

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS



UMSOBOMVU LOCAL MUNICIPALITY

TENDER DOCUMENTS

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

TENDER NO: UMS/CS/11/09/2023

NAME OF BIDDER:

.....

PHYSICAL TRADING OFFICE ADDRESS:

.....

FINANCIAL (PRICE) OFFER: (INCL VAT)

PREPARED BY:

UMSOBOMVU LOCAL MUNICIPALITY
PRIVATE BAG X 6
9795

BID CLOSING DATE: FRIDAY, 20 OCTOBER 2023 AT 12:00 NOON
uMsobomvu Local Municipality

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY
SERVICES FOR A PERIOD OF 36 MONTHS
BIDDERS CHECKLIST**

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements MBD2)	
4	Declaration of interest (MBD 4) Original to be completed and signed. No bid will be accepted from persons in the service of the state¹.	
5	Did you submit a valid certified certificate BBBEE certificate (preference points claim) (MBD 6.1) OR a Joint Venture BBBEE valid certified certificate where applicable	
6	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
7	Declaration of bidder's past supply chain management practices (MBD 8)	
8	Certificate of Independent Bid Determination Annexure E5 – (MBD9)	
9	Did you submit one (1) original bid documents?	
10	Did you take note and understand the Special Conditions, where applicable?	
11	Did you submit your management and contact details?	
12	Did you submit your company profile, brief financial information, concerning turnover and asset value, and details of any BBBEE Shareholding?	
13	Did you initial every page of your original submission?	
14	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
15	Did you submit a CURRENT TO 30 days Business OR, Business Residential? Municipal Rates & Service Account? And company directors Municipal accounts.	
15	Are you register on Central Supplier Data Base, (CSD) (www.csd.gov.za), print and attach proof of CSD Registration to bid document, not older than 30 days, of this bid closing date.	
16	Did you attend the compulsory site/briefing session where applicable?	
17	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

N.B.:- THIS FORM MUST BE SIGNED BY THE BIDDER

SIGNATURE OF BIDDER:

NAME OF COMPANY:

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited by Umsobomvu Municipality for the following:

TENDER NUMBER	DESCRIPTION	BRIEFING SESSION	CLOSING DATE AND TIME
UMS/CS/12/09/2023	Appointment of a Service Provider for the Provision of Security Services for a Period of 36 months	Not applicable	20 October 2023 @ 12H00 in Umsobomvu Municipal Colesberg.

Bid documents will be available on the municipal website (www.umsobomvumun.co.za) as from **25 September 2023**, bidders are advised to download, print, price and complete all forms in the tender document in full.

Enquiries: Mr. A. Khalankomo/ N.Dyantyi at Tel no. (051) 7530777.Fax (086 403 4554) or (051)7530574. (E-mail: apiwe@umsobomvumun.co.za) and nmdini@umsobomvumun.co.za

The closing time for receipts of tenders is **12:00, 20 October 2023**. Bids must be completed in black ink, enclosed in sealed envelope, endorsed with the corresponding notice number and description, **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS TENDER No. UMS/CS/12/09/2023** must be placed in the tender box at the office of Umsobomvu Municipality, **21 A Church Street, COLESBERG, 9795**, not later than 12:00 on **20 October 2023**. after which tenders will be opened in public.

Bids which are deposited late, Telegraphic, telephonic, facsimile, e-mailed electronically will not be considered.

The Umsobomvu Procurement and Supply Chain Management Policies, the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the regulations promulgated under this Act shall apply in the evaluation and awarding of the tender.

Prospective Bidders must take note that the following tender conditions, and including requirements listed on the tender document will apply.

A valid original SARS tax pin number.

Copy of Company registration/founding statement/CIPC.

Fully completed bid document and to provide all the information requested.

Certified Copy of ID for Company Directors

Company profile with traceable references.

Bids are to hold goods for 120 days, after the bid closing date

Suppliers must be registered on the Central Supplier Database (CSD).

Certified evidence of B-B.B.E.E. contributor status by SANAS, IRBA or SANA accredited agencies / or affidavit to claim preference points.

Joint Venture agreement should be in CIDB JV agreement format and joint venture BBBEE must be combined.

Attach proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.

A certificate certifying that the bidder has no undisputed commitments for municipal services towards a municipality or service provider i.r.o. payments which are overdue for more than 90 days; if the bidder is the lessee a valid lease agreement with the municipal account of the landlord; or a letter from a tribal authority if the bidder operates in rural areas.

All MBD forms must be completed accurately (MBD1, MBD2, MBD 4, MBD6.1, MBD7.1, MBD 8, MBD 9).

Bids submitted by persons in the service of government (national, provincial, local or SOCs) will not be considered.

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This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

NB: Bids will be evaluated according to the following criteria:

Umsobomvu Supply Chain Management Policy.

PPPFA regulation act 2022

80/20-point system will be awarded as follows

80 points: Price and **20 points:** Specific Goals, where: **10** points for 100% HDI owned companies, **4** Points for locality (domiciled in South Africa), **10.** Points for locality (domiciled in the Northern Cape)

The Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or only part of a bid if (a) the bid amounts received are too high; (b) the bids do not comply with the specific bid goals; or (c) objective criteria exist which justify or necessitate the non-acceptance of any bids.

Mr TW Msengana (Municipal Manager)

Umsobomvu Municipality

Private Bag X6

COLESBERG

9795

Notice No. 12/2023

Date: 19 September 2023

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMSOBOMVU LOCAL MUNICIPALITY)					
BID NUMBER:	UMS/CS/12/09/2023	CLOSING DATE:	20 OCTOBER 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS				
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)					
21 A Church Street					
COLESBERG					
9795					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
CONTACT PERSON	N. Dyantyi		CONTACT PERSON	Mr S Nkcithiso	
TELEPHONE NUMBER	051 753 0777		TELEPHONE NUMBER	051 753 0777	
FACSIMILE NUMBER	051 753 0574		FACSIMILE NUMBER	051 753 0574	
E-MAIL ADDRESS	nasiphi@umsobomvumun.co.za		E-MAIL ADDRESS	simphiwe@umsobomvumun.co.za	

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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, 2017, 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.

SIGNATURE OF BIDDER:.....

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

DATE:.....

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SPECIAL CONDITIONS OF THE BID

1. SUBMISSION OF TENDERS

Tenders will be opened in public immediately after the advertised closing date. Submissions must be in a sealed envelope clearly marked as per instruction on page 5 of the tender document (advert).

2. TENDER DEPOSIT

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 18 September 2023 on the following website: www.umsobomvumun.co.za, free of charge.

3. ADJUDICATION OF TENDER

The Umsobomvu Municipality will not be bound to accept the lowest or any tender and also reserves the right to cancel the tender when deemed necessary.

The tender will be adjudicated by Umsobomvu Municipality in terms of the Preferential Procurement Policy Framework Act, no. 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the preferential procurement regulations, 2022, where 80 points will be allocated in respect of price and Specific goals.

4. COMPLETION OF TENDER DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink and signed.

The following **compulsory** documentation **must** be attached in order for the bid to be considered:

- Valid Tax Compliance Status (TCS) SARS PIN
- Original certified copy of B-BBEE Certificate / original sworn affidavit (points claim)
- Proof of company registration
- Certified copy of ID of all company directors
- Proof of rates and taxes clearance from the relevant local authority (this will not be a disqualifying factor)
- In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **TCC** and **TCS**.

NB: all certified copies must not be older than 3 months to be regarded as valid. Certified copies that are older than 3 months will not be regarded as valid.

5. BRIEFING SESSION

No compulsory tender briefing session shall be conducted for this tender.

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6. TAXES AND DUTIES PAYABLE

Bidders shall allow in their tenders for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender.

7. WITHDRAWAL OF TENDER

In the event of the successful tender failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the Bidder shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

8. PERIOD OF VALIDITY OF TENDERS

The period of validity of tenders shall be 120 days as stated in the tender form and be calculated from the closing date for submission of tenders.

9. NOTICE OF BIDDERS

Should any additions or alterations to the document as issued to Bidders be deemed necessary prior to the date for submission of tenders, they will be issued to Bidders in the form of Notices and will form part of the tender document.

The Notices to Bidders shall be completed where applicable by Bidders, signed, dated and returned with the tender documents.

10. PRICE

Bid prices must include disbursements and VAT (if applicable).

Bid prices must be stated in South African currency.

Price escalation will be allowed as follows:

- Annually adjusted with the CPI percentage for the month marking the end of the first 12 months of the contract.
- In the event that CPI percentage is less than 5%, the CPI will be taken as 5%, and in the event that CPI is more than 10%, the CPI will be taken as 10%.

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UMSOBOMVU LOCAL MUNICIPALITY

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TENDER EVALUATION CRITERIA

The tender will be evaluated in three stages as follows:

STAGE 1: MANDATORY REQUIREMENTS

- a) Fully completed tender document.
 - b) All bids submitted should remain valid for a period of 120 days after the bid closing date.
 - c) A Valid original SARS pin number and current tax Clearance Certificate.
 - d) Certified copies of company founding statement (CK)
 - e) Certified Copies of ID document of directors and all submitted certificates
 - f) Company profile with traceable references
 - g) Proof of latest municipal rates, taxes and municipal services statement indicating that rates, taxes and municipal services charges are not in arrears for more than 3 months, or if the property for your business is being leased to the bidder, then a lease agreement must be submitted. If your business does not directly pay rates, If you don't pay rates, you must submit both affidavit and proof of residence from ward Councilor, failure to submit one of the two your bid will be disqualified.
 - h) Company directors Municipal Accounts (Not older than three Month) must also be attached.
 - i) Audited annual financial statements of the bidding entity (for projects in excess of R10 million)
 - j) Joint Venture agreement should be in CIDB JV agreement format and joint venture BBBEE must be
 - k) combined.
 - l) Bidders are required to submit original and valid BBBEE, status level verification certificates or certified copies thereof together with their bids, to substantiate their BBBEE rating claims, failure to submit will results in zero points score for BBBEE status level.
 - m) All bidders must be registered on the Central Suppliers Database and active on at least on the date of closing this bid. (log on www.csd.gov.za) for registration.
 - n) Bidders must also take note that, Umsobomvu Municipality will not appoint and or enter into contract with service providers who their tax matters are non-compliant.
 - o) Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.
 - p) The Tenderer has completed the form of offer and is signed by the duly authorized person and witnessed including time to reach practical completion in number of days.
 - q) All MBD forms must be completed accurately (MBD1, MBD2, MBD 4, MBD6.1, MBD 6.2, MBD7.1, MBD 8, MBD 9) and Ethics Commitment for Suppliers of Umsobomvu local Municipality.
- Bidders are expected to be compliant to all the Mandatory Requirements of this bid to be considered for the next stage.

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STAGE 2 : FUNCTIONALITY

For Bids which pass the Eligibility criteria set out under, Functionality points will be allocated based on the Table below.

For a bidder to qualify, it is a requirement for a prospective bidder to score a minimum of **60** out of 100 points for functionality.

ITEM	CATEGORY OF FUNCTIONALITY	MAXIMUM SCORE
1.	Methodology	20
2.	Relevant Experience	40
3.	Relevant of Staff for Contract	20
4.	Company resources	20
TOTAL		100

The functionality criteria and their associated score allocations are reflected in the table below

1. METHODOLOGY (20 POINTS)

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	ALLOCATED POINTS	VERIFICATION METHOD
Security Operational Procedure Manual and General Orders clearly detailing proper technologies, systems and infrastructure support, staff movement, communication, meetings, trainings, chain of command, complaints, lost and found procedures, photo identification cards, performance evaluations, report procedures, keys, patrol of areas.	The method statement: Security Operation Plan with action plan should there be a strike by the security services provider's security personnel and a strike by the security industry.	20	Information included in and appended to Returnable Schedule.

2. EXPERIENCE OF COMPANY : (40)

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	POINTS	VERIFICATION METHOD
Reference must be from Legally Registered Entities with the following, Value of Contract, Period of Contract, Type of Service, must be on a letterhead.	Tenderer has limited experience, with at least three (3) and more reference letter for project of similar nature.	40	Information included in and appended to Returnable Schedule.
	Tenderer has limited experience, with at least two (2) reference letter for project of similar nature.	20	
	Tenderer has limited experience, with at least one (1) reference letter for project of similar nature.	10	
	Tenderer has failed to provide proof of relevant experience.	0	

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3. PERSONNEL EXPERIENCE (with experience on similar and related security project) [20]

Key aspect of criterion	Basis for points allocation	Points	Verification Method
PROJECT MANAGER EXPERIENCE (Provide a copy of the original PSIRA cards & Certificates).	(Provide a copy of the original PSIRA cards & Certificates).	10	Information included in and appended to Returnable Schedule. Allocation of points only to the one person proposed as the Project Manager.
Site Supervisor	With PSIRA card & certificates and an experience of more three (3) years	10	Information included in and appended to Returnable Schedule.
Site Supervisor	With PSIRA card & certificates and an experience (1 – 3) years	5	

4. COMPANY RESOURCES: AVAILABILITY OF KEY RESOURCES (20 Points)

Key aspect of criterion	Basis for points allocation	Allocated Points	Verification Method
BUSINESS FLEET	Provide a maximum of 4 Vehicles owned by the company.	20	Information included in and appended to Returnable Schedule: Proof of certified copies of Registration Certificates and Valid License Discs. If the vehicles will be leased, attach letter of Intent to Lease accompanied by an Undertaking by the prospective Lessor with registration certificates and valid license discs).

Any bid which scores less than 60 points out of the 100 maximum achievable points, (i.e. a score less than 50%) for Functionality will be deemed to be non-Responsive and shall not be evaluated any further.

3. PRICE AND SPECIFIC GOALS

3.1 Points for this tender shall be awarded for:

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

3.2 To be completed by the organ of state

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS	100

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

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4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

3.1 POINTS AWARDED FOR SPECIFIC GOALS

- a) 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:
- b) 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—
- c) 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
- d) 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
- e) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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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.)

3.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The specific goals allocated points in terms of a tender	Number of points Allocated (90/10 system) (To be completed by Umsobomvu Local Municipality)	Number of points Allocated (80/20 system) (To be completed by Umsobomvu Local Municipality)
TOTAL		
50% HDI Goals	5	10
50% Domiciled	5	10
ALLOCATION FOR DOMICILE		
Domiciled RSA	2	4
Domiciled Northern Cape	3	10

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FORM A1 AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete which-ever is not applicable.)

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

COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as 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 on20....., Mr. / Mshas been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.2.....

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 authorize to sign this bid as well s 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

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ONE-PERSON BUSINESS

I, the undersignhereby confirm that I am the sole owner of the business trading as

.....
Signature

.....
date

H. CLOSE CORPORATION

If 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, together with a resolution by its members authorizing 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 must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the20.....atMr. / Mswhose signature appear below, has been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

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

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.....

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T2.2.1 FORM B4 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position.....

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T2.2.2 FORM C1DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

THIS IS TO CERTIFY THAT I (name of bidder / authorized representative)
....., WHO REPRESENTS (state name of bidder).....
.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

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T2.2.3 FORM C2 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:.....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any 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) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	--

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If any of the above boxes are marked, disclose the following:

*

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any 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) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	--

*

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, 2015;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: Date:

Name: Position:

Enterprise name:

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MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.
1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document
 2. Applications for the Tax Clearance Certificates **MUST** be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277
 3. The bidder (Name) Hereby grants Umsobomvu local Municipality Permission to use the following TAX COMPLIANCE STATUS PIN NOWith reference to the following Tax reference Number.....
 4. The bidder (Name) Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Umsobomvu Local Municipality on an on-going basis during the Contract Term.
 5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub- Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide to Umsobomvu Local Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
 6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
 7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership and
 8. **A bidder who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.**

SIGNATURE OF BIDDER DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

WITNESS 1 DATE:

WITNESS 2DATE:

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MBD 4

T2.2.12

FORM C4 DECLARATION OF INTEREST

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
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 the 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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder 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 (where applicable) 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 the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

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<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>

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<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p>	<p>YES / NO</p>
	<p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
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.....
.....

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

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
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MBD 6.1

FORM C3 PREFERENCING SCHEDULES:

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1.1 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.2 Points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The specific goals allocated points in terms of a tender	Number of points Allocated (90/10 system) (To be completed by Umsobomvu Local Municipality)	Number of points allocated (80/20 system) (To be completed by Umsobomvu Local Municipality)
TOTAL		
50% HDI Goals	5	10
50% Domiciled	5	10
ALLOCATION FOR DOMICILE		
Domiciled RSA	2	4
Domiciled Northern Cape	3	10

ALLOCATION FOR HDI STATUS		
B-BBEE Status Level of Contributor.	Number of points (90/10 system)	Number of points (80/20 system).
1	5	10
2	4,5	9
3	3	7
4	2,5	6
5	2	4
6	1,5	3
7	1	2
8	0,5	1
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of firm :

7.2 VAT registration number :

7.3 Company registration number :

7.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

7.6 COMPANY CLASSIFICATION

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

7.7 MUNICIPAL INFORMATION

Municipality where business is situated.....
Registered Account Number
Stand Number

7.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7,

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the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

WITNESSES:

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:
.....
.....
.....

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MBD 8

**FORM C5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

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 2015).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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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 2015)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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MBD 9

FORM C6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

UMSOBOMVU LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether 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

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MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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MBD 9

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 2015 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

FORM B3 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014.

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.(Tick)

YES	
NO	

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....
.....
.....
.....

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

FORM B4..... RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY
SERVICES FOR A PERIOD OF 36 MONTHS**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS

.....
..... rand *[in words]*; R..... *[in figures]*,

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____

Date _____

CIDB Registration number

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

ACCEPTANCE

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

The terms of the Contract are contained in

- Part C1 Agreements and Contract Data *[which includes this Agreement]*
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within the time required to submit documentation in accordance with clause 5.3.2 of the Contract Data (C1.2) after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the Tender Documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final Contract Document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender Documents and which is agreed by the Parties becomes an obligation of the Contract and shall also be recorded here.
4. Any change or addition to the Tender Documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender Documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____

Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness _____

Date _____

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The [day] of [month] 20 [year]
at [place]

For the Contractor:
Signature
.....
Name
.....
Capacity

Signature and name of witness:
Signature
.....
Name

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,
Mr/Ms whose signature
appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS.....1

NAME 1 2
(IN CAPITALS)

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
FOR A PERIOD OF 36 MONTHS**

TERMS OF REFERENCE/ SPECIFICATIONS

Prospective service providers are required to submit their bids for the rendering of the following services to the Municipalities:

Guards must be deployed at the following areas:

It should be noted that the sites listed below are the current sites which require security guards. The Umsobomvu Municipality may reduce or increase the number of sites due to the fact that cameras may be installed in the future, however 30 days' notice will be given to the successful bidder.

NO	KEY INSTALLATIONS	NUMBER OF SITES	
		COLESBERG	NOUPOORT
1	Municipal Offices	1	1
2	Municipal Workshops	1	1

NB: The Security Company must give preference for employing local security officer

SHIFTS

- A 12-hour day shift will start at 06:00 and end at 18:00.
- A 12-hour night shift will start at 18:00 and end at 06:00.
- A 5-day day-shift week will commence from 06:00 on Monday and end at 18:00 on Friday.
- A 5-day night-shift week will commence from 18:00 on Monday and end at 06:00 on Saturday.
- A 7-day day-shift week will commence from 06:00 on Monday and end at 18:00 on Sunday.
- A 7-day night-shift week will commence from 18:00 on Monday and end 06:00 on the next week's Monday.
- Certain sites will require weekend guarding services and a weekend will start on Friday night from 18:00 and end on Monday at 06:00

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER

The Directorate Public Safety would like to request that Supply Chain Management services assist with the appointment of potential and accredited service providers through a tender system for a 36 months contract.

BACKGROUND

Umsobomvu Local Municipality which is mandated to develop and maintain public open spaces, parks, cemeteries, community halls, offices, Bulk Water and Waste Water Infrastructure. This entails physical guarding, specialized alarm-armed response (under 5 minutes), protection of our facilities and equipment and equipment against theft, vandalism, and damage, including the prevention and/or minimizing risk of injury or loss of life of employees and customers.

PURPOSE

To frequently evaluate existing security risks and making improvements. Constantly reviewing all aspects of security weaknesses and suggest security improvements to UMSOBOMVU Local Municipality officials. In addition, opportunities where costs can be reduced or where security operations can be made more efficient are identified and taken by implement improvement. The provision of security personnel process is constantly evolving, allowing service providers to take advantage of lessons learned from previous crime statistics and to keep up with the latest security best practices.

GENERAL SCOPE OF THE PROJECT

The provision of labour, equipment, material and transport required to effect and provide a comprehensive security service for Umsobomvu Local Municipality that entails:

- Specialised – Physical guarding assets
- Specialised – tactical support security services

Service must in all offer protection of our facilities and equipment against theft, vandalism, and damage, including the prevention and/or minimizing risk of injury or loss of life of employees and customers.

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
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**SPECIALISED – PHYSICAL GUARDING UMSOBOMVU LOCAL MUNICIPALITY
ASSETS: INCIDENT REPORTING**

- Interim incidents are to be reported telephonically to the Security Manager immediately, and then the summary report must be e-mailed within 24hrs.
- Final incident reports, having concluded the investigation, to be forwarded to the Security Senior Manager Corporate Services at Umsobomvu Local Municipality within 72hrs.
- All reports to be in writing
- The contracted security provider must report all incidents reportable to SAPS and or Umsobomvu Local Municipality within a prescribed period.

OPERATIONAL REPORTS

- Action items noted in Occurrence Book must be responded to within 48hrs
- Weekly report for preceding Month to be submitted electronically by 14:00 on Monday of the week
- Monthly report for the preceding Month to be submitted by the 3rd of the following month.
- Reports format to be in line with Umsobomvu Local Municipality requirement, having given consideration to the type of facility where security services are provided.

ACCESS (ENTRY/EXIT) POINTS

- Cash Management
- Register/ Documents to be kept thereat:
 - Occurrence Book
 - Visitors register
 - Vehicle register
 - After-hours register
 - Asset removal permit
 - Private equipment declaration register
- Access is to be controlled at all entry/exit point
- All visitors including Umsobomvu Local Municipality employees not ordinarily occupants at the premises, would be required to sign the visitors register
- Where prior arrangements have been made with the security personnel on duty, she/he will be provided with the list of the visitors against which all visitors would have been checked prior being allowed access onto the premises.
- Visitors will only be allowed onto premises once the security personnel on duty have satisfied him/herself of the authenticity thereof. This may vary given type of the facility under management.
- All persons including Umsobomvu Local Municipality employees who are ordinarily occupants at the premises, visiting after business hours must sign an after-hour register.
- Removal of Umsobomvu Local Municipality assets(s) not ordinarily associated with outside daily operations, e.g. grass cutting, and would have to be authorized by the Site Manager.

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

PERIMETER FENCING

- To be inspected at least once daily
- Any stacking of articles around the fence and/or any situation which may compromise the integrity and effectiveness of the fence to be reported immediately and documented in OB in Red Ink.
- Status thereof to form part of monthly operational report
- Report on any situation, e.g. vagrants along the fence, which threaten or have potential to threaten the integrity and effectiveness of the perimeter fence
- Entry/exit points to be permanently always locked after normal business hours (16H30-07H30)

MAIN BUILDINGS

- Guards to undertake constant patrol, especially after normal business hours
- Guards to check whether vehicle doors and windows are properly secured and locked
- Any exception must be reported to the Senior Manager Corporate Services at Umsobomvu immediately.

STOREROOMS

- Guards to undertake constant patrol thereat, especially after normal business hours
- Guards to check whether vehicle doors and windows are properly secured and locked
- Any exception must be reported to the Security Manager at Umsobomvu Local Manager immediately

CLOSEDOWN PROCEDURES

- Contracted security company must compile closedown procedures relating to duties to be undertaken by guards on amongst others, the following:
 - Clearing of premises after hours
 - Ensuring after hour effectiveness of perimeter fence
 - Vehicle security
 - Building security etc.
- These procedures must be communicated to all guards and new guards' prior authorization by the Umsobomvu Local Municipality in writing

KEY CONTROL

- Guards must maintain a key register if issued with keys
- Contracted Security Company must ensure that the guards abide by the Umsobomvu Local Municipality key control policy
- The onus to return keys remain with the Contracted Security Company at all times.
- Under no circumstances may keys be duplicated without prior authorization by the Umsobomvu Local Municipality in writing.

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

COMMUNICATION

- Guards are to be provided with communication equipment to allow for quick effective and efficient communication at all times (company must provide)
- Such should be linked to a 24hr manned control room
- A list of emergency and after hours' number should be prominently displayed and documented in OB and/or pocket size book

SECURITY RECORDS

- All the incidents to be register in the Occurrence Book
- The Occurrence Book must be counter signed by the supervisor at least once per shift
- The entry in the OB by the guards must be in black ink and by the supervisor be in red ink
- Entries in the Occurrence Book requiring action should be in red ink, even if the guards make them

SUPERVISOR VISITS

- Supervisor to visit at least twice per shift (12hrs shift)
- Such visits to be recorded in Red in the Occurrence Book
- Umsobomvu Local Municipality will be also doing a random site inspection checking on SLA Compliance.

The following are the minimum pre-requisites for any company wishing to tender for security contract:

- Bidders must be in good standing with the Private Security Industry Regulatory Authority (PSIRA)
- Must have reference and relevant experience on Research and Development Security Provision and a proven track record which can be verified.
- Bidders must be submissive to the Central Supply Database (CSD) in the national treasury.
- A company with at least three (3) years' experience in security field
- Must have a proven social responsibility record.
- The service provider must be able to replace guards with electronic devices like electronic alarm system and be able to respond to such alarms when activated.
- The service provider must provide patrol clocking devices at each and every site
- The service provider must be able to provide a motor vehicle registration and driver's license electronic device/scanner at all identified sites for register and recording of visitors' data/information
- The service provider must be able to provide high risk security (rapid response) security services to the municipality as and when required
- The company will be required to provide illegal land grab/occupation eviction services to the municipality and must indicate relevant experience in this regard

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES
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COMPANY REQUIREMENTS IN TERMS OF THE BID

- PSIRA Registration Certificate
- PSIRA Accreditation Training Facility Registration Certificate (linked to the interest party)
- Company Remuneration System in line with PSIRA rating or a copy/ sample of payslip to employees must be attached.
- Registered Skills Development Program.
- Valid Liability Insurance with proof of current status be attached for any losses.
- The tender must include proactive security and value added initiatives or services that the tendering security company is willing to take.
- Bidder must be prepared to be subjected to security checks by the State Security Agency (SSA) and the South African Police Services (SAPS) Crime Intelligence Unit.
- The company should always comply with the provisions of the new Firearm Control Act (Act 60 of 2000) e.g. a list of all registered firearms in the name of company be provided to check capacity. All employees that are going to handle firearms should have firearm competency and no private firearms will be allowed in the services of the municipality.
- The company will be expected to appoint people with valid South African Identity documents who are allowed to work in South Africa.
- The company should comply with the provisions of the South African Legislations Preferably Conditions of Employment Act and Labour Relation Act, e.g. proof of subscription to Unemployment Insurance Fund (UIF) and a certificate of good standing from labour department
- The company shall be liable for 100% of all the thefts that have happened in all the sites were their officers are posted.
- All sub-stations and pump-stations will be provided with security guards or alarm system after an evaluation by the service provider and the Municipality to confirm either of the two, whichever is applicable.

**NB: SERVICE PROVIDERS MUST COMPLY WITH ALL THE FOLLOWING REQUIREMENTS
PERSONNEL REQUIREMENTS**

- Only suitable qualified personnel/ guards shall be employed by the successful bidder, e.g. PSIRA accredited and registered.
- All security personnel above Grade D must have worked as an accredited guard for at least seven (7) months.
- The contractor must maintain a full complement of guards despite any changes due to attrition or striking.
- Personnel must be trained in customer/ public relation to ensure a professional service to client is provided at all times.
- All security personnel must undergo full site training and this would include any relievers
- All security personnel should be credit checked and should have no criminal records.
- All personnel on duty must be in full company uniform and their *PSIRA* appointment cards
- All security guards must possess a valid South African Police Service Clearance Certificate

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

NB! The Municipality reserves the right to change deployment of number of guards or sites at the same rate. Escalation costs must be accommodated in the actual price for a contract period of three (3) years. Rates must accommodate Ad-hoc services.

COMPLIANCE TO OPERATIONAL REQUIREMENTS AND PLANS:

Provide a detailed proposal with the following plans

Detailed Risk & Safety Plan

Detailed Operational Plan

Detailed Industrial Actions Plan

Contingency Plan

CONTRACT PERIOD

The security contract will be for a period of three (3) years from the date of appointment. Legal details, contractual conditions and obligations will be listed in the security contract agreement.

LOGISTICS

The contractor should provide and maintain a suitable transport at their cost that would enable the security guards to react to an emergency within 10 minutes.

EQUIPMENT REQUIREMENTS

- Two-way radios shall be required per site
- Base station/s
- Hand metal detectors at each site
- Electronic registration license disc reader of vehicles and driver's licenses
- Electronic clocking points devices
- Torches
- Batons and handcuffs for all guards on duty
- Supply of full uniform including name badges, headgear, boots/ shoes, epaulets, winter and summer wear.
- Food warming equipment for guard usage where required
- Firearm where required
- Pocket book for every guard
- Occurrence Book at all the sites
- Vehicle register books in all the sites if no electronic devices
- Any other register which is important in other sites must be supplied

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY
SERVICES FOR A PERIOD OF 36 MONTHS**

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications.

- 2.** For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Service provider. The Service provider shall obtain the Employer's Agent's detailed instructions for all work before ordering.

The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY
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Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be omitted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

9. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

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mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

11. TENDERED RATES BASED ON LEGISLATION

The tendered rates and amounts included in the bills of quantities are to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.

The Pricing Schedules list all items that are required under this contract and suppliers are required to complete the pricing schedule contained in the pricing instruction to evaluate service providers on price.

The suppliers shall provide prices (Vat Inclusive).

Bid prices must be stated in South African currency.

Prices must remain firm for a 12-month period and thereafter, will be subject to CPI escalation, on the anniversary of the contract.

Price escalation will be allowed as follows:

- Annually adjusted with the CPI percentage for the month marking the end of the first 12 months of the contract.
- In the event that CPI percentage is less than 5%, the CPI will be taken as 5%, and
- in the event that CPI is more than 10%, the CPI will be taken as 10%.

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'									
Are you/is the firm a registered VAT Vendor										
If "YES", please provide VAT number										

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Umsobomvu Local Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Umsobomvu Local Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

UMSOBOMVU LOCAL MUNICIPALITY

BILL OF QUANTITIES:

ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	RATE	AMOUNT.
1	Day Shift (5-day week) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop.)	Days/sites	2340		
2	Night Shift (5-day week) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop)	Days/sites	2340		
3	Day Shift (Saturdays) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop)	Days/sites	468		
4	Night Shift (Saturdays) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop)	Days/sites	468		
5	Day Shift (Sundays) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop)	Days/sites	468		
6	Day Shift (Sundays) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop)	Days/site	468		
7	Day Shift (Public Holidays) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop)	Days/site	126		
8	Night Shift (Public Holidays) 1 security guard per shift (Colesberg Main office, Colesberg Workshop, Noupoot Workshop)	Days/site	126		
	SUB -TOTAL				
	VAT (15%) of SUBTOTAL)				
	TOTAL TENDER AMOUNT (incl .Vat)				

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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 goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not

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restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

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1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

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

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

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

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8. Inspections, tests and analyses

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

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16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or 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, it's

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likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

- (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. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith

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by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall

continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

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32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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