CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

ROC 26 2023/24

TENDER DESCRIPTION:	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A WELL-EQUIPPED, SUITABLY QUALIFIED, SEASONAL LIFEGUARDING SERVICE TO THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A THREE (3) YEAR PERIOD: WITH EFFECT FROM 23 NOVEMBER 2024 OR THE NEAREST DATE.

NAME OF BIDDER: ……..

CSD NUMBER: …….....

VENDOR NUMBER (WHERE APPLICABLE) ……..

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

BID CLOSING DATE	**02 AUGUST 2024**

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

"Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals"

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: REGIONAL OPERATIONS AND COORDINATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
ROC 26 2023/24	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A WELL-EQUIPPED, SUITABLY QUALIFIED, SEASONAL LIFEGUARDING SERVICE TO THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A THREE (3) YEAR PERIOD: WITH EFFECT FROM 23 NOVEMBER 2024 OR THE NEAREST DATE.	REGIONAL OPERATIONS AND COORDINATION	Wouter Koekemoer (wouterk@tshwane.gov.za or 012 358 1496)	**Compulsory Briefing Session** **Venue:** Eersterust Civic Centre, Cnr Hans Coverdale Road West and PS Fourie Drive, Eersterust **Date:** 12 July 2024 at 10:00	02 August 2024 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

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

"Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals"

Tshwane House
320 Madiba Street
Pretoria CBD
0002

Documents must be deposited in the bid box not later than **10:00 on 02 AUGUST 2024**

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Wouter Koekemoer (wouterk@tshwane.gov.za or 012 358 1496)
- Supply chain enquiries: Relebogile Malatswane (012 358 2735 or RelebogileM@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

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

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

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

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.

2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.

3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.

4. The bid has been submitted after the relevant closing date and time.

5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –

   (a) who is in the service of the state;

      i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
      ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.

7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.

8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.

9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.

11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.

12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.

14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)

i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Johannesburg.
iv. JV agreement must be complete, relevant and signed by all parties.

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

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

A. COMPANY

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

An example is shown below:

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

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

IN HIS/HER CAPACITY AS ……....

DATE: …….

SIGNATURE OF SIGNATORY: …….

WITNESSES: 1. ……..…….

2. ……..

B. PARTNERSHIP

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

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

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

……	**……**	**……..……**
Signature	**Signature**	**Signature**
……	**……**	**……..……**
Date	**Date**	**Date**

C. ONE-PERSON BUSINESS

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

……	**……..……**
Signature	**Date**

D. CLOSE CORPORATION

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

An example is shown below:

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

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

IN HIS/HER CAPACITY AS: ……..

DATE: …….

SIGNATURE OF SIGNATORY: …….

WITNESSES: 1. ……..

2. ……..

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

REGIONAL OPERATIONS AND COORDINATION
AND
ENVIRONMENT AND AGRICULTURE MANAGEMENT

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A WELL-EQUIPPED, SUITABLY QUALIFIED, SEASONAL LIFEGUARDING SERVICE TO THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A THREE (3) YEAR PERIOD: WITH EFFECT FROM 23 NOVEMBER 2024 OR THE NEAREST DATE.

BID NUMBER

(ROC 26 2023/24)

1. INTRODUCTION AND PURPOSE

Municipal swimming pools play a critical role in the well-being of the community and thus have been mandated by Schedule 5, Part B of the Constitution of the Republic of South Africa, 1996. These municipal swimming pools ensure that a sport and recreational service is delivered to the communities in Tshwane. In some regions, the municipal swimming pools are the only recreational service available to the community.

The service provider is to render, as and when required, lifeguarding services that comply with the City of Tshwane swimming pool norms and standards, which state that pools need to be open seven days a week. Therefore, the service provider must supply seasonal lifeguards to render seasonal lifeguarding services, complementary to lifeguarding services that are rendered by City of Tshwane officials.

The City of Tshwane requires a service provider who can render lifeguarding services, providing well-equipped, suitably qualified, seasonal lifeguards who can

ensure that all pool users abide by the rules at all times. They must also be knowledgeable about, and be able to share, information on current weather and water conditions. Persons who render lifeguarding services must be alert and able to respond to any emergency that may arise, such as someone in need of first aid or a potential drowning victim. Additionally, they must be on the lookout for unsafe conditions in and out of the water, such as the presence of dangerous behaviour, objects or games.

2. BACKGROUND

Project Identification

Lifeguarding services are a critical component of swimming pools to the extent that swimming pools may not open to the public for safety reasons without lifeguarding services. According to the norms and standards, swimming pools should be open seven days per week. The City of Tshwane needs additional lifeguarding services to ensure a safe and conducive swimming experience during the annual swimming season. The annual swimming season normally starts on 1 September and ends in March or April of the following calendar year, including weekends and public holidays.

Aims and Objective of the Project

A minimum of two persons who are qualified to render lifeguarding services are recommended at each swimming pool in order to effectively safeguard the community members who use the swimming pools. The two persons who are qualified to render lifeguarding services may be City of Tshwane officials, contracted seasonal lifeguards or, as in most cases, a combination of both.

Location of the Project

All Municipal Swimming pools in the City of Tshwane

Stakeholder Departments

1. Regional Operations and Coordination Department
2. Environmental and Agricultural Management Department

The community will benefit indirectly from the project by swimming in a safe environment while several seasonal job opportunities will be created.

Monitoring procedures are in place and done by the Senior Swimming pool Superintendent and/ or Swimming pool Superintendent and/ or Sport and Recreation Officer and/ or Functional Head via daily visits to pools and signing daily on attendance registers.

3. PROJECT SCOPE

All bidders whose lifeguards are registered with Lifesaving South Africa (LSA) and who comply with all the relevant legislative requirements may bid for this tender.

The minimum requirement for the Lifeguards of the bidders is that they are registered with Lifesaving South Africa (LSA) and is in possession of a valid Pool Lifeguard Award with a valid re-test, before the start of duty at the swimming pool they are deployed to.

Lifesaving South Africa Lifeguard Awards and Annual Re-test

Lifesaving South Africa (LSA) is the single accredited service provider for Lifeguard Awards (Certificate of Competence) in South Africa by the International Life Saving Federation (ILS) and is a registered service provider with CATHSSETA, 613/P/000250/2014. LSA delivers these awards through their provincial and club affiliates countrywide. Lifesaving SA is a member in good standing with the International Lifesaving Federation through whom the Lifeguard Awards (Certificates of Competence) issued by Lifesaving SA receive international recognition.

Lifeguards are required by the International Life Saving Federation to be certified. The City of Tshwane requires a lifeguard to be certified with a valid Lifeguard Award. The Lifeguard Award is valid for a three-year period, but if the Lifeguard Award is used in a professional capacity, (Certificate of Competence), it is subject to an annual (proficiency/ performance) re-test. Lifeguards are thus required to be retested within 12 months of the award date or last retest date. If a lifeguard award was issued on the 15th May 2024, they are required to be retested by the 14th May 2025.

The failure to attend an annual retest invalidates the Award and the City of Tshwane will not provide compensation for services rendered by persons who render lifeguarding services with an invalidated Lifeguard Award and re-test.

3.1 The service provider is required to render, as and when required, lifeguarding services that comply with the City of Tshwane swimming pool norms and standards, which state that pools need to be open seven days a week. Therefore, the service provider must supply seasonal lifeguards to render seasonal lifeguarding services, complementary to lifeguarding services that are rendered by City of Tshwane officials. The seasonal lifeguarding services are required for any period of the seven-day work week for the annual season that normally starts on 1 September and ends in March or April of the following year, or as determined by the City of Tshwane from time to time. The season's start and end times are subject to change as determined by the City of Tshwane from time to time. The deployment of seasonal lifeguards may also be influenced by a national, provincial or local state of disaster or other unforeseen circumstances.

3.2 During the annual season, the shift schedule is from 09:45 to 18:15 Monday to Saturday. On Sundays and Public Holidays, the shift schedule is from 09:45 to 17:15. (Note: The shift schedule includes a 30-minute working (on-site) lunch break as scheduled with the Swimming Pool Superintendent at most swimming pools, but this may vary at some swimming pools.)

3.3 Shift schedule hours may be extended during peak times for swimming pool facilities and can vary between swimming pool facilities.

3.4 Seasonal lifeguarding services

3.4.1 Persons who render lifeguarding services must abide by the code of conduct for lifeguards, here by attached as **Annexure A: CODE OF CONDUCT FOR SWIMMING POOL LIFEGUARDS.**

3.4.2 Persons who render lifeguarding services will be responsible for ensuring swimmers' safety and well-being at municipal swimming pools.

3.4.3 Persons who render lifeguarding services hold a physical job that requires the ability to swim and to perform rescue services for persons in distress.

3.4.4 A working knowledge of cardiopulmonary resuscitation (CPR) and similar lifesaving methods is needed, as are proper first-aid skills.

3.4.5 The environment of the persons who render lifeguarding services is mainly outdoors and knowledge of protection against the sun and the elements is a requirement.

3.4.6 The persons who render lifeguarding services participate in substantial social interaction with pool users and need to be emotionally prepared to manage difficult clients.

3.4.7 Good interpersonal skills and the ability to communicate well and to positively interact with pool users are further requirements from persons who render lifeguarding services.

3.4.8 Persons who render lifeguarding services must ensure that all pool users abide by the swimming pool rules at all times. Persons who render lifeguarding services must also be knowledgeable about, and be able to share, information on current weather and water conditions.

3.4.9 Persons who render lifeguarding services must be alert and able to respond to any emergency that may arise, such as someone in need of first aid or a potential drowning victim. Additionally, they must be able to apply the 10/20 scan and be on the lookout for unsafe conditions in and out of the water, such as the presence of dangerous behaviour, objects or games.

3.4.10 Persons who render lifeguarding services must annually renew their certification (lifeguard award [Certificate of Competence] with annual applicable re-test [proficiency/ performance]) at their own cost, to be used in a professional capacity. They are also expected to remain in sufficient physical shape to perform their duties.

In the event that a seasonal lifeguard is found to be unable to perform the assigned duties, the appointed service provider will be responsible for replacing him/her with a qualified seasonal lifeguard. The City of Tshwane will require seasonal lifeguards to perform a monthly swimming assessment, as indicated below, after notification thereof:

1. Swim 100 m in under two minutes.
2. Performing a dual rescue.

3.4.11 Persons who render lifeguarding services should exhibit the following attributes:

- Punctuality (Swimming Pool Superintendent and or Cashier monitor attendance register).
- A methodical approach to work (Arrive at the pool, dress into uniform, pack out emergency equipment, walk around the pool area to ensure safety, discuss the schedule for the day etc.)
- Keen attention to detail
- A pleasant personality for dealing with customers
- Excellent communication skills
- Ability to work on own initiative
- Ability to be a team player

These attributes are implicit of the Code of Conduct for persons rendering lifeguarding services (Annexure A) that need to be signed annually and adhered to by all newly deployed Seasonal Lifeguards and Patrol Officers during their induction when reporting for duty at the City of Tshwane swimming pools.

3.5 The following uniform items and equipment are to be supplied by the service provider for each seasonal lifeguard:

3.5.1 Lifeguard Uniform

3.5.1.1 T-shirt: Yellow (Pantone 136–137), with the word “Lifeguard” and a picture of a red cross printed in red on the back of the shirt (300 mm × 150 mm) or equivalent, approved by the City of Tshwane.

3.5.1.2 Lifeguard board shorts: Red (Pantone 186C), with the word “Lifeguard” printed in white and a picture of a white cross below the word “Lifeguard” on the front bottom right side of the shorts (80 mm × 80 mm) or equivalent, approved by the City of Tshwane.

3.5.1.3 Cricket hat with adjustable chin cord: Red (Pantone 186C), with the word “Lifeguard” printed in white and a picture of a white cross on the middle front of the hat (50 mm × 50 mm) or equivalent, approved by the City of Tshwane.

3.5.1.4 Adult tracksuit: Red (Pantone 186C), with the word “Lifeguard” with a picture of a white cross printed below the word “Lifeguard” on the back of the jacket in white (300 mm × 150 mm) or equivalent warm clothing, as approved by the City of Tshwane.

3.5.2 Lifeguard equipment (first aid)

The service provider must provide first-aid bags for each seasonal lifeguard who reports for duty with the following content:

Number	Item	Quantity
1	Wound cleaner or antiseptic (100 ml)	1
2	Swabs for cleaning wounds (100 minimum)	1 pack
3	Cotton wool for padding (100 g)	2
4	Sterile gauze (minimum quantity: 10 per pack)	5
5	Non-sterile gauze (minimum quantity: 10 per pack)	5
6	Pair of forceps (for splinters)	1
7	Pair of scissors (minimum size: 100 mm)	1
9	Card with safety pins	10
10	Triangular bandages	4
11	Roller bandages (50 mm × 5 mm)	4
12	Roller bandages (100 mm × 5 m)	4
13	Roller elastic adhesive plaster (25 mm × 3 m)	4
14	Non-allergic adhesive strip plasters (25 mm in width)	1 pack
15	Packet adhesive dressing strip plasters (minimum quantity: 100 assorted plaster sizes)	100
16	First-aid dressings (75 mm × 100 mm) SOS Number 3	4
17	First-aid dressings (150 mm × 200 mm) SOS Number 4	2
18	First aid dressings (150 mm × 200 mm) SOS Number 5	2
19	Straight splints	2
20	Pairs of large or medium disposable latex gloves	2
21	CPR mouth pieces or similar devices	2
22	An adequate supply of absorbent material for spilled blood and other body fluids (paper towels)	1 roll
23	Disinfectant for the area after cleaning up spilled blood and other body fluids	3 sachets
24	Pairs of large or medium disposable rubber household gloves	1
25	A suitably sized impervious bag for the safe disposal of blood and other contaminated biohazardous materials (Ziplock bag: 180 mm × 225 mm)	10

3.5.3 The City of Tshwane reserves the right to inspect the first-aid bag as and when necessary. The service provider shall ensure that the first-aid bag is stocked at all times in compliance with the City's occupational health and safety requirements.

3.5.4 Personal seasonal lifeguard equipment

- Red or yellow fox whistle with lanyard
- Sunscreen with SPF30 or higher or long sleeve shirts.
- 28” rescue can that offers excellent buoyancy and several handles that can be gripped easily from any angle. The rescue can must be lightweight and durable with large easy-to-grip handles on all sides and a 3 m cord of 7 mm ski rope attached to a 1,5 m nylon flat tape comfortable body strap.

3.6 When using the municipal swimming pool equipment (spine board with head block, chairs, umbrellas, etc), the service provider is required to take good care of all equipment for the duration of the tender period and shall return said equipment on the termination date of the tender period. Any damage to and/or losses of municipal swimming pool equipment through negligence will be for the service provider’s account.

3.7 Certified copies of the following documents for all Seasonal Lifeguards must be handed in to the offices of the Director: Community Services (Regional Operations and Coordination Department) and the Director: Resorts Operations (Environment and Agriculture Management Department) no later than two weeks before service delivery starts:

- Proof of a valid Lifeguard Award.
- Proof of a Retest certificate that is valid for the coming season.
- Code of Conduct signed by each lifeguard.
- Certified copy of identity document.
- Valid Level 1 or higher first-aid certificate.
- Police clearance certificate (for criminal, sexual and child protection offences from all those dealing with minors).
- Contact numbers.

Documents must be scanned in a batch per lifeguard and emailed to the Director: Community Services or Director: Resorts Operations and/ or the applicable Senior Swimming Pool Superintendent before services commence. Failure to submit proof may result in denying the lifeguard to start the shift.

3.8 Before commencement of lifeguarding services, the service provider must submit a list from Lifesaving South Africa to the Director: Community Services and the Director: Resorts Operations and/ or the applicable Senior Swimming Pool Superintendent provides information on registration, club affiliation, identity number, date of Lifeguard Award obtained and last re-test date. Failure to submit proof may result in denying the lifeguard to start the shift.

3.9 The service provider must appoint staff with suitable and applicable training and qualifications as stipulated in this document.

3.10 All persons who render lifeguarding services must be in possession of a current valid Level 1 or higher first-aid certificate and must be fit for duty at all times. Fitness will be determined by swimming 100 m in under two minutes and performing a dual rescue. Refer to Annexure A Code of Conduct.

3.11 Swimming pools where two or more seasonal lifeguards are deployed must have a squad leader to ensure adequate daily functioning and supervision during the contractual period, and the squad leader must be fit for duty at all times.

3.12 A minimum of three area supervisors must be appointed in order to ensure adequate supervision and administration functionality during the contractual period and they must be fit for duty at all times. Examples are one supervisor for Regions 1 and 2, one supervisor for Regions 3 and 4 and one supervisor for Regions 6 and 7, including the resorts in each region. The supervisor must introduce him or herself to the staff and security at the pool, to ensure that proper communication and recognition takes place.

The area supervisors must sign the attendance registers and duty book at each swimming pool daily, verifying that the number of lifeguards requested are on duty and that information on conditions and activities for the day was captured in the duty book. Failure to sign the attendance register and duty book will result in a penalty amounting to 30% calculated using the hourly rate for the day multiplied by the number of seasonal lifeguards deployed at that particular swimming pool where the attendance register and duty book was not signed. (Clause 22 of the Government Procurement general Conditions of Contract July 2010)

3.13 The service provider will be expected to supply a register of equipment for evaluation and inspection purposes (refer to Section 3.5). A date will be arranged with the service provider to do the inspection if required.

3.14 The squad leader will be responsible for keeping records of all incidents in an incident or duty book and report such to the area supervisor immediately. The area supervisor will be responsible to report all incidents immediately to the Director: Community Services or the Director: Resorts Operations.

3.15 The area supervisor must coordinate and control all shifts and other functions.

3.16 Area Supervisors and squad leaders must be contactable at all times while on duty and must be able to communicate with the City of Tshwane Emergency Services Department and the lifeguards on duty.

3.17 All persons who render lifeguarding services must report for duty in a timely manner in accordance with the specified time frames. This means that seasonal lifeguards must be suitably dressed, at the pool, ready for work and fit for duty when the pool opens at 10:00.

3.18 The service provider must ensure that, through the seasonal lifeguard, learn-to-swim or lifeguard-related training is provided for at least two hours per week per swimming pool to interested members of the community free of charge as part of an educational project.

3.19 It is required that the service provider provides adequate accommodation and transportation for all the seasonal lifeguards to and from the swimming pool facilities on a prearranged time schedule in order to ensure that they are at the assigned point of service on time as and when required. No seasonal lifeguard will be allowed to make use of City of Tshwane facilities for overnight

accommodation unless provision is made for such accommodation and the necessary arrangements made as required by the relevant City of Tshwane policies.

3.20 After the appointment, the successful service provider must, when requested, show proof to the Deputy Director (or the person appointed to act on his/her behalf is a delegate of the Regional Head for the implementation of the project at Regional/ Resort swimming pools), that provision for accommodation is made for seasonal lifeguards by submitting proof of ownership and/ or a signed lease/ rental agreement.

The City of Tshwane reserves the right to inspect the accommodation establishment at any time to ensure compliance to this specification in the tender.

Inspection list:

1. Proof of ownership and/ or a signed lease/ rental agreement for accommodation to be made available for the seasonal lifeguards.
2. A copy of the written rental agreement (to be used), clarifying the terms of the tenancy and compliant to the Rental Housing Act 50 of 1999.
3. A copy of house rules that govern lawful behaviour by persons who will be occupying the rental unit (e.g. indicating the maximum occupants allowed per unit).
4. A copy of a tenants checklist to be completed and signed together with the landlord/ manager.
5. Firefighting equipment easily accessible for the premises.
6. Firefighting equipment on premises is compliant.
7. Standard fire and emergency exit signs are clearly visible.
8. Stairs and handrails are in a good condition.

3.21 After appointment, the successful service provider must, when requested, show proof to the Deputy Director (or the person appointed to act on his/her behalf is a delegate of the Regional Head for the implementation of the project at Regional/ Resort swimming pools), that provision for transport is made for seasonal lifeguards by submitting proof of ownership and relevant drivers licences for a fleet of a minimum of three mini-bus transport vehicles. The successful service provider must be able to supply the registration details of these vehicles consisting of the Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System for each the three mini-bus transport vehicles.

3.22 Where the successful service provider is not the owner of the three mini-bus transport vehicles they may provide a copy of a valid lease agreement/ letter of intent/ Memorandum of Understanding must be submitted together with a copy of the registration details of these vehicles consisting of the Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System for each the three mini-bus transport vehicles.

The City of Tshwane reserves the right to inspect the three mini-bus transport vehicles at any time to ensure compliance to this specification in the tender.

Inspection list:

1. 3 Minibus transport vehicles (Owned/ lease/ both)
2. Valid licence disc (RC 1 NATIS Certificate of Registration)
3. A copy of a valid code B driver's license for the 3 drivers of the (3) mini-busses.

3.23 The service providers must ensure that the lifeguards in their employ will be compensated in line with the Basic Conditions of Employment Act (No. 75 of 1997) as amended.

3.24 The service provider is expected to make financial provision that will enable the company to renumerate the Seasonal Lifeguards at the end of each month in order that they have been appointed to render lifeguarding services.

3.25 The following table lists the swimming pools in the City of Tshwane:

Region	Swimming pool	Address	GPS coordinates
1	Club Rendezvous Paddling Pool	Club Rendezvous, Emily Hobhouse Avenue (south), Pretoria North	25° 40' 48.467" S 28° 10' 19.022" E
1	Pretoria North Swimming Pool	Emily Hobhouse Avenue (north), Pretoria North	25° 39' 57.173" S 28° 10' 26.454" E
1	Soshanguve Swimming Pool	Soshanguve Block H	25° 30' 58.257" S 28° 06' 24.495" E
2	Deon Malherbe Swimming Pool	Braam Pretorius Street and Kannabos Avenue, Wonderboom	25° 41' 00.232" S 28° 12' 25.201" E
2	Temba Swimming Pool	Kudube Unit 1/d, Temba	25° 22' 41.342" S 28° 14' 45.566" E
2	Rooiwal Swimming Pool (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	1st Street, Rooiwal	25° 33' 39.007" S 28° 14' 52.020" E
3	Atteridgeville Swimming Pool	Maunde Street, Atteridgeville	25° 46' 36.004" S 28° 04' 27.550" E
3	De Jong Diving Centre (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	Cnr Roper and Nixon Street, New Muckleneuk	25° 46' 05.914" S 28° 13' 36.850" E
3	Gert van Schalkwyk Swimming Pool	Markotter Street, Danville	25° 44' 17.154" S 28° 07' 17.115" E
3	Hans Moolman Paddling Pool	Hans Moolman Park, cnr Arend and Bosduif Street, Kwaggasrand	25° 45' 14.462" S 28° 06' 46.070" E

Region	Swimming pool	Address	GPS coordinates
	(Currently not operational: If and when reopened, dates for service rendering will be communicated.)		
3	Hillcrest Swimming Pool	Cnr Jan Shoba Street and Duxbury Road, Hillcrest	25° 45’ 19.951” S 28° 14’ 20.568” E
3	Les Marais Swimming Pool	Benita Avenue, Les Marais	25° 45’ 19.951” S 28° 14’ 20.568” E
3	Saulsville Swimming Pool (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	Masopha Street, Saulsville	25° 46’ 04.824” S 28° 03’ 27.171” E
3	Sunnyside Swimming Pool	Cnr Bourke and Jorrissen Street, Sunnyside	25° 45’ 20.722” S 28° 21’ 31.177” E
3	Tjaart van Vuuren Swimming Pool	Cnr Hertzog Street and 30th Avenue, Villieria	25° 42’ 18.052” S 28° 14’ 10.408” E
4	Laudium Swimming Pool	Aquamarine Street and 8th Avenue, Laudium	25° 47’ 01.587” S 28° 06’ 16264” E
6	Eersterust Swimming Pool	Ivan Beckett Avenue, Eersterust	25° 42’ 48.788” S 28° 18’ 41.806” E
6	Mamelodi East Swimming Pool	Tsomo Street, Mamelodi	25° 42’ 13.494” S 28° 21’ 36.068” E
6	Mamelodi West Swimming Pool	Kubone Street, Mamelodi	25° 42’ 39.056” S 28° 20’ 41.713” E
6	Zita Park Paddling Pool	Cnr Zita and Len Brown Street, Garsfontein	25° 47’ 33.428” S 28° 17’ 34.449” E
6	Nellmapius Swimming Pool (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	Erf 6249, Dimakatso Street (the nearest corner is Tsebiso Street)	25° 44’ 43.441” S 28° 21’ 29.165” E
7	Bronkhorstspruit Swimming Pool	Olifant Crescent, Bronkhorstspruit	25° 48’ 25.290” S 28° 43’ 52.919” E
7	Zithobeni Swimming Pool	Mothibe Drive, Zithobeni, Bronkhorstspruit	25° 47’ 00.441” S 28° 43’ 11.850” E
Resort	Moretele Resort Swimming Pool	Sibande Street, Mamelodi	25° 42’ 13.494” S 28° 21’ 36.068” E
Resort	Derdepoort Resort Swimming Pool	Derdepoort Resort, Baviaanspoort Road, Derdepoort	25° 41’ 52.696” S 28° 17’ 23.345” E

Region	Swimming pool	Address	GPS coordinates
Resort	Kwaggaspruit Swimming Pool	Cnr Van Dalsen Street and Inner Crescent, West Park	25° 45’ 33.673” S 28° 07’ 53.151” E
Resort	Fountains Valley Resort Swimming Pool	Fountains Valley	25° 46’ 52.814” S 28° 11’ 36.929” E
Resort	Ga-Mothakga Resort Swimming Pool	Cnr Pitse and Tlou Street, Atteridgeville	25° 45’ 46.305” S 28° 04’ 04.582” E
Resort	Klip-Kruisfontein Swimming Pool	Hebron Road, Soshanguve South	25° 34’ 41.907” S 28° 05’ 33.092” E
Resort	Joost Becker Caravan Park Swimming Pool	Es’kia Mphahlele Drive, Mayville	
TOTAL (ESTIMATED NEEDS)			

Note: The list of swimming pools indicates all the municipal swimming pools that are currently operational or non-operational. The City reserves the right to increase or decrease the list of swimming pools. Should swimming pools that are currently not operational be repaired they will be added to the list. Where swimming pools on the current list become non-operational for whatever reason they will be taken of the current list. This is a an as-and-when tender, the estimated need/ number of contracted seasonal lifeguards may change due to unforeseen seasonal factors or impact caused by a national, provincial or local state of disaster or any other unforeseen circumstances.

3.26 Occupational health and safety

3.26.1 In terms of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended, every prospective service provider shall be responsible for familiarising itself with the relevant content of the mentioned act. Prospective service providers shall be responsible for obtaining a copy of the mentioned act.

The service provider must ensure that it complies with the appropriate safety regulations as stipulated in the HIRA (Hazard Identification and Risk Assessment) process/ method for swimming pool lifeguarding. **Annexure B: HIRA for Swimming Pool Lifeguarding**

The service provider must ascertain that all the risks identified in the HIRA methodology is covered to its satisfaction and must augment these where necessary.

3.26.2 The City of Tshwane reserves the right to request the service provider to submit a letter of “good standing” from the Department of Labour within seven days of notification.

3.27 Public liability

3.27.1 The service provider must have sufficient public liability insurance in place to cover any losses to an amount of R5 000 000,00.

3.27.2 Proof of insurance to be submitted two weeks after the final award of the tender to the Director: Community Services (Regional Operations and Coordination Department) and the Director: Resorts Operations (Environment and Agriculture Management Department).

4. DELIVERABLES

The successful bidder must submit a tender for the delivering of well-equipped, suitably qualified, seasonal lifeguarding service to the City of Tshwane, as and when required.

Service provider must be capable of paying staff within 30 days of service delivered.

5. STAGES OF EVALUATION

This tender will be evaluated in the following three stages:

5.1 ADMINISTRATIVE COMPLIANCE

5.2 MANDATORY REQUIREMENTS

5.3 PREFERENCE POINT SYSTEM

5.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

All the proposals will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents. Service providers that comply with ALL the Stage 1 requirements will be evaluated against the mandatory requirements as set out in Stage 2.

Compulsory Returnable Documentation (Submission of these are compulsory)	**Submitted (YES or NO)**	**Checklist (Guide for Bidder and the Bid Evaluation Committee)**
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. *See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification*		black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or **non-submission of the above**, will be considered)?
f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old. **NB**: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.	N/A	Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. **NB**: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
		Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. **Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.** **Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.**

5.2 STAGE 2: MANDATORY REQUIREMENTS

The service provider must include the following documentation with the tender document, failing which will result in immediate disqualification:

5.2.1 COMPANY EXPERIENCE

The service provider must have completed at least one contract/ tender for rendering lifeguarding services over a three-year period term, for another organisation, municipality, or organ of state, in the past five years.

The service providers should submit a certified reference letter(s) on a signed valid letter head from the previous employer(s) as proof where the services were rendered. Where the service provider is still rendering the service as part of a contract/ tender that is active, a certified letter of recommendation on a signed valid letter head from the current employer is required. The timeframe of when the services were rendered must clearly be indicated accompanied by contactable references. Documentation (Completion certificate or similar) must be attached with this tender together with the completed Table 1: Provision of Lifeguarding services record, below:

Table 1: Provision of Lifeguarding services record

	Organisation, municipality or organ of state.	Title of contract for the service.	Value of contract for the service, including VAT (rand).	Date completed (state current date if not yet completed).	Contactable references (provide contact persons and cell phone or landline numbers)
1.					
2.					
3.					

5.2.2 BANK RATING

Service provider must provide proof of minimum Level C Bank rating from the service provider's financial institution registered with the NCR with the tender. Service providers to provide the bank rating letter on the official bank letter head.

5.2.3 TRANSPORTATION REQUIREMENT

The service provider must provide proof that they will be able to comply to the requirement to provide adequate transport for the seasonal lifeguards. This is done by attaching to this tender proof of ownership and/ or intention to lease the required fleet of a minimum of three mini-bus transport vehicles together with copies of relevant drivers' licences for the staff who will be driving these vehicles.

Where the service providers are the owners of one or more of the required three mini-bus transport vehicles, they must submit the registration details consisting of the Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System, for these mini-bus transport vehicles.

Where the successful service provider is not the owner of one or more of the required three mini-bus transport vehicles, they must provide a copy of a valid lease agreement/ letter of intent/ Memorandum of Understanding, together with a copy of the Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System, for these mini-bus transport vehicles.

The City of Tshwane reserves the right to inspect the three mini-bus transport vehicles at any time to ensure compliance to this specification in the tender.

Inspection list:

- 3 Minibus transport vehicles (Owned/ lease/ both)
- Valid licence disc (RC 1 NATIS Certificate of Registration)

- A copy of a valid code B driver's license for the 3 drivers of the (3) mini-busses.

5.2.4 ACCOMODATION REQUIREMENT

The service provider must show proof that provision for accommodation will be made for seasonal lifeguards, either at one address or at different addresses in the Regions, by attaching to this tender ownership and/ or intention to lease accommodation.

The City of Tshwane reserves the right to inspect the accommodation of the short-listed tenderers before awarding the tender.

Inspection list:

1. Proof of ownership and/ or a signed lease/ rental agreement for accommodation to be made available for the seasonal lifeguards.
2. A copy of the written rental agreement (to be used), clarifying the terms of the tenancy and compliant to the Rental Housing Act 50 of 1999.
3. A copy of house rules that govern lawful behaviour by persons who will be occupying the rental unit (e.g. indicating the maximum occupants allowed per unit).
4. A copy of a tenants checklist to be completed and signed together with the landlord/ manager.
5. Firefighting equipment easily accessible for the premises.
6. Firefighting equipment on premises is compliant.
7. Standard fire and emergency exit signs are clearly visible.
8. Stairs and handrails are in a good condition.

5.2.5 As part of the tender, the service provider, at the close of the tender, must hand in a list of their current pool of lifeguards they will be able to access for this tender together with the following:

1. A List that was issued from Lifesaving South Afrika (LSA) as proof that these lifeguards are registered members of LSA and which indicates the date when their Lifeguard Awards was obtained as well as the date of the last re-test.
2. Copies of their valid Certificate of the Lifeguard Awards (Certificate of Competence).

5.2.6 Tender must submit a letter of "good standing" from the Department of Labour.

5.3 STAGE 3: PREFERENCE POINT SYSTEM

The preferential points to be used will be the **80/20** points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

The system comprises of the following elements:

- 80 points for price
- 20 points for specific goals

SPECIFIC GOALS

1) Bidders are required to submit supporting documents for their bids to claim the specific goal points.

2) Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for specific goals.

3) Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	**80/20 preference point system**	**Proof of specific goals to be submitted**
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s **and** proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)

At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s **and** proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Local Economic Participation • City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

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

6 TYPE OF AGREEMENT REQUIRED

A Service Level Agreement will be required after the appointment.

7 VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

8 PRICING SCHEDULE

GENERAL

1. This is a rates only tender.
2. All the totals in the tender are used for evaluation purposes only and does not reflect the value of the tender.
3. The quantities mentioned are estimates only and the Municipality reserves the right to increase or decrease same.

4. Rate per hour per lifeguard must be inclusive of costs related to overheads, supervisors, accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April).
5. The service providers must ensure that rate per hour per lifeguard should ensure that the lifeguards in their employ will be fairly compensated in line with the Basic Conditions of Employment Act (No. 75 of 1997) as amended.
6. The City of Tshwane reserves the right to appoint one or more than one service provider.
7. The City of Tshwane reserves the right to engage in price negotiations with the successful service provider before awarding the tender.
8. The service providers must tender for all the swimming pools.

AWARD

The City intends to appoint only one service provider but reserves the right to award one or more than one service provider.

DETAILED PRICING SCHEDULE:

All the totals in the tender are used for evaluation purposes only and does not reflect the value of the tender. The quantities mentioned are estimates only and the Municipality reserves the right to increase or decrease same.

Item number	Material master number	Rate per hour per Seasonal lifeguards must be include cost of overheads, supervisors, accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April)	Estimated number of days that the Lifeguards reported for duty per month.	Estimated Hours (8 hours per day) A	Unit Rate (Per hour per Lifeguard) (Excluding VAT). B	Item Total (Excl VAT) (A x B =) C
Item 1		**Region 1 Swimming Pools**				
1.1	3031964	Pretoria North Swimming Pool	105	840	R	R
1.2	3031967	Soshanguve Swimming Pool	60	480	R	R
1.3	3031952	Club Rendezvous Paddling Pool	60	480	R	R
		Subtotal for Item 1 (Excl VAT)				**R**

Item number	*Material master number*	Rate per hour per Seasonal lifeguards must be include cost of overheads, supervisors, accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April)	Estimated number of days that the Lifeguards reported for duty per month.	Estimated Hours (8 hours per day) A	Unit Rate (Per hour per Lifeguard) (Excluding VAT). B	Item Total (Excl VAT) (A x B =) C
Item 2		**Region 2 Swimming Pools**				
2.1	3031954	Deon Malherbe Swimming Pool	60	480	R	R
2.2	3031969	Temba Swimming Pool	95	760	R	R
2.3	3031965	Rooiwal Swimming Pool (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	60	480	R	R
	Subtotal for Item 2 (Excl VAT)					**R**

Item number	*Material master number*	Rate per hour per Seasonal lifeguards must be include cost of overheads, supervisors, accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April)	Estimated number of days that the Lifeguards reported for duty per month.	Estimated Hours (8 hours per day) A	Unit Rate (Per hour per Lifeguard) (Excluding VAT). B	Item Total (Excl VAT) (A x B =) C
Item 3		**Region 3 Swimming Pools**				
3.1	3031950	Atteridgeville Swimming Pool	60	480	R	R
3.2	3031956	Gert van Schalkwyk Swimming Pool	35	280	R	R
3.3	3031953	De Jong Diving Centre (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	30	240	R	R
3.4	3031957	Hans Moolman Paddling Pool (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	30	240	R	R
3.5	3031958	Hillcrest Swimming Pool	60	480	R	R
3.6	3031960	Les Marais Swimming Pool	40	320	R	R
3.7	3031966	Saulsville Swimming Pool (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	30	240	R	R
3.8	3031968	Sunnyside Swimming Pool	60	480	R	R
3.9	3031970	Tjaart van Vuuren Swimming Pool	60	480	R	R
	Subtotal for Item 3 (Excl VAT)					**R**

Item number	*Material master number*	Rate per hour per Seasonal lifeguards must be include cost of overheads, supervisors, accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April)	Estimated number of days that the Lifeguards reported for duty per month.	Estimated Hours (8 hours per day) A	Unit Rate (Per hour per Lifeguard) (Excluding VAT). B	Item Total (Excl VAT) (A x B =) C
Item 4		**Region 4 Swimming Pools**				
4.1	3031959	Laudium Swimming Pool	50	400	R	R
	Subtotal for Item 4 (Excl VAT)					**R**

Item number	*Material master number*	Rate per hour per Seasonal lifeguards must be include cost of overheads, supervisors,	Estimated number of days that the Lifeguards	Estimated Hours (8 hours per day)	Unit Rate (Per hour per Lifeguard) (Excluding VAT).	Item Total (Excl VAT) (A x B =) C

		accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April)	reported for duty per month.	A	B	
Item 5		**Region 6 Swimming Pools**				
5.1	3031955	Eersterust Swimming Pool	85	680	R	R
5.2	3031961	Mamelodi East Swimming Pool	40	320	R	R
5.3	3031962	Mamelodi West Swimming Pool	40	320	R	R
5.4	3031963	Nellmapius Swimming Pool (Currently not operational: If and when reopened, dates for service rendering will be communicated.)	50	400	R	R
5.5	3031971	Zita Park Paddling Pool	40	320	R	R
	Subtotal for Item 5 (Excl VAT)					**R**

Item number	*Material master number*	Rate per hour per Seasonal lifeguards must be include cost of overheads, supervisors, accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April)	Estimated number of days that the Lifeguards reported for duty per month.	Estimated Hours (8 hours per day) A	Unit Rate (Per hour per Lifeguard) (Excluding VAT). B	Item Total (Excl VAT) (A x B =) C
Item 6		**Region 7 Swimming Pools**				
6.1	3031951	Bronkhorstspruit Swimming Pool	45	360	R	R
6.2	3031972	Zithobeni Swimming Pool	75	600	R	R
	Subtotal for Item 6 (Excl VAT)					**R**

Item number	*Material master number*	Rate per hour per Seasonal lifeguards must be include cost of overheads, supervisors,	Estimated number of days that the Lifeguards	Estimated Hours (8 hours per day)	Unit Rate (Per hour per Lifeguard) (Excluding VAT).	Item Total (Excl VAT) (A x B =) C

		accommodation, transport, equipment, and uniforms per annual swimming pool season (September to March or April)	**reported for duty per month.**	**A**	**B**	
Item 7		**Resort Swimming Pools**				
7.1	3031948	Klip-Kruisfontein Swimming Pool	70	560	R	R
7.2	3031944	Fountains Valley Resort Swimming Pool	70	560	R	R
7.3	3031945	Ga-Mothakga Resort Swimming Pool	70	560	R	R
7.4	3031947	Kwaggaspruit Resort Swimming Pool	70	560	R	R
7.5	3031949	Moretele Resort Swimming Pool	70	560	R	R
7.6	3031943	Derdepoort Resort Swimming Pool	70	560	R	R
7.7	3031946	Joost Becker Caravan Park Swimming Pool	30	240	R	R
		Subtotal for Item 7 (Excl VAT)				**R**

SUMMARY PRICE SCHEDULE		
ITEM	**DESCRIPTION**	**TOTAL AMOUNT (Excl VAT)**
1	Region 1 Swimming Pools	R
2	Region 2 Swimming Pools	R
3	Region 3 Swimming Pools	R
4	Region 4 Swimming Pool	R
5	Region 6 Swimming Pools	R
6	Region 7 Swimming Pools	R
7	Resort Swimming Pools	R
TOTAL (Excl. VAT)		**R**
VAT		**R**
TOTAL (Incl. VAT)		**R**

Note: The total is for evaluation purposes and does not necessarily reflect the quantity or value of the lifeguarding services to be rendered by the service provider.

* Hours may be extended during peak times for swimming pool facilities.

9 MARKET ANALYSIS

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

The City of Tshwane further reserves the right to negotiate a market-related price with the service provider that scored the most points. If the service provider does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the service provider that scored the second-most points. If the service provider that scored the second-most points does not agree to a market-related price, the City will negotiate a market-related price with the service provider that scored the third-most points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	ROC 26 2023/24	CLOSING DATE:	02 August 2024	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A WELL-EQUIPPED, SUITABLY QUALIFIED, SEASONAL LIFEGUARDING SERVICE TO THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A THREE (3) YEAR PERIOD: WITH EFFECT FROM 23 NOVEMBER 2024 OR THE NEAREST DATE.				
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)*

Tshwane House
Supply Chain Management
320 Madiba Street
Pretoria CBD
0002

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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE	☐Yes ☐No [IF YES, ANSWER PART B:3]	

/SERVICES /WORKS OFFERED?		GOODS /SERVICES /WORKS OFFERED?	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	……	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Regional Operations and Coordination
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Wouter Koekemoer
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 1496
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	wouterk@tshwane.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION**
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

Name of Bidder…….……	Bid Number …….……
Closing Time ……	Closing Date ……

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

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

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

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

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

* Delete if not applicable

MBD 3.2

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 ……

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

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

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

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

* Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

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

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

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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

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

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, hareholder[2]) ……

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. ……

……..

[1] MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars. ……

……..

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

3.10.1 If yes, furnish particulars. ……....

……..

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

3.11.1 If yes, furnish particulars. ……

……..

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

3.12.1 If yes, furnish particulars. ……

……..

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

3.13.1 If yes, furnish particulars. ……

……..

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

3.14.1 If yes, furnish particulars: ……

……

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

Full Name	**Identity Number**	**State Employee Number**

…… ……..

Signature **Date**

…… ……..

Capacity **Name of Bidder**

MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing? *__YES / NO__

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

……

……

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.

……

……

……

……

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

3.1 If yes, furnish particulars

……..

……..

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

……..

……..

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……..…….. CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..	……..
Signature	Date
…….....	…….
Position	Name of Bidder

MBD 6.1

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

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1. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms

of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation • City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number:
……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……..

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

MBD 7.2

CONTRACT FORM: RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **ROC 26 2023/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*

   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 ……

2 ……

DATE: ……..

MBD 7.2

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT …… ON ……

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1 ……
2 ……

DATE: ……..

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

b. been convicted for fraud or corruption during the past five years;

c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	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 *audi alteram partem* 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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐

	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
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:		
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**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **ROC 26 2023/24**

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A WELL-EQUIPPED, SUITABLY QUALIFIED, SEASONAL LIFEGUARDING SERVICE TO THE CITY OF TSHWANE, AS AND WHEN REQUIRED FOR A THREE (3) YEAR PERIOD: WITH EFFECT FROM 23 NOVEMBER 2024 OR THE NEAREST DATE.

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

I certify, on behalf of: _____that:
(Name of Bidder)

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

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

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

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

[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.**

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

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.

Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

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 in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services, services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(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 in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract

18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the

original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed,

or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(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.

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;

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

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 in SCC.

31. Notices

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

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

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the

public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the “City”)

Herein Represented by Phuti Moloto

In his capacity as: Acting Group Head: Regional Operations and Coordination

(Duly authorised hereto)

AND

_____

Name of Company)

_____

Registration Number:

(Hereinafter referred to as the “Service Provider”)

Herein Represented by:

_____

In his/her capacity as:

_____

(Duly authorised hereto)

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Phuti Moloto in his capacity as Acting Group Head: Regional Operations and Coordination duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his signature hereto warrants that he is properly authorised to sign this Agreement.

(Herein referred to as the “CITY”)

AND

_____

(Name of Company)

Registration Number: _____

Herein represented by _____, in his/ her capacity as _____ duly authorised thereto under and by virtue of a resolution of the Board passed on _____, a copy of which is annexed as Annexure “A”, and who by his signature hereto warrants that he/ she is properly authorised to sign this Agreement

(Herein referred to as the “SERVICE PROVIDER”)

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ANNEXURE “A” BOARD RESOLUTION

RECORDAL:

WHEREAS the City requires rendering of a well-equipped, suitable qualified, seasonal lifeguarding service to the City of Tshwane, as and when required for a three (3) year period.

AND WHEREAS the City wishes to appoint the Service Provider;

AND WHEREAS the Service Provider wishes to provide such Goods and Services;

AND WHEREAS the Service Provider has indicated that it has the necessary expertise, skills and capabilities to provide the Goods and Services;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which the Service Provider shall provide the Goods and Services in the Service Areas and/or Delivery Area and provide after sales support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

1 DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

1.1 “Agreement” means this Service Level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

1.2 “Business Day” means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;

1.3 “Business Week” means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

1.4 “City” means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

1.5 “Contact Persons” means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 28 and who can be substituted in writing from time to time;

1.6 “Contract Price” shall mean the amount reflected as the Contract Price in clause 9 below,

1.7 “Contract Period” means the Contract Period as reflected in the Appointment Letter to be issued by the City,

1.8 “Effective Date” means the date on the Appointment Letter to be issued by the City,

1.9 “Intellectual Property” means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

1.10 “Month” means a calendar month;

1.11 “Parties” means City and Service Provider and “Party” means either of them as the context requires;

1.12 “Services” means the Goods and Services to be provided by the Service Provider to the City as detailed in clause 8 below;

1.13 “Service Provider” means

_____

(Name of Company),

a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number: _____;

1.14 “Signature Date” means the date of signature of this Agreement by the Party signing last;

1.15 “Subcontract” means any contract or Agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods and Services or any part thereof;

1.16 “Subcontractor” means the third party with whom the Service Provider enters into a Subcontract;

1.17 “Tax Invoice” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

1.18 “VAT” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

2 INTERPRETATION

2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

2.2 Unless the context clearly indicates a contrary intention, any word connoting:

2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;

2.2.2 any one gender shall be deemed to include a reference to the other two genders; and

2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

2.3 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

2.4 The rule of interpretation that a written Agreement shall be interpreted against the Party responsible for the drafting or preparation of that Agreement shall not apply.

2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

2.6 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

2.7 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any Party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

3 APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, to provide the Goods and Services as set out in the Scope of the tender and in accordance with the terms and subject to the conditions of this Agreement.

4 PURPOSE OF THE AGREEMENT

4.1 The Purpose of this Agreement is to:

4.1.1 formalise and regulate the working relationship between the Parties;

4.1.2 set out the roles and responsibilities of the Parties; and

4.1.3 define process and procedures to be followed by the Parties.

5 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service Provider acknowledges and agrees that

its status under this Agreement is that of an independent Service Provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

6 DURATION

This Agreement shall commence on the Effective Date and shall subsist for a period of 3 (three) years, as and when required, unless terminated earlier pursuant to clause 25 below

7 CONTACT PERSON

7.1 The work to be performed by the Service Provider hereunder will be supervised by the City's Contact Person referred to in clause 28 below.

7.2 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

7.3 The Contact Persons shall liaise and update each other on the progress of the Goods and Services provided/ rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Goods and Services.

7.4 Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

7.5 Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

8 SCOPE OF GENERAL GOODS AND SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Goods and Services as specified in the Scope of the Tender, set out in the tender document.

9 PRICE AND PAYMENT

9.1 The City shall pay to the Service Provider the Contract Price as per the items in the Appointment Letter to be issued by the City.

9.2 All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

9.3 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

9.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

9.5 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

9.6 The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Goods and Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

9.7 All Tax Invoices shall be addressed to the City' Contact Person.

9.8 All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

Bank: _____

Account type: _____

Account No: _____

Branch No: _____

9.9 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the City to the Service Provider. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

10 SERVICE LEVELS

10.1 The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, inter alia:

10.1.1 capacity allocations in accordance with the Goods and Service to be provided; and

10.1.2 all work to be performed and Goods and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the relevant Goods and Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

10.2 The Service Provider shall provide suitably qualified and trained employees to provide the Goods and Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Goods and Services by the Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

10.3 Amongst others, the Service Provider shall comply with and provide the Goods and Services as set out in clause 8 above.

11 WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Goods or Services from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 24 below.

12 PENALTY

12.1 Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:

12.1.1 exercise its rights in terms of clause 24 below; alternatively

12.1.2 impose a penalty on the Service Provider as stated hereunder in clause 12.4 below and/ or clause 12.5 below.

12.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

12.3 Should the City elect to impose a penalty on the Service Provider, the City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

12.4 Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which penalty shall be a deduction of 10% of the undelivered Goods items and/ or failure to render Service items (as per the agreed schedule of work and Purchase Order issued by the Deputy Director/ Clerk of Works, within the time agreed with the Deputy Director/ Clerk of Works); and for the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the Service Provider for these undelivered Goods items and/ or failure to render Service items, in terms of clause 9 above.

12.5 The area supervisors that are to be appointed as stipulated in the project scope (paragraph 3.13) of the tender, must sign the attendance registers and duty book at each swimming pool daily, verifying that the number of lifeguards requested are on duty and that information on conditions and activities for the day was captured in the duty book. Failure to sign the attendance register and duty book will result in a penalty amounting to 30% calculated using the hourly rate for the day multiplied by the number of seasonal lifeguards deployed at that particular swimming pool where the attendance register and duty book was not signed. (Clause 22 of the Government Procurement general Conditions of Contract July 2010).

12.6 Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 26 below.

13 ACCESS

13.1 The City shall allow the Service Provider reasonable access to its premises, provided that:

13.1.1 access is related to the Goods and Services to be provided by the Service Provider; and

13.1.2 the Service Provider adheres to all rules, regulations and instructions applicable at the City's premises.

13.2 The Service Provider is required to notify the City monthly of employees who are to provide Goods and Services at the Service Areas.

13.3 The City shall grant the Service Provider and/or its employees, referred in clause 13.2 above, to access to its premises to perform its obligations in terms of this Agreement.

13.4 The Service Provider and its employees shall at all times when entering the premises and/or Service Areas of the City comply with all rules, laws, regulations and policies of the City.

14 INSPECTION

14.1 The City may at any time inspect the Service Levels of the Service Provider in terms of this Agreement.

14.2 If the City is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

14.3 The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

14.4 Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to impose penalties as provided for in clause 12 above or invoke the provisions of clauses and/or clause 24 below.

14.4.1 To enable the City to determine whether the Goods and Services rendered in terms of this Agreement are being complied with the Service Provider shall:

14.4.1.1 provide the City with such information as it may reasonably require;

14.4.1.2 allow the City to inspect and take copies of any records of the Service Provider relating to the Goods and Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; and

14.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.

14.5 Service Provider to Provide Reasonable Assistance

14.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

14.5.2 Any information required to be provided to the City pursuant to this clause 14 shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

14.5.3 The cost of any inspection contemplated in terms of this clause 14 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by the City in the course of such inspection.

14.6 The inspection contemplated in this Agreement will be conducted:

14.6.1 during normal business hours; and

14.6.2 save where the circumstances justify it, on reasonable notice to the Service Provider; with the minimum interference in the provision of the Goods and Services and the Service Provider's other operations.

15 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

15.1 Service Warranties

15.1.1 The Service Provider warrants that in relation to Goods and Services provided in terms of this Agreement:

15.1.1.1 it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

15.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Goods and Services in an expert manner;

15.1.1.3 it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;

15.1.1.4 that all Goods delivered, work performed, and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;

15.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

15.1.1.6 that the use or possession by the City of any Materials will not subject the City to any claim for infringement of any Intellectual Property Rights of any third party;

15.1.1.7 it with act promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while delivering Goods and performing Services or similar to the Services;

15.1.1.8 that its Goods and Services will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;

15.1.1.9 it will use and adopt any standards, processes and procedures required under this Agreement;

15.1.1.10 that it warrant that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the City and it shall allocate employees in accordance with the technical skill and knowledge required;

15.1.1.11 it is free from any defects in material and workmanship;

15.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the delivery of Goods and Services;

15.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the Goods and Services, maintenance and support; and

15.1.1.14 it will ensure that all applicable laws are observed;

15.2 Indemnity

15.2.1 The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against

all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

16 THE SERVICE PROVIDER'S PERSONNEL

16.1 Liability for Criminal Acts of Employees

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

16.2 Character of Employees

16.2.1 Due to the confidential nature of certain aspects of the Goods Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, been convicted of any crime.

16.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Goods and Services in terms of this Agreement.

16.3 The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

17 STATUTORY AND EMPLOYMENT ISSUES

17.1 The Service Provider shall comply with all employment legislation

17.1.1 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

17.1.2 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

17.2 No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

17.3 Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

18 SUB CONTRACTING

18.1 The Service Provider may not Subcontract the whole of or any portion of the Goods and Services in terms of this Agreement to any third party without the prior written consent of the City.

18.2 In the event the Service Provider wishes to Subcontract the whole of or any portion of the Goods and Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.

18.3 In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.

18.4 The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Goods and Services in terms of this Agreement, then:

18.4.1 the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Goods and Service;

18.4.2 such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such Subcontracting;

18.4.3 the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Goods and Services by the City; and

18.4.4 no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

19 CONFIDENTIALITY

19.1 The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; ("Confidential Information"), shall remain confidential and shall not be made known unless the City has given written consent to do so.

19.2 The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

19.3 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

19.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

19.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

19.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

20 INTELLECTUAL PROPERTY RIGHTS

20.1 All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.

20.2 All rights in the City name and logo remain the absolute property of the City.

20.3 The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

20.4 The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

20.5 In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Goods and Services infringe on any such third party's Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

20.6 Should any claim be made against the City by any third party in terms of clause 20.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

20.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Goods and Services having been found to infringe, at its own cost:

20.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

20.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another goods or service which does not infringe and which is materially similar to the subject of infringement; or

20.7.3 alter the subject of infringement in such a way as to render it non infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

20.7.4 withdraw the subject of infringement.

21 FORCE MAJEURE

21.1 For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

21.2 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

21.3 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure ("the Affected Party") then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period ("Agreed Period").

21.4 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

21.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

22 CESSION

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

23 CHANGE OF CONTROL / CIRCUMSTANCE

23.1 The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

23.2 The Parties agree that should there be a change as envisaged in clause 23.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

23.3 The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

24 BREACH

24.1 Subject to clause 23.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

24.1.1 immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

24.1.2 request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

24.1.3 impose penalties as provided for in clause 12 above.

25 EARLY TERMINATION

The City shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement.

26 DISPUTES

26.1 Save for clause 24 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the aforegoing, any dispute relating to:

26.1.1 the interpretation of the Agreement;

26.1.2 the performance of any of the terms of the Agreement;

26.1.3 any of the parties' rights and obligations;

26.1.4 any procedure to be followed;

26.1.5 the termination or cancellation or breach of this Agreement; or

26.1.6 the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

26.2 Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 26 above shall apply.

26.3 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

26.4 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

26.4.1 at any place which the Parties agree, in writing, to be mutually convenient; and

26.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

26.5 If the arbitration is:

26.5.1 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

26.5.2 an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing; and

26.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the Parties.

26.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Legal Practice Council of South Africa (Former Law Society of the Northern Province).

26.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.

26.8 The arbitrator may:

26.8.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any Party having a bearing on the dispute;

26.8.2 interview and question under oath the parties of any of their representatives;

26.8.3 decide the dispute according to what he considers just and equitable in the circumstances; and

26.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.

26.9 The arbitrator’s decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

26.10 The arbitrators award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

26.11 Notwithstanding the provisions of clauses 26.1, 26.2, 26.3, 26.4, 26.5, 26.6 and 26.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

26.12 The provisions of this clause 26 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

27 LAWS AND JURISDICTION

27.1 This Agreement shall be governed by and interpreted according to the Law of the Republic of South Africa.

27.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria).

28 NOTICES AND COMMUNICATIONS

28.1 The Parties choose as their respective domicilium citandi et executandi (hereinafter referred to as the "domicilium") and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

28.1.1 THE CITY:

Office of the City Manager

Tshwane House

2nd Floor, Block D

320 Madiba Street

Pretoria, 0001

P O Box 440

Pretoria, 0001

Fax: 086 214 9544

Email: citymanager@tshwane.gov.za

Attention: Wouter Koekemoer

Telephone: 012 358 1496

Email: WouterK@tshwane.gov.za

28.1.2 THE SERVICE PROVIDER:

Street Address:_____

_____

_____

Postal Address:_____

_____

_____

Attention: _____

Cell phone: _____

Telephone: _____

Fax: _____

Email: _____

28.2 Each Party shall be entitled from time to time, by written notice to the other Party, to vary its domicilium to any other address which is not a Post Office Box or a Poste Restante.

28.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as “the addressee”) which:

28.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s domicilium, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

28.3.2 is posted by prepaid registered post to the addressee at the addressee’s domicilium shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or

28.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

28.4 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in Writing but it shall be competent to give notice by facsimile.

28.5 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi.

29 GENERAL AND MISCELLANEOUS

29.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the Agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

29.2 NO AMENDMENT EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant Party to be of any effect.

29.3 WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

29.4 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

29.5 APPROVALS AND CONSENTS

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant Party to be of any effect.

30 EXECUTION

30.1 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

30.2 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at _____on this _____day of ____ 20__

_____

For and on behalf of

THE CITY OF TSHWANE

METROPOLITAN MUNICIPALITY

Duly represented by: Phuti Moloto

In his capacity as: Acting Group Head: Regional Operations and Coordination

Witnesses

1. _____

2. _____

Signed at _____on this _____day of ____ 20__

_____

For and on behalf of

_____

(Name of Company)

Duly represented by: _____

In his/ her capacity as: _____

and duly authorised thereto.

Witnesses

1. _____

2. _____

ANNEXURE “A”

RESOLUTION OF THE BOARD

Resolution by the Board of Directors of _____ made at a meeting held at _____on _____20____.

NOTED: THAT _____ (Company Name)

intends to enter into an Agreement with the City of Tshwane Metropolitan Municipality in terms of which _____ (Company Name) will render a well-equipped, suitable qualified, seasonal lifeguarding service to the City of Tshwane, as and when required for a three (3) year period.

on the terms and subject to the conditions, for the duration of this Agreement, provide the Services and/or Goods as specified in the Project Scope, set out in the tender document.

RESOLVED:

THAT _____ (Name of Company), approves and enters into the Agreement on the terms and subject to the conditions of the Agreement to which this resolution is attached.

THAT _____,

in his/her capacity as a _____,

of _____ (Name of Company), be and is hereby authorised to negotiate, settle and sign the Agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of _____ (Name of Company).

_____

Read and Confirmed

Chairman/Company Secretary