



**PROVISION OF A LIFEGUARD SERVICE FOR ALL MAIN AND BLUE
FLAG BEACHES WITHIN THE RAY NKONYENI MUNICIPALITY FOR A
PERIOD OF THREE YEARS**

Notice: 001 of 2025

TENDER NO: 8/2/RNM0563

NAME OF THE BIDDER

BID AMOUNT R _____

COMMUNITY SERVICES DEPARTMENT
P.O. BOX 5
PORT SHEPSTONE
4240

FEBRUARY 2024

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RAY NKONYENI MUNICIPALITY
NOTICE NO: 001 OF 2025
BID NO: 8/2/RNM0563

**PROVISION OF A LIFEGUARD SERVICE FOR ALL MAIN AND BLUE FLAG BEACHES
WITHIN THE RAY NKONYENI MUNICIPALITY FOR A PERIOD OF THREE YEARS**

Bids are hereby invited for the Provision of a Lifeguard Service for all Main and Blue Flag Beaches within the Ray Nkonyeni Municipality for a Period of Three Years

Bid documents can be downloaded on www.etenders.gov.za or www.rnm.gov.za from Friday 21 February 2025

Bidders to submit two (02) copies of the bid document together with the original bid document, bidders that fail to submit copies will be disqualified. Fully completed Bid documents must be submitted in a sealed envelope, clearly marked "8/2/563 Provision of a Lifeguard Service for all Main and Blue Flag Beaches within the Ray Nkonyeni Municipality for a Period of Three Years and must be deposited in the Bid box at the Municipal offices at 10 Connor Street, Port Shepstone, no later than 12:00 on 24 March 2025 after which all Bids will be opened in public.

SPECIFIC GOALS	POINTS	Verification Documents
an EME or QSE which is at least 100% owned by black people;	20	CIPC documents and sworn affidavits
an EME or QSE which is at least 51% - 99% owned by black people;	16	CIPC documents and sworn affidavits
an EME or QSE which is at 25% - 50% owned by black people;	8	CIPC documents and sworn affidavits
Total points	20	

Tenders will be evaluated on functionality and price All tender offers that fail to score the minimum of 60% of points for will be rejected. The following criteria will be used for functionality evaluation:-

Criteria	Possible Full Points
Experience	20
Capacity	20
Total	40

All queries to be directed to Mr S. Langeni on 0820411117
Email address: Sbongiseni.Langeni@rnm.gov.za

NOTE TO BIDDERS ON CONDITIONS OF THE BID:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Unsuccessful bidders will be informed of the Bid outcome through the Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained; and
- The original bid document plus TWO **extra** (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.

K J ZULU
MUNICIPAL MANAGER

Ray Nkonyeni Municipality
10 Connor Street
P O Box 5
PORT SHEPSTONE
4240

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS
(NOT TO BE RE-TYPED)**

NB!!!! Please attach copies of the following documents.

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/
shareholders.**
- **Copy of a valid TAX Compliance Certificate
Or Tax Compliance Status PIN Sheet.**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture agreements (where applicable)**

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. **Value for money**
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RAY NKONYENI MUNICIPALITY)

BID NUMBER:	8/2/RNM0563	CLOSING DATE:	24 MARCH 2025	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF A LIFEGUARD SERVICE FOR ALL MAIN AND BLUE FLAG BEACHES WITHIN THE RAY NKONYENI MUNICIPALITY FOR A PERIOD OF THREE YEARS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

RAY NKONYENI MUNICIPALITY**PO BOX 5****PORT SHEPSTONE (10 Connor Street)****4240****SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	TREASURY SCM	CONTACT PERSON	MR S LANGENI
CONTACT PERSON	MR BONGANI MFENQA	TELEPHONE NUMBER	082 0411117
TELEPHONE NUMBER	039-3128304	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Sbongiseni.Langeni@rnm.gov.za
E-MAIL ADDRESS	Bongani.Mfenqa@rnm.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER; 1.4. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID; 1.5. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

EVALUATION OF TENDER OFFERS

The procedure for evaluation of responsive Bid Offers will be **METHOD 4 if applicable to your bid: (Financial Offer, preference and quality (functionality))** with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{So \times Ap}{Ms}$$

Where:

Ps = percentage scored for functionality by Bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = Maximum possible score

Ap = percentage allocated for functionality

- I. A maximum of **20 points** will be awarded for a Company with 5 or more years' experience in providing Ocean Lifeguard Services to Local Authorities
- II. A maximum of **20 points** will be awarded for a Company for Capacity
- III. 3Point system for functionality will be as per table below:-

Experience in providing Ocean Lifeguard Services to Local Authorities	20	A company with 5 or more years relevant experience in providing Ocean Lifeguard Services to Local Authorities	Appointment letters with Bid numbers and three corresponding purchase orders
	12	A company with 3 or more years but less than 5 years relevant experience in providing Ocean Lifeguard Services to Local Authorities	Appointment letters with Bid numbers and two corresponding purchase orders
	8	A company with 1 or more years but less than 3 years relevant experience in providing Ocean Lifeguard Services to Local Authorities	Appointment letters with Bid numbers and one corresponding purchase order
Capacity	20	Company to provide 6 x 4.2m Inshore Rescue Boat (IRB) with 50hp outboard motor Yamaha or similar 2 x jet Ski minimum Capacity of 1049cc or 40Hp or similar	Attached certified proof of ownership and registration of IRB, Jet Ski and seaworthy certificate All documents must be in the name of the company and or name of company directors
	12	Company to provide 4 x 4.2m Inshore Rescue Boat (IRB) with 50hp outboard motor Yamaha or similar	Attached certified proof of ownership and registration of IRB, Jet Ski and seaworthy certificate IRB and Jet Ski and seaworthy certificate

		1 x jet Ski minimum Capacity of 1049cc or 40Hp or similar	All documents must be in the name of the company and or name of company directors
	8	Company to provide 2 x 4.2m Inshore Rescue Boat (IRB) with 50hp outboard motor Yamaha or similar	Attached certified proof of ownership and registration of IRB, Jet Ski and seaworthy certificate All documents must be in the name of the company and or name of company directors

b) Financial Offer

The financial offer will be scored using the following formula:

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

Where:

W1 = **80** for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received:

P_m = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration;

In the application of the 90/10 preference point system, if all bids received are below R 50, 000, 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above R 50, 000, 000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

c) Preferences

Up to **20** points (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.1 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

1.2 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

SPECIFIC GOALS	POINTS	Verification Documents
an EME or QSE which is at least 100% owned by black people;	20	CIPC documents and sworn affidavits
an EME or QSE which is at least 51% - 99% owned by black people;	16	CIPC documents and sworn affidavits
an EME or QSE which is at 25% - 50% owned by black people;	8	CIPC documents and sworn affidavits
Total points	20	

- 1.3 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.
- 1.4 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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General Conditions of Contract

- 1. Definitions**
- 1.1 The following terms shall be interpreted as indicated:
- 1.2 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 “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.
- 1.4 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 “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.
- 1.8. “Database application form” means the application form required by the Ray Nkonyeni Municipality to be filled in by the successful Bidder, following the award of the contract, for inclusion on the RNM database before payment is made.
- 1.9 “Day” means calendar day.
- 1.10 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.11 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.12 “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.
- 1.13 "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.
- 1.14 "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.

- 1.15 "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.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 "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.
- 1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.
- 1.26 "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.

- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
 - 1.28 “Tort” means in breach of contract.
 - 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
 - 1.30 “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 inspection**
 - 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specifications, 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 of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
 - 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
 - 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned

(all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

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

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

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

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

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

- 8. Inspections, tests and analyses** 8.1 All pre-bidding testing will be for the account of the bidder.

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

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the

contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

- 11.1 The goods supplied under the contract shall be fully

insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

- 12. Transportation**
 - 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental services**
 - 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
 - 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
 - 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further

warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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 sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
 - 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
 - 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
 - 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
 - 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed

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

- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

26. Termination

- 26.1 The purchaser may at any time terminate the contract by giving

	for insolvency		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.

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| | | 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. |

No contract will be awarded to a person who has failed to submit a copy of Tax Compliance Certificate with a **PIN from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

.....

SCOPE OF WORK

The Ray Nkonyeni Municipality requires tenderers to submit quotations for the provision of a Lifeguard Service for all main and Blue Flag Beaches within the Ray Nkonyeni Municipality for a period of three years as follows:

NOTE:

Tenderers must initial all pages which form part of Scope of Work and sign all Annexures in space provided. Failing to comply with this instruction will result in the tender being disqualified from further evaluation.

BEACH NAME	NUMBER OF LIFEGUARDS REQUIRED DAILY	PERIOD REQD.	BEACHES WHERE A MINIMUM OF ONE OF THE LIFEGUARDS REQUIRED DAILY HAS TO BE A QUALIFIED BOAT SKIPPER
Trafalgar Beach	3	Daily	
Marina Beach	3	Daily	1 Daily
Ramsgate Beach	3	Daily	1 Daily
Lucien Beach	3	Daily	
Southport Beach	3	Daily	
Umzumbe Beach	3	Daily	
Hibberdene Beach	3	Daily	1 Daily
Margate Beach	5	Daily	1 Daily
Uvongo Beach	3	Daily	1 Daily
St Mike's Beach	3	Daily	1 Daily
Port Edward Beach	3	Daily	1 Daily

SPECIFICATIONS AND ADDITIONAL REQUIREMENTS AND ANNEXURES:

1. EXTENT OF CONTRACT

The Bidders obligations under the contract comprises for the provision of fulltime Lifeguards and all specified rescue equipment to beaches listed in this tender document and to ensure that the contract is provided and maintained to a very high professional and safety standard at all times.

2. INSPECTION OF BEACHES

The Bidder must attend the compulsory clarification meeting. The Bidder must examine the beaches and their surroundings prior to the clarification meeting and shall satisfy himself personally with the scope of work required by the Tender. Before submitting a tender the Bidder shall personally evaluate all necessary information as to risks, contingencies and other circumstances which may influence or affect his/ her tender.

3. INSURANCE

The Contractor will be responsible for the following minimum insurance cover: Proof of insurance cover will be required as indicated in "Annexure C"

3.1 PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE.

A policy of R15 000 000.00 for **Public Liability** including **Professional Indemnity Insurance** (Specific to the Industry of Lifeguards) for each and every claim is required. The policy must be endorsed noting the interest of the Ray Nkonyeni Municipality. The successful bidder shall be required to produce proof of existence of this policy fourteen (14) days after the award.

3.2 WORKMANS COMPENSATION

All eligible workers employed by the Contractor are to be insured against accidents in terms of the compensation for occupational injuries and diseases act 1993), as amended and other workers are to be insured against accident and injury, etc. It is obligatory that the Tenderer submit a copy of the Workmen's Compensation Clearance Certificate with his tender document.

3.3 PERIOD OF INSURANCE.

Public Liability and Professional Indemnity (specific to the Industry of Lifeguards) insurance liability for R15 000 000-00 is deemed to be effected from the first day of the contract and the policy must clearly indicate this date as well as being indorsed noting the interest of the Ray Nkonyeni Municipality. The policy must remain valid for the duration of the three (3) year contract and proof of this must be provided as and when required by the Aquatic Safety section management. "Annexure C"

4. REMEDY ON CONTRACTORS FAILURE TO INSURE

If the Contractor should fail to effect and keep in force any of the insurance referred to in "Annexure C or any other insurance which he may be required to effect in terms of the contract, then and in such case the Council may effect and keep in force such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Council as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt from the Contractor.

5. VALUE ADDED SERVICES

A comprehensive plan must be submitted with the tender document outlining the value added services that the tender company will provide the Council/ Community during the three (3) year tender. The value added service should include environmental educational and water safety projects which must be run in conjunction and in line with WESSA's Blue Flag environmental project requirements. The projects must be hosted at local schools with special emphasis placed on rural schools. The tender company must provide the RNM's Aquatic Safety section with a comprehensive written report on all activities undertaken.

6. DISASTER MANAGEMENT PLAN

The company will be required to supply a complete disaster management plan that must accompany the tender submission. The plan must contain all aspects, policies and protocols that the company and its Lifeguards will follow if such a situation may arise within the RNM with regards to Aquatic Safety disasters.

7. REIMBURSEMENT OF STOLEN OR DAMAGED PROPERTY

The tender company accepts that it shall be held liable for the damage, loss or theft of any property, either of the Council including any of its facilities used by the Lifeguards or public committed by an employee(s) of the tender company.

8. STAFF BENEFITS

It is compulsory for all tender companies to provide a fully comprehensive business plan showing how it plans to empower and uplift its staff during the three (3) year contract with this tender submission. The business plan will be closely monitored by the Aquatic Safety section and will form part of the company's monthly performance appraisals. (See "Annexure D" for more information)

9. APPOINTMENT CRITERIA FOR LIFEGUARDS

A complete list of appointment criteria that all Lifeguards are required to meet can be found in "Annexure A"

10. SCREENING AND VETTING OF LIFEGUARDS

The company must provide a proposal outlining the system and methods that it has in place to ensure that all staff supplied to the RNM are properly screened, referenced and vetted. This must form part of this tender submission.

11. MONTHLY FITNESS, PERFORMANCE AND PROFICIENCY ASSESSMENTS FOR LIFEGUARDS

A complete list of monthly fitness appraisals that Lifeguards must meet at all-time can be found in "Annexure A" Lifeguards must be evaluated on a monthly basis for fitness or whenever required by the Aquatic Safety sections management. The evaluation will include general fitness, rescue techniques and their ability to render first aid. The results must accompany the copies of all time sheets which must be submitted to the Aquatic Safety section on a monthly basis.

12. GROOMING OF LIFEGUARDS

Employees are to project a professional image at all times and the tender company will ensure that its employees are well groomed and neat at all times.

13. ROSTERING OF EMPLOYEES AND FITNESS EVALUATIONS

The tender company will submit monthly duty rosters to the Aquatic Safety sections management indicating names and ID numbers of staff rostered to work on the various beaches for the respective month. This will be in the form of standard printed duty roster which have been numbered and duplicated for filing purposes. The rosters will further assist the RNM's Aquatic Safety section to monitor that there are no Lifeguards working more than 24 days in any given month as this is against the general conditions of employment as stipulated in the National Employment Act.

14. REMOVAL OF LIFEGUARDS

The Contractor shall employ in and about the execution of the service only such persons as are careful, competent and efficient and fully qualified in their occupation and callings and the RNM's MM or his appointed representative shall be at liberty to object to and require the contractor to remove from the beaches any person employed by the contractor in or about the execution of the

works who, in the opinion of the RNM's MM or his appointed representative misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not again be employed for the tender without the written permission of the RNM's MM or his appointed representative.

15. ACCIDENT OR INJURY TO LIFEGUARDS

The Council shall not be liable for or in respect of any damages or compensation payable by law in respect of persons in the employment of the contract save and except an accident or injuries resulting from the act or default of the council, its agents or servants and the contractor shall indemnify and keep indemnified the council against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

16. RATES AND WAGES OF LIFEGUARDS

The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than those reflected in "Annexure E".

17. STAFF LIST INCLUDING CURRENT QUALIFICATIONS

The company will be required to supply a complete list of staff as well as their current qualification levels that will be used to man the beaches that form part of the contract. It is required that certified copies of all staff qualifications are submitted as part of the tender submission

18. UNIFORMS

The tender company shall ensure that its employees are provided with sufficient uniforms to reflect both its and the Council image. As such, all uniforms must be presented for inspection to the Aquatic Safety section management and be approved prior to purchase. As Lifeguards are frontline staff which represent the Ray Nkonyeni Municipality the service provider must ensure that all Lifeguards when on duty are dressed in fully approved Lifeguards attire which is in acceptable condition. Any damaged, worn or faded uniforms must be replaced as this will not be accepted by the Ray Nkonyeni Municipality

19. OPERATIONAL HOURS – FOR ALL BEACHES

Lifeguard duties shall be carried out daily including all weekends and Public Holidays. Lifeguards daily duty hours will be from 07:00 to 17:00 on all specified beaches as stipulated within the tender document except for the entire December/ Festive season public school holidays as approved by the National Education Department when the duty hours will be extended from 07:00 to 18:00 on a daily basis.

20. ATTENDANCE REGISTERS

It is compulsory for the contractor to submit on a monthly basis original copies of attendance registers for all staff employed for the above contract. These copies must clearly indicate where staff have signed on and off on a daily basis and on which beach they were on duty. This information is essential as it will be used by the Ray Nkonyeni Municipality's Aquatic Safety section to monitor the measurement of work performance by the company. It is compulsory to submit a sample copy page of the proposed attendance register with this tender submission.

21. MAINTENANCE

All general maintenance issues with regards to Lifeguard offices as well as Public Facilities on the specified beaches in the tender must be reported to the offices of the Community Services Department Aquatic Safety section in writing on a daily basis or whenever so required. As stated in bullet 8 any damage caused to the interior of RNM buildings used by the Lifeguards of the tender company will be repaired by the tender company at its own cost.

22. **AREA MANAGERS (compulsory to submit cv's and certified copies with the tender document)**

The company will provide three (3) permanently employed Area Managers who will be on duty on a daily basis during a normal week to oversee and supervise all Lifeguards. On normal (out of season) weekends the company will ensure that at least two (2) Area Managers will be on duty for the entire weekend. During holiday seasons or long weekends the company will be required to provide three (3) Area Managers or as many as may be deemed necessary by the Aquatic Safety section appointed by the Ray Nkonyeni Municipality to monitor and oversee the contract.

The Area Managers will be in possession of current Surf Proficiency Awards (SPA), or alternatively a (QC) qualification issued by the Surf Lifesaving Association of South Africa (SLASA). They will also be required to have an advanced First Aid qualification from a reputable registered organization. All managers must have a minimum of seven (7) years' experience in managing Lifeguards and Drivers License code 8.

It will be the responsibility of the Area Managers on duty to ensure that Senior Lifeguards appointed by the company on each respective beach oversees all aspects of beach management which will include Lifesaving functions, reporting any maintenance issues, compilation of daily reports, incident reports and monthly reports and ensure that all Blue Flag criteria (where applicable) is met on a daily basis.

The Area Managers will avail themselves to the Aquatic Safety section of the Ray Nkonyeni Municipality whenever required to do so within reason.

NB: THREE AREA MANAGERS :COMPULSORY TO SUBMIT CV'S AND CERTIFIED COPIES WITH THE TENDER DOCUMENT

23. RESPONSE VEHICLES

The company must provide three (3) dedicated response vehicles with a minimum of one (1) of the vehicles having 4x4 capabilities. The vehicles will be branded with the company logos and will further reflect the fact that this company is contracted to the Ray Nkonyeni Municipality as a Lifeguard service provider. It is therefore essential that the company upholds the name of the Ray Nkonyeni Municipality to a professional level at all times.

NB: THE SERVICE PROVIDER TO ENSURE PROOF OF VEHICLE REGISTRATION IN THE NAME OF THE DIRECTORS OR NAME OF THE COMPANY MUST BE SUBMITTED WITH THE TENDER.

24. RAY NKONYENI MUNICIPALITY OWNED RESCUE EQUIPMENT

The company will have use of existing rescue boats complete with outboard motors currently owned by the Municipality as referred to in Bullet 27. It will be the responsibility of the service provider to insure the boats against theft or damage and to maintain them in full operating condition for the duration of the tender. The company will further be responsible to maintain the boats with regards to annual SAMSA registrations/ requirements including sea worthies etc.

25. PROVISION OF TEMPORARY/ SEASONAL LIFEGUARD DAYS

The contractor must provide within his annual budget for an amount of 1500 man days. The man days will be utilized during holiday seasons, long weekends or whenever required to by the Ray Nkonyeni Municipality's Aquatic Safety section, to complement existing Lifeguard levels. The man days will be strictly controlled by the Aquatic Safety section and signed monthly rosters will be provided by the contractor that clearly reflects days used. Man days may only be worked with prior written approval has been obtained by the contractor from the Aquatic Safety section. It will be the sole responsibility of the appointed service provider to ensure that it has sufficient numbers of qualified Lifeguards available to comply with the additional seasonal requirements of the RNM.

The contractor will be required to source the temporary/ seasonal Lifeguards as required by the Aquatic Safety section. A full list of names and current qualifications must be provided prior to commencement of duties. No Lifeguard will be eligible for work unless he or she is in possession of a relevant Surf Lifeguard qualification as specified in "Annexure A". Failure to comply with the above request will place the company in breach of the contract and it will be dealt with accordingly.

26. COMPANY OFFICES

The company appointed to provide the Lifeguard service to the Ray Nkonyeni Municipality must have a registered office within the RNM area, if it does not, it must do so after award. The companies appointed office staff must be able to deal with any queries or issues related with the contract and must be accessible to public or any parties that may require information or assistance.

27. RAY NKONYENI MUNICIPALITY OWNED RESCUE EQUIPMENT

Hibberdene Beach:

- 1 x 4.2m Inshore Rescue Boat (IRB)
- 1 x 50hp Yamaha outboard motor
- 2 x road going boat trailers

Margate Beach

- 1 x 4.2m Inshore Rescue Boats (IRB)
- 1 x beach trailer
- 1 x 50hp Yamaha outboard motor

Ramsgate Beach

- 1 x 4.2m Inshore Rescue Boat (IRB)
- 1 x beach trailer
- 1 x 40hp Yamaha outboard motor

28. QUALIFICATIONS AND EXPERIENCE FOR THE SENIOR LIFEGUARD

Company to provide qualifications and experience of a eleven (11) Senior Lifeguard with

- an experience minimum of seven (7) years within surf environment
- Surf proficiency Award or Lifeguard , (LA) with a current annual retest
- Category E Skippers ticket with IRB Drivers Certificate
- Basic life support, (BLS) or Basic Ambulance Attendant (BAA) certificate
- CV of 11 Senior Lifeguards with attached certified certificates must be submitted with the tender document

NB: COMPULSORY TO SUBMIT CV WITH CERTIFIED QUALIFICATIONS AND EXPERIENCE OF ELEVEN SENIOR LIFEGUARDS

“Annexure A”

APPOINTMENT CRITERIA FOR LIFEGUARDS:

1. Valid Surf Lifeguard qualification as issued by the Surf Lifesaving Association of South Africa (SLASA).
2. Be a minimum age of 16 years and under 40 years.
3. Be in possession of a minimum qualification of at least grade 8.
4. Must be able to converse in English
5. Be mentally and physically fit and of good character.
6. Pass regular fitness evaluation and proficiency assessments as and when required.

The proficiency assessment includes the following:

- ❖ Run/ swim/ run – 200meter Run, Surf Swim around a buoy anchored 150 meters out to sea, followed by a second 200 meter Run. Time for completion of this event is a maximum of 9 minutes.
- ❖ 400 meter pool swim completed in a maximum of 8 minutes
- ❖ A thorough knowledge of all signals as per the updated Lifeguards handbook.
- ❖ Board/ Rescue craft proficiency to rescue a patient in distress 150 meters out to sea. Time for completion of this event is a maximum of 10 minutes.
- ❖ A thorough knowledge of First Aid as per (SLASA) Lifeguards handbook.
- ❖ Demonstrate the correct procedures for spinal board management of a patient whilst in the water.
- ❖ Rescue Torpedo Buoy (RTB) using flippers, swim to patient 70-80 meters out to sea, secure patient in broken water in the surf and return to beach.
- ❖ Rescue patient without equipment, must be able to demonstrate and perform rescues without equipment and also be able to demonstrate rescue release methods.

Signature of Tenderer:

“Annexure A” (continued)

APPOINTMENT CRITERIA FOR LIFEGUARDS CONTINUED:

All Lifeguards employed by the company will undergo monthly performance and proficiency assessments, so as to maintain acceptable standards of service delivery. Copies of the monthly performance results must be presented to the manager. These copies will be used to monitor the monthly performance of the company.

MONTHLY PERFORMANCE AND PROFICIENCY ASSESSMENTS:

1. Run/ Swim/ Run/ - 200meters Beach Run, Surf Swim around buoy 150 meters out to sea followed by another 200meter Beach Run. This must be completed in a maximum of 8 minutes.
2. A 400 meter Pool Swim completed in a maximum time of 8 minutes.
3. A thorough knowledge of all signals as per the amended Lifeguards handbook (SLASA).
4. Board/ Rescue craft proficiency test to rescue a patient in distress 150 meters out to sea within 10 minutes.
5. First Aid must demonstrate proficiency and a sound knowledge of all first aid as contained in the Lifeguards handbook inclusive of the following:
 - ❖ Expired Air Resuscitation (E.A.R)
 - ❖ Cardio Pulmonary Resuscitation (C.P.R)
 - ❖ Rescue techniques/ one man drag
 - ❖ Rescue Torpedo Buoy (RTB)/Box Line
 - ❖ Radio Procedures/ Addition to this Senior Lifeguard Requirements
 - ❖ Administration – Demonstrate a thorough knowledge of all administration related to Lifeguarding, Council administration – by laws – and basic Lifesaving Club Administration
 - ❖ IRB crew proficiency – where required
 - ❖ IRB drivers proficiency – where required
 - ❖ Spinal Board management

Signature of Tenderer:

“Annexure B”

PROOF OF CAPACITY:

Preamble:

Due to the nature of the contract the client seeks proof that the successful Company has the capacity required to undertake a contract of this nature. To this end the Company is required to submit the following information and / or allow a site inspection of the Companies premises to be undertaken by a municipal appointed official.

Information Required:

1. Full Company Equipment Inventory
2. Registered Office of Company
3. Current Lifeguard Contracts
4. Current Company staff inclusive of Management
5. Company Establishment Date

Signature of Tenderer:

“Annexure C”

**PROOF OF PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY
INSURANCE:**

Preamble:

Due to the nature of this contract the client seeks proof that the successful Company has the necessary **Public Liability** and **Professional Indemnity Insurance** (Specific to the Industry of Lifeguards) of R15 000 000-00 in place. It is essential that the policy/s includes Public Liability and Professional Indemnity Insurance. The policy/s must further be endorsed noting the interest of the Ray Nkonyeni Municipality.

Information Required:

1. Policy/s Number/s.....
2. Date when Policy/s originated.....
3. Amount insured for.....
4. Underwriters.....
5. Brokers Details.....

Notice:

A certified copy of the policy/s must be attached to this “Annexure”

Signature of Tenderer:

“Annexure D”

STAFF BENEFITS:

Preamble:

Due to the nature of the contract it is required by the client that the successful company clearly outlines a three year plan outlining how it plans to further capacitate the Lifeguards employed by the company during the 3 year contract period by empowering and uplifting them to become more sustainable in future employment opportunities.

- ❖ It is compulsory for all companies to provide a fully comprehensive plan showing how it plans to provide its staff with development skills upliftment opportunities/ programs during the three (3) year contract with this tender submission.
- ❖ The skills upliftment opportunities/ programs must be based strictly on the National Skills Development Strategy 111 as published by the Department of Higher Education and Training of South Africa.
- ❖ The benefits and opportunities offered to the staff should be structured in such a way that on completion of a successful 3 year contract with the company the individual should be empowered and more skilled than when he/ she commenced employment with the company.
- ❖ The benefits offered to staff by the service provider in the plan will be monitored by the Aquatic Safety section and will form part of the company’s monthly performance appraisals and will also be done to ensure that the appointed service provider does not deviate from the plan presented with the tender submission.
- ❖ As the initiative is the prerogative of the service provider and need not necessarily be linked to additional monthly cash incentives but rather to long term sustainable benefits, staff members cannot be forced to participate in the project but must do so of their own free will. It must however be available to all staff members wishing to participate.
- ❖ A comprehensive “roll out plan” must be submitted with this tender clearly outlining start dates as well as envisaged outcomes of this skills programme. The company is encouraged to include innovative ways to intensities’ staff participation in the upliftment plan.

Signature of Tenderer:

“Annexure E”

SCHEDULE TO BE USED TO DETERMINE LIFEGUARDS SALARIES:

Preamble:

The minimum rate per hour per lifeguard will be considering lifeguard's grading which must be indicated in the salary schedule. Grading structure being; Grade A: R60-00 per hour, Grade B: R53-00 per hour and Grade C: R44-00 per hour, based on a 24 day month and an 8 hour day. It is noted that this is the minimum wage as prescribed by industry “Best Practice” and is in no way intended to be prescriptive.

SCHEDULE:

The schedule should be based on the following information:

- ❖ Lifesaving qualifications e.g.
IRB Crewman, IRB Driver, Additional First Aid courses, Basic Ambulance Assistants etc.
- ❖ Lifesaving Experience.
- ❖ Monthly Fitness appraisal results.

All Lifeguards should be graded according to the above information and salary scales for the grades should be established using the above as a gross minimum wage that will be accepted by the Ray Nkonyeni Municipality for contract Lifeguards serving this contract. These amounts are in line with and agreed upon by industry standard.

The Tenderer is required to submit a proposed grading schedule that will take into account the above listed criteria as a minimum and by the Tenderers signature here below, they commit to these wage rates.

Signature of Tenderer:

“Annexure F”

FIRST AID KIT INVENTORY:

Notice:

The First Aid kit must be packed in a hard plastic tool box and all beaches specified within the tender must be supplied with one.

The First Aid kit will always be kept clean and free from contamination and will always be stocked as required. It is essential that a note book is kept inside the box at all times and that all first aid cases provided to members of public be recorded.

The kit must always be readily available to Lifeguards on duty and must be checked daily. Any items that have been used and depleted must be replaced by the following day at the latest. The following items must always be available in the kit:

- ❖ 2 x Resusi Aids
- ❖ 15 Pairs of disposable Latex gloves
- ❖ 4 x Space blankets
- ❖ SOS Field dressings – number 3 x 10 and number 5 x 10
- ❖ Gauze and cotton wool – 1 pack
- ❖ Scissors, tweezers and blood lancets
- ❖ Antiseptic concentrate, All stings anti histamine and mercurochrome
- ❖ Kidney bowl
- ❖ Plaster – 1 x roll
- ❖ Ice pack
- ❖ Splints (tri angular bandages)
- ❖ Contour bandages – 1 large and 1 medium
- ❖ Set of cervical collars
- ❖ 5 x 25 x 50 Sterile trauma pads
- ❖ 4 x 50mm Bandages
- ❖ 4 x 75mm Bandages
- ❖ 2 x 100mm Bandages
- ❖ 1 x 100mm x 3mm Rolls elastic adhesive bandage
- ❖ 1 x Pair rescue scissors
- ❖ List of all emergency call out numbers

Signature of Tenderer:

“Annexure G”

INVENTORY LIST FOR RESPONSE VEHICLES:

Notice:

The following list is a minimum of equipment that must be fitted and stocked in the three (3) response vehicles at all times:

- ❖ Tow bar
- ❖ Fully stocked Basic Life Support Trauma Kit to BAA specifications
- ❖ Plastic cervical collars
- ❖ Fracture splints
- ❖ Torch
- ❖ Cell phone and waterproof pouch
- ❖ Reflective jacket
- ❖ Binoculars
- ❖ Torpedo buoy/ Rescue tube
- ❖ Lifesaving fins
- ❖ Throw line
- ❖ Trauma kit

NOTE:

Response vehicles must be branded with company logos and contact numbers as well as having branding with the Ray Nkonyeni Municipality logo advertising the fact that the company has been contracted by the Ray Nkonyeni Municipality to supply the Lifeguard service. See “Annexure F” for additional information.

Signature of Tenderer:

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

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

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

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

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

/ We hereby quote / tender for the following: Provision of a Lifeguard Service for all Main and Blue Flag Beaches within the Ray Nkonyeni Municipality for a Period of Three Years

- This quote/tender is valid for a period of 120 Days.
- These prices quoted are non firm
- Escalation will be made annually based on the average CPI of each completed year of the tender awarded

ITEM	Basic Lifeguard Wages/ Salaries per month incl. benefits.	Basic Area Managers Wages/ Salaries per month.	Projected Equipment Repairs/ Replacements per month.	Monthly Administration Costs.	Insurance/ Public and Professional Indemnity monthly premium.	Monthly Total Inclusive of VAT.
MONTH						
Month 1	R	R	R	R	R	R
Month 2	R	R	R	R	R	R
Month 3	R	R	R	R	R	R
Month 4	R	R	R	R	R	R

Month 5	R	R	R	R	R	R
Month 6	R	R	R	R	R	R
Month 7	R	R	R	R	R	R
Month 8	R	R	R	R	R	R
Month 9	R	R	R	R	R	R
Month 10	R	R	R	R	R	R
Month 11	R	R	R	R	R	R
Month 12	R	R	R	R	R	R

A. Total cost per annum (inclusive of VAT) = R.....

B. Total cost for 500 mandays per annum (inclusive of VAT) R

TOTAL PRICE PER ANNUM PLUS MANDAYS (A + B) R.....

TOTAL COST FOR THREE YEAR PERIOD (A+B) R.....

NOTE

In the specifications and additional requirements section listed above, points 25 deals with additional man days totalling to an amount of 1 500 man days. This does not form part of the monthly costs to the Ray Nkonyeni Municipality which the bidder must provide in the table above.

Required by:.....

At:

- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

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

		Number

CERTIFICATION

I, _____ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

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

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

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

1 GENERAL CONDITIONS

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

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

1.6 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

- (c) Price; and
- (d) Specific Goals.

1.8 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

1.9 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.

1.10 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process

or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
an EME or QSE which is at least 100% owned by black people;	20	
an EME or QSE which is at least 51% -99% owned by black people;	16	
an EME or QSE which is at 25% - 50% owned by black people;	8	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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.