORS**

PROCUREMENT DOCUMENTS

**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

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

1.2 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.

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

The maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 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

INITIAL.....

1.6 preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

price on the following basis:

A maximum of 80 or 90 points is allocated for

80/20

or

90/10

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

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—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	

RDP	
TOTAL	

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

INITIAL.....

a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives /proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
4. Bidding documents, viz
Invitation to bid;
Tax clearance certificate;
Pricing schedule(s);
Filled in task directive/proposal;
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
Declaration of interest;
Declaration of Bidder's past SCM practices;
Certificate of Independent Bid Determination;
Special Conditions of Contract;
General Conditions of Contract; and
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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES
1.
2.
DATE:

INITIAL.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

.....

.....

DATE:

INITIAL.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- (i) This Municipal Bidding Document must form part of all bids invited.
- (ii) 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.
- (iii) The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 2. been convicted for fraud or corruption during the past five years;
 - 3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 4. been listed in the Register for Bidder Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- (iv) **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

1 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

2 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.

8.2. 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.

8.3. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

9.3. I have read and I understand the contents of this Certificate;

9.4. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

9.5. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

9.6. 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;

9.7. 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

INITIAL.....

9.8. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

9.9. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

9.10. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9.11. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

INITIAL.....

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address _____

Street Address

Telephone Number

Code _____ Number _____

Cellphone
Number _____

Facsimile Number
Code _____ Number _____

Contact Person _____

Company / Enterprise Income Tax
Reference
Number: _____

NO / YES

Has an original Tax Clearance Certificate been attached (MBD2)

Vat Registration
Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

South Africa for the
Goods / services offered by you?

Are you the accredited Representative in

YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm,
affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT: DEPARTMENT BUDGET AND TREASURY
CONTACT PERSON: MS NF GODO

TEL: 036 637 2231 – EXTENSION 1208
FAX: 086 214 7695

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: MR BJ Strydom
TEL: 036 361 1777

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND
EMERGENCY SERVICES**

CONTRACT NO. PS 03/2026

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
REPAIRS, MAINTENANCE AND SUPPLY OF SLIDING
GATES, PALISADE, SECURITY- FENCING AND GATE
MOTORS**

CHECK LIST

CHECK LIST

No	Description	Ticked by Bidder	Ticked by Municipal Representative
1	Initial/ Sign of all pages		
2	Briefing Session attended on		
3	Closing/Bid Submission at		
4	Form of bid completed		
5	Original Tax Clearance Certificate attached MBD 2		
6	Original valid B-BBEE Status Level Verification Certificates or certified copies		
7	Pricing Schedule completed		
8	Bid Declaration of interest Completed MBD 4		
9	Preferential Points Claimed MBD 6.1		
10	Preferential % Calculated and claimed MBD 6.1		
11	All witnesses signed where it required MBD 6.1		
12	Bid Declaration with regard to Equity completed		
13	Particulars of Bidders Completed		
14	Contract Form MBD Form 7.2 completed		
15	Declaration of Bidders Past SCM Practice MBD Form 8 completed		
16	Certificate of Independent Bid Determination MBD Form 9 completed		
17	Pre- qualification Score Card completed		