



TENDER DOCUMENT

Appointment of service provider for provision of security for a period ending 31 of October 2024

Cluster 5

FTM/T04/22/23

<p>Fetakgomo Tubatse Municipality Finance Department: Contact: NE Lekwadu Acting SCM Manager Tel: (013) 231 1000 / 1165</p> <p>Email: nelekwadu@ftlm.gov.za</p>	<p>Fetakgomo Tubatse Municipality Risk Management Unit: Contact: Mr. MP Thobejane Risk Manager Tel: 013 231 1299</p> <p>Email: mpthobejane@ftlm.gov.za</p>
<p>Name of Tenderer:</p> <p>.....</p> <p>Contact numbers:</p> <p>Address:</p> <p>.....</p>	

CLOSING DATE: 15TH February 2023

TIME: 12H00

FETAKGOMO TUBATSE
LOCAL MUNICIPALITY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (FETAKGOMO TUBATSE MUNICIPALITY)					
BID NUMBER:	FTM/T04/22/23	CLOSINGDATE:	15 th February 2023	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF SECURITY FOR A PERIOD ENDING 31 OF OCTOBER 2024				
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					
1 Kastania Street		or		Stand No. 1	
Burgersfort		Ga-Nkoana (Mashung)			
1150		0739			
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]					

1. 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]	2. 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]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Mr. MP Thobejane
CONTACT PERSON	NE Lekwadu	TELEPHONE NUMBER	Tel: 013 231 1299
TELEPHONE NUMBER	013 231 1000	FACSIMILE NUMBER	013 231 1000
FACSIMILE NUMBER	013 231 7467	E-MAIL ADDRESS	mpthobejane@ftlm.gov.za
E-MAIL ADDRESS	nelekwadu@ftlm.gov. za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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.

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

EVALUATION PROCESS AND CRITERIA

Evaluation of all bids received on time at closing date will be evaluated in the following four phases.

- A)** Phase 1: Administrative Compliance,
- B)** Phase 2: Evaluation of Functionality.
- C)** Phase 3: Site Inspection and;
- D)** Phase 4: Price and BBBEE status level

NB: All bidders are required to comply with the requirements of administrative evaluation for them to proceed to the next phase of functionality. Bidders will be required to obtain minimum of 40% or more on functionality to proceed to site-inspection and again bidders are required to comply with the provisions of site inspection for them to proceed to the next phase being price and B-BBEE.

NB Bidders with less than 70% combined on functionality will not be considered for further evaluation (Price and B-BBEE.)

PRE-QUALIFICATION REQUIREMENT:

A bid not complying with the peremptory requirements stated above will be regarded as “non-responsive”, and as such will be disqualified. “Responsive” means any bid which, in all respects, complies with the conditions of the specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Regulations of 2017, terms of which provision is made for this policy.

Compulsory Returnable Requirements

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation.

1. Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes).
2. MBD forms to be fully completed and signed.
3. Form of offer must be on monthly rates.
4. All pages of the bid document and General Condition of the Contract must be initialed.
5. Completion of bid document must be in black or blue ink. (Completion in pencil or red ink will disqualify the bid).
6. Attachment of a compliant tax status report (CSD report will be generated by the municipality).
7. Bank confirmation letter must be attached.

8. Submit Financial statements for the past three years to the current financial year.
9. Copies of Company Registration Documents-CK/CM Documents (If JV, for both)
10. Certified copies of identity documents for all directors of the bidding company must be attached.
11. Submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months, the statements should not be older than three months/ 90 days. Please attach for the company & directors.
 - a) (If staying in a non-rate-able area, please attach original SAPS affidavit or letter from the tribal authority/ Headman for the company and directors).
 - b) If you are renting, attach a copy of signed lease agreement.
 - c) If you are residing in someone's property, please submit an original SAPS affidavit stating such arrangement or a confirmation letter from the owner of the property (not older than three months).
12. Valid certified copy/s of Grades A or B PSIRA certificates for directors of the company must be attached.
13. Submit certified copy/s of Police Clearance certificate/s for all Director.
14. Valid certified copy of proof of compliance letter/ certificate with Unemployment Insurance Fund (UIF) for companies that are in business and proof of registration for companies not in business.
15. Valid certified copy of letter of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA) must be attached.
16. Valid certified copy of PSIRA certificate for the company must be attached.
17. Valid certified copy of letter of good standing from PSIRA confirming that the bidding company is in good standing must be attached.
18. Certified copy of proof of registration and letter of good standing from the Provident fund for companies that are in business or proof of registration for companies which are currently not in business.
19. Valid ICASA issued communication radio license of the company or if your company is leasing communication radios you must attached SLA and license of the company you are leasing from.
20. The Bidder's pricing must be in line with PSIRA illustrative contract pricing structure of the current financial year.
21. Total Bid Price for this tender must be submitted on monthly rates only.
22. This cluster will require four 04 firearms; therefore, the bidder must submit a Proof that at least 04 firearms registered in the name of the company will be available for this contract and be availed on inspection (submit the license of these firearms).

23. This Cluster will require at least 2 Vehicles, there the Bidder must submit a Proof that at least 2 roadworthy vehicles registered in the name of the company will be immediately provided on the commencement of this contract must be attached and availed during inspection. The Bidder must in addition submit certified copies of the registration certificates and roadworthy certificates of those vehicles with the tender.
24. Proof / confirmation of Public Liability Insurance cover valued at least R 10 000 000.00 must be attached.
25. Companies which are in business must attach the list of current registered Security Officers from PSIRA.
26. The bidder who misrepresents themselves in the bidding documents shall be disqualified and blacklisted in terms of applicable/relevant National Treasury practice notes.
27. The bidders must submit both manual and electronic tender document in the form or CD/SD/USB for considerations.

SPECIAL REQUIREMENT

- Originally certified copies of B-BBEE level contribution certificate (From SANAS accredited agencies) or original affidavit. Only for preference points not a disqualification factor.
- Bidders who do not comply with above will be scored zero.

NB: Site inspection will be conducted at the physical address of the company as indicated in the bid document. The Municipal representatives conducting site inspection will not be permitted to inspect any office which was not indicated as physical address of the business.

CHANGE OF PHYSICAL ADDRESS MUST REACH THE MUNICIPALITY WITHIN FOURTEEN (14) WORKING DAYS AFTER CLOSURE OF THIS BID

PART A – REQUIREMENTS AND SPECIAL CONDITIONS OF THE CONTRACT

1. REQUIRED SPECIFICATION FOR THE CONTRACT

- 1.1 The bidder must be registered with PSIRA in terms of section 21 of Private Security Industry Regulation Act Number 56 of 2001.
- 1.2 Bidder must attach PSIRA registration certificate for the Company and for company directors.
- 1.3 Bidder must submit the company's Organizational Structure NB that all directors must be PSIRA grade B or A while supervisors must be Grade C.
- 1.4 The bidder pricing must be in line with the PSIRA illustrative contract pricing structure of the current year.
- 1.5 Salaries of the Bidder Security Officers must be in line with the determinations as published on the Government Gazette.
- 1.6 For the purpose of point five (1.5) above salary structures must be attached to the bid documents.
- 1.7 Bidder must attach the list of PSIRA registered Employees.
- 1.8 Bidder must have a compliant tax status
- 1.9 Bidder must have Liability Insurance and attach copy of the Policy Contract or confirmation letter from the insurance company.
- 1.10** Inspection will be done to the short-listed companies with a minimum of 40% score on functionality and the following requirements must be ready at the time of inspection. **See attached Annexure A**
- 1.11 Successful bidder will be subjected to company security screening.
- 1.12 Successful bidder will be subjected to sign a service Level Agreement/ Contract with Fetakgomo Tubatse Local Municipality.

ANY BIDDER WHO DEVIATES FROM THIS SPECIFICATION/S OR ANY REGULATION/S OR ANY SECTION/S OR SUBSECTION/S OF PSIRA ACT, ACT NO.56 OF 2001 SHALL BE DISQUALIFIED AND ELIMINATED FROM THIS BIDDING PROCESS.

Technical enquiries related to this bid should be directed to: Mr Thobejane Mphihleng @ (013)231 1299/ 1000.

General SCM enquiries must be directed to SCM Manager 013 231 1231/100

CONDITIONS OF THE CONTRACT

- 3.1 Tenderers and contractors when awarded the portion of the tender, must comply with **all** the statutory requirements pertaining to the management of a legal business practice and must fully comply with the Labour Relations Act, the Basic Conditions of Employment Act, the Employment Equity Act, the Pension Funds Act, the Occupational Health and Safety Act, the Skills and Development Levies Act, the unemployment Insurance Act, the Compensation for Occupational Injuries and Diseases Act and any determinations or agreements made in terms thereof.
- 3.2 Only security officers who are **already** fully registered and whose completed training and subsequent grade is recognized or in the process of being recognised by the Private Security Industry Regulatory Authority may be employed on Council sites. Proof of such training and regulation may be demanded by the Council at a day's notice. Penalties will be levied at any time during the period of this contract for breaches of this requirement.
- 3.3 Current criminal background checks shall be provided to the municipality for all security officers working on the FTLM Municipal sites.
- 3.4 It shall be the responsibility of the successful service provider to perform criminal background checks on its employees. Acceptance of the tender is subject to obtaining a positive recommendation on criminal background checks. The successful service provider must within thirty days of appointment submit criminal background status of all its employees to the municipality.
- 3.5 All security officers are to be in the full-time employee of the contractor who shall be liable for all fees payable in terms of any legislation in respect of such employees. **The use of independent contractors and labour brokers is not permitted.**
- 3.6 Upon receipt of one day's notice, the contractor shall allow the Municipal's representatives access to records relative to the training, registration, administration and financial remuneration of the security personnel employed by the contractor on Council sites.
- 3.7 Security officers must be able to read, write adequately and be able to exercise effective access/egress control. Security Officers must also be in a physical fit condition and mentally sound.
- 3.8 The contractor shall provide each officer, including inspectors/supervisors, working on Council property with a company identity card which details that officer's national and company identity numbers, his grade as determined by the Private Security Industry Regulatory Authority, and which displays a clear head and shoulders photograph of the holder at the contractor's own cost. The card is to be always worn visibly on the person of the security officer whilst on duty on Municipal property.
- 3.9 Prior to commencement of the contract the successful contractor will be provided with a job description by the Chief Risk Officer or his representative for each Municipal site to be protected. This job description is to be drawn up in conjunction with a representative of the user department and displayed on site.

- 3.10 The numbers and grades of security officers required at a particular site or sites may be increased or decreased during the contractual period depending on the requirements of the user departments concerned. Similarly, new sites may be added, and existing sites cancelled as the need dictates. While every effort will be made to give early warning, be given at only twelve (12) days' notices.
- 3.11 On an ongoing basis the contractor shall provide the municipal representative with a single update list which reflects any changes as and when they occur to the establishment of security officers employed to protect Council assets.
- 3.12 Companies shall take liability for theft of equipment within their area of operation. Any loss or damage occurring on or Municipal asset which can be attributed directly to the non, or late, placement of a security officer or to neglect on the part of the company or those security officers on duty will be the liability Company concerned and recovery will be made.
- 3.13 Contract requires services for 12-hour shifts. Unless otherwise specified, a 12-hour day shift is the period of time between 06H00 and 18H00 on a particular day and night shift the period of time between 18H00 and 06H00 on the following day. The Municipality reserves the right to amend shifts as determined by the user department's needs.
- 3.14 No Security Officers are allowed to leave their posts without being properly relieved. It is the responsibility of the service provider to provide a continuous and uninterrupted security service. Failure to do so will be regarded as a deficiency.
- 3.15 The contract requires shifts to be seven (7) days a week unless stated otherwise. The first shift of the contractor will commence at 06H00.
- 3.16 The contractor shall be responsible for ensuring that: -**
- 3.16.1 The Security Officer must ensure that he/she clocks in at all the checkpoints and within the required time intervals at all locations enhanced with security control clocking points. All defects or tampering with systems must be reported to the Municipality and OB entry be made to that effect.
- 3.16.2 An operational control room equipped with a suitable communication system, manned by adequately qualified and competent staff, must operate on a 24-hour basis. All sets or cell phones carried by the company's security officers must be able to communicate at all times directly with the contractor's operations/control room or satellite control room.
- 3.16.3 An Occurrence Book is maintained at each site guarded. This OB is to reflect the times security officers report on and off duty at the sites, details and timings of any inspections, as well as incidents. This OB must be available to the Sectional Head Security or his representative for the duration of the contract and six months thereafter.
- 3.16.4 Security officers on sites shall at no stage take part in any illegal stay away, go slow strike or any other labour action that may prejudice the Employer.
- 3.17 Security officers protecting Municipal are to be properly supervised by contractor's inspectors/supervisors holding the rank of security officer Grade B or higher. The inspectors/supervisors must be equipped with the means to communicate directly with the

contractor's operations room and the company's security officer/s on various sites. The contractor shall respond timorously to any calls for assistance received from his/her security officers deployed on Municipal sites. There are to be a minimum of two visits per shift by these inspectors to each point guarded, with one visit taking place during the middle six hours shift. These visits will exclude the posting of security officers on sites at the start of a shift and the removal of security officers therefore on the completion of the shift.

In the event the Municipality is dissatisfied with any member of the security personnel provided by the contractor, the municipality shall forthwith notify the contractor. The contractor shall forthwith remove that member of its security personnel and provide equivalently qualified and trained personnel. The Municipality will not be obliged to finish reasons for its dissatisfaction to the contractor.

The contractor, or a representative authorised to decide and act on all matters on behalf of the contractor, is to attend a meeting each week with the municipal representative and a meeting each month with officials of the department/s to whom he is providing a service. Director shall attend a meeting each month. Failure to do so will be regarded as a deficiency.

ABBREVIATIONS

Abbreviations are as follows and remain constant throughout this document:

- **ID CARD** - Identification Card
- **INSTITUTION** - Fetakgomo Tubatse Local Municipality
- **OB** - Occurrence Book
- **PSIRA** - Private Security Industry Regulatory Authority
- **SA** - Security Administrator
- **SC** - Security Contractor
- **SLO** - Security Liaison Officer
- **SO** - Security Officer
- **SAPS** - South African Police Service
- **FTLM** - Fetakgomo Tubatse Local Municipality

DEFINITIONS

Security Officer-An individual employed by the service provider for the purpose of providing security service to the FTLM municipality.

Security Supervisor- An individual employed by the service provider to supervise the security officer.

Corporate Uniform- Comprises matching private uniform for all personnel with security company logo.

Combat Uniforms- Comprises of same colour uniforms for entire security personnel with the company logo always displayed.

PART B – SCOPE OF SERVICE AND PRICING SCHEDULE

SCOPE OF SERVICE

The service comprises of the day and night physical security requirements at the Municipal sites as prescribed herein. The number of securities officers and shifts of duty will vary by the site-specific instruction to be agreed upon by the service provider and the Municipality.

QUALITY

- 4.1 The quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.
- 4.2 All possible steps must be taken by the Contractor to ensure that the correct intended executive of this agreement will take place. These steps include, inter-alia, the following:
 - 4.2.1 The protection of property of the Municipality at the intended site and the Protection of the said property against theft, vandalism and any other unlawful act.
 - 4.2.2 The protection of the Municipal officials against unlawful acts, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977(Act 51 of 1977).

5. PERSONNEL

The contractor must provide the minimum-security officer standards and the security personnel required for the successful rendering of service as follows:

All SO will be PSIRA registered and have successfully passed the required PSIRA grading course as is required by Municipality dependent on the grading required per site. All SO will have an up to date SIRA registration card on their possession at all times. Municipality may require vetting to be done on the successful service providers, employees rendering services at municipal premises.

All SO shall wear appropriate clean uniforms while on duty.

Each Security Officer must be physically and mentally capable of performing all assigned duties. The service provider must ensure that each employee is able to provide the required services through training and/or physical/ medical examinations. ***Fetakgomo Tubatse Local Municipality reserves the right to review all minimum requirements and instruct the removal of any personnel unable to perform their duties.***

All SO are required to read, write and speak English. There may be site-specific requirements for an additional language.

SO are to be professional, friendly and helpful at all times.

The contracting firm and its personnel providing services on site must be vetted by the Municipality.

Obtaining a positive recommendation on criminal background checks of the contractor's employees on site is the responsibility of the contracting company concerned.

The Service Provider should have an existing Operations Control Room with communication

equipment to enable effective security monitoring and the capacity to provide a security backup within 20 minutes.

6. FETAKGOMO TUBATSE LOCAL MUNICIPALITY'S OBLIGATIONS

SECURITY PERSONNEL JOB DESCRIPTION

The Municipality will provide a detailed security job description that will form part of the contract for each site where physical security is required.

The Municipality and service provider(s) will mutually approve the particular job descriptions of SO. No alterations, deletions or additions may be made to the job descriptions without the signature and approval of the Municipality. Permanent alterations to be ratified by means of signatures of all the above-mentioned parties.

Job description will be reviewed on a regular basis. Any proposed amendments will be negotiated with the municipality and the service provider

HOURS OF DUTY

The municipality reserves the right to change the duty hours to suit its requirements. Changes to duty hours will be conveyed to the service provider at least 1 (one) week prior to the change being implemented. In case of an emergency, the matter will be handled in a manner to be agreed upon between the municipality and the security service provider.

GUARD HUTS/SHELTERS AND FACILITIES

The municipality will provide suitable guard rooms or huts/shelters for the SO at all sites where physical security services are being rendered. The municipality ensures that a table and an appropriate number of chairs are provided in the guard hut/shelter.

7. THE CONTRACTOR'S OBLIGATIONS

The Contractor must:

Ensure that premises and guards are visited and inspected during a shift period including shift changes. The visit must be entered into the Occurrence book of the guard.

Report any emergencies and possible illegal activities to the Municipality's representative or Control Room immediately.

Control and supervise all personnel on duty.

Ensure that personnel are deployed at sites on time, in correct attire and in possession of the necessary equipment.

Ensure that registers are up to date and available for inspection by Municipal officials.

Submit a monthly report to the municipal's representatives regarding all incidents within 10 days after the end of the month.

Make recommendations to Municipality with regard to improvement or preventative measures with regard to security issues relating to a site

Ensure that a supervisor is always available.

8. SPECIAL CONDITIONS FOR SECURITY PERSONNEL:

The following is required from all security personnel:

- Supervisors must be schooled to at least standard eight levels.
- Supervisors must have a good grounding in their post description and duties.
- Supervisors shall at all times capable of leading/ controlling and supervising their subordinates.
- Personnel must be dressed in full company security uniform when on duty.
- Guards must be in possession of a **baton, handcuffs, whistle, pocketbook, pen, torch (at night), firearm (where applicable)** and **a two-way communication device** when on duty.
- Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID card must contain the members' name, surname, PSIRA number, employee number and a photo of the employee.
- All personnel must have police clearance and may not have a criminal record. A six-monthly report regarding the police clearance of all guards must be submitted with the monthly report.
- All guards must at least have a Grade D security grading.

9. SECURITY AIDS

The Contractor must ensure that the following security aids, are available at each site where he renders a security service in terms of this contract:

10. OCCURRENCE BOOK

PURPOSE

The purpose of the occurrence book is to give an overall picture of activities, inspections by Supervisors and other occurrences at the site.

11. COMPULSARY OCCURRENCE BOOK ENTRIES:

The security personnel on duty must make the following entries in the occurrence book:

All listed routine procedures such as patrols undertaken, handing-over of shift, etc., mentioning the procedures followed by whom and the time of commencement. These entries must be made clearly legible, in blue/black ink.

Any problems or unusual occurrences must be recorded in the OB and reported to the Section head of security (or his/her authorized delegate). In the event of an emergency occurring after hours, the Municipal security section head must be contacted immediately, and an entry must be made in the OB.

All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.

All security personnel activities- especially deviations in respect of the duty list- indicating particulars of the personnel and relevant times

The unlocking or locking of doors or gates, indicating the time and by who locked or unlocked.

The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

Occurrence book read: After the taking-over of shifts, the first-level supervisor must make an entry declaring that he has read the occurrence-book in order to acquaint himself with events that occurred the previous shift.

All visits by Second-level supervisors and top management: These entries must be done in red ink.

Official of the Municipality shall pass on in writing, all additional request in respect of the rendering of the service.

NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by single line and initialled on the side and no pages should be removed from the book.

STORAGE OF OCCURRENCE BOOKS:

The Contractor shall store the fully entered occurrence books for a period of this contract.

ACCESS CONTROL

Access control (pedestrian)

The Security Officer shall supervise the entry and exit of all people entering/exiting premises.

The security officer is responsible for ensuring that his requirements is adhered to all entry/ exit points and whenever conducting security patrols. Where a municipal employee continuously fails or refuse to adhere to this measure, the SO must report the matter to the Municipal representative who should deal with the matter.

All visits to Officials in the municipal site and other employees will be confirmed telephonically with the employee being visited. Where there is a receptionist desk, the visitor must be directed to the receptionist desk. The security officer will issue a visitor's slip and record the visitor's particulars in the visitor register. Both situations required employee to escort the visitor from and back to the security and/or receptionist desk.

Access Control (Vehicles)

The Security Office shall control the entry/ exit of vehicles at the municipal sites.

When a vehicle belonging to a visitor arrives, the Security Officer must ensure that parking has been arranged by the host prior to allowing the vehicle access to the facility. (Applicable sites).

Dispatching and receiving procedures may include specific security responsibilities to be performed by the SO. The Municipality and the contractor will mutually agree in writing on the security requirements.

Similar procedures may be required with any special dispatches/receipt of valuable goods and/or services for municipality. The municipality and the contractor will agree on all specifications in writing.

The security officer shall search all vehicles that enter and depart the building and seize any municipal assets found.

ACCESS CONTROL AFTER HOURS, WEEKENDS AND PUBLIC

All persons (employees and non-employees) seeking access after-hours, weekends and public holidays are required to record all relevant information in the after-hours register maintained by the security officer. The security officer must ensure all information is legible and accurate. Any attempts of unauthorised access shall be recorded in the OB and access will be denied. The matter will also be reported to Risk management unit immediately.

NB: THESE PROCEDURES ARE APPLICABLE FOR EVERYONE REQUIRES ACCESS TO THE BUILDING, INCLUDING VEHICLE/S AND PEDESTRIAN/S.

ACCESS CONTROL REGISTERS OR FORMS

PURPOSE

The purpose of the access control registered, or forms is to have information available at all times regarding persons and vehicles admitted to the site within a specific period, in case occurrences should take place which might lead to a judicial enquiry.

PEDESTRIAN REGISTER/PEDESTRIAN ACCESS CONTROL FORMS:

These register/forms must be completed and legibly by the security officer on duty and shall make provision for the following:

Date of visit, Admission and exit times of the visitor to and from the site, Surname and initial of the visitor, Official identity/passport of the visitor, Name of the person to be visited, Purpose of the visit, number of firearms in visitor's possession (if any) and Signature of visitor

VEHICLE REGISTER/VEHICLE FORMS:

These register/forms must be completed correctly and legible by the security officer on duty and shall make provision for the following:

Date of visit, Surname and initial of driver, Home or work address of the driver, Registration number of the vehicle, Name of the person to be visited, Purpose of visit, Number of passengers, number of firearms in the vehicle (if any) and Signature of driver

STORAGE OF PEDESTRIAN AND VEHICLE REGISTERS AND FORMS

The contractor must store the fully entered pedestrian and vehicles registers and forms for a period of twelve months.

TWO-WAY RADIOS

PURPOSE

The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site, as well as between control on the site and control at the contractor's headquarters.

BASE RADIO

See site specification for more particulars (a cellular telephone may be supplied for vertical communication instead of a base station two-way radio).

CONTACT BETWEEN SUPERVISOR AND MUNICIPALITY PRESENTATIVE

The first- or second-level security supervisor must make daily contact with the municipal representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and request concerning the rendering of service. **At least once a month, formal discussions must be held and minutes taken, which must be kept by the Municipal representative.**

No security personnel are allowed to do continuous duty for longer than twelve hours.

LOST ARTICLES

DEFINITION:

Lost articles are found at the site, for which ownership cannot be established immediately. It must be handed in at the control room.

All lost articles handed in at the control room must be recorded in the Occurrence book, after which they must be handed to the municipal representative immediately.

LABOUR UNREST INCIDENTS

DEFINITION:

Labour unrest incidents are incidents where the municipal personnel on site, or the security personnel, engage in illicit personnel practice such as strikes, unrest and intimidation.

LABOUR UNREST AT THE SITE

When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security service.

When the service is interrupted because of labour unrest or labour dispute by the security personnel of the contractor the Municipality reserves the right to terminate the contract.

LIABILITY AND INDEMNITY

The contractor will be held liable for any damage or loss suffered by the Municipality as a result of the contractor's own or his employee's negligence or intent, which originated at the site.

Municipality will not be liable for the loss or damage of any nature to any of the contractor's properties or items kept at the Municipal site, in cases where the loss originated as a result of negligence or intent on the part of the municipality.

Municipality is indemnified against any liability, compensation or legal expense in respect of the following cases, whereas the contractor will be notified in writing of the particulars each claim he is liable for:

Loss of life or injuries, which might be, sustained by the security personnel during the execution of their duties.

Damage to or destruction of any equipment or property of the contractor during the execution of their duties.

Any claims and legal costs which might ensue from the failure by, or acts committed by the security personnel against third person, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.

SECURITY COMPETENCY

Directors, members of close corporation and security personnel involved with the contractor or having access to information related to the contract shall sign a Declaration of Secrecy and be prepared to go through the process of security clearance as determined by the Municipality.

The contractor shall comply with all relevant Acts and Regulations regulating the relationship between the employer and the employee. This includes complying with Acts Ad Regulation introduced while the contract is in effect.

The contractor company Director or his/her delegate shall hold monthly meetings with the security section head and keep records of the minutes. The security section head may from time to time convene and/or attend security contract management meetings.

Municipality shall evaluate the performance of the contractor from time to time and the contractor shall be informed of the outcome of such an evaluation. On receipt of the evaluation report, the contractor shall address correct or remedy any shortcoming related to the contract

INSURANCE

The contractor must, at his own expenses take out sufficient insurance against claim, costs, loss and/or damage ensuring from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

Please note:

- a. A copy of such contract must be handed to the municipal representative upon commencement of the service.
- b. Evidence that such insurance premiums have indeed been paid, must be furnished with the commencement of the contract and thereafter annually.**

If it is found that any of the above-mentioned information is false, the Municipality reserves the right to terminate this contract with immediate effect.

PENALTIES AND BREACH OF CONTRACT

- a. Failure to deliver effective service as per Service Level Agreement will constitute the breach of contract and the first (1st) warning letters will be issued to the contractor. The third warning will be the final warning and the contract will be terminated.

- b. The Municipality reserves the right to initiate action in accordance against any contractor or security officer found to be not properly performing their respective responsibilities or duties as required in terms of the Contract.
- c. A security officer absent from his place of duty is to be replaced within an hour. A security officer removed from site in terms of poor performances is to be replaced within hour and shall not be permitted again to guard Council property for the period of this contract.
- d. Should the replacement for a security officer not be on site within one hour a warning letter will be issued.
- e. The Contractor will be held liable for the replacement of stolen goods or equipment in the premises where a Security Officer has been deployed at his own costs. Thereplacement shall be made within thirty-one (31) working days. A warning for poor service delivery will be issued.
- f. There shall be no payment for any guard who is not properly and continuously registered with the Private Security Industry Regulatory Authority. Where a guard is registered at a grade lower than that required for a specific function the difference between the two rates will be refundable to the Council, unless it can be shown that prior to posting, the said guard had completed a registered course of training to that level, and an application had been previously submitted to the Private Security Industry Regulatory Authority for recognition

12. PENALTY FEES

The following penalties shall apply which shall be deducted by the Municipality from the fees payable to the contractor.

Item	Deficiency	Penalty	Fine
1	No Firearm	Warning/Credit note	R 500 per shift
2	No Baton	Warning/Credit note	R 300 per shift
3	No handcuffs	Warning/Credit note	R 250 per shift
4	No Appointment Card	Replaced/Credit note	R 150. 00 per shift
5	No uniform	Replaced/Credit note	R 300.00/day
6	No Patrol duties		Warning
7	Misuse of Telephones	Warning	Automatic deduction from payment.
8	Guard absent	Warning/Credit note	R 200.00/hour
9	No Radio	Warning/Credit note	R 150 per day
10	Theft	Dismissal	Pay the claim
11	Sleeping on duty	Replaced	R 300.00/hour
12	Illegal connection of electrical appliances	By law enforcement	Confiscation then warning
13	No pocketbook	Credit note	R 150.00 monthly
14	No torch	Warning/Credit note	R 200.00/nightshift
15	Non submission of	Credit note	R 250.00/day

	timesheets		
16	Timesheets not signed on and off	Credit note	R 200.00/hour
17	Non visit by Supervisor	Warning/Credit note	R 200.00
18	Non-attendance of meeting: Directors or Supervisors	Warning/Credit note	R500.00 per meeting
19	Selling at the Site is not allowed	Dismissal	R500.00

PRICING SCHEDULE:

1. CLUSTER 5

NO	SITE	TOTAL NUMBER OF GUARDS		Description of Required Guards		COSTING PER MONTH *
				Armed	Unarmed	
						R0 000,00
01	Apel Regional Office	Day	6	2	4	
		Night	5	2	3	
TOTAL			11	4	7	R
02	Moses Mabothe community Hall	Day	3	-	3	
		Night	3	-	3	
TOTAL			6	-	3	R
03	Pelangwe Community Hall	Day	2	-	2	
		Night	2	-	2	
TOTAL			4	-	4	R
04	Strydskraal Community Hall	Day	2	-	2	
		Night	2	-	2	
TOTAL			4	-	4	R
05	Strydskraal Sports Complex	Day	2	-	2	
		Night	2	-	2	
TOTAL			4	-	4	R
06	Mohlaletse Community Hall	Day	2	-	2	
		Night	2	-	2	

TOTAL			4	-	4	R
07	Mohlaletse Thusong Centre	Day	2	-	2	
		Night	3	-	3	
TOTAL			5	-	5	R
08	Burgersfort Flea Market	Day	3	-	3	
		Night	3	-	3	
TOTAL			6	-	6	R
09	Burgersfort Landfill Site	Day	3	-	3	
		Night	-	-	-	
TOTAL			3	-	3	R
SUB TOTAL			47	4	43	R
VAT						R
TOTAL MONTHLY COST						R
NOTE:						
<ul style="list-style-type: none"> • The Tender Document MUST be completed in non-erasable black ink. • The use of correction fluid/tape is not permitted. • All prices must INCLUDE VAT. • Prices MUST be for the first period of the contract. An annual price increase according to the PSIRA Illustrative contract pricing structure is allowed for. • Prices tendered for site must be submitted in monthly rates. 						
<p>It will be 12 hours shift from 06h00 to 18h00 day time and 12 hour shift from 18h00 to 06h00 night time. 7days a week. Office hrs is from 07:30 till 16:30 7days a week 24hour service</p>						

I / We _____
(Full name of Bidder) the undersigned in my capacity

as _____

of the firm _____

- hereby offer to Fetakgomo Tubatse Local Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Municipality and subject to the conditions of tender, for the amounts indicated above.
- We, the undersigned have examined the above-mentioned Tender document. We now offer to deploy Security staff and supervisors to perform duties as mentioned in Scope of Work.
- If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
- We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.

- We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
- We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
- We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
- We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

Evaluation of Functionality: Phase 2

The bids will be evaluated based on the following criteria for Functionality and the bidder must obtain a minimum score of 70% on functionality to qualify for further evaluation (Price and B-BBEE).

Heading	Weight	Description	Score
<p>Previous experience of the company in providing physical security services (attach appointment letters accompanied by their contactable reference letters on the letterhead of the company confirming that your company is rendering or have rendered security services to them. both appointment and reference letters signed with contactable reference on appointment or reference letter.</p> <p>NB Please pair (Put Together) each appointment letter must be accompanied by its corresponding reference letter</p>	<p>30</p>	<p>The bidder has successful rendered security services in private or publicsector (10 or more appointment letters /with their references letters.)</p>	<p>30</p>
		<p>The bidder has successful rendered security services in private or publicsector (7 -09 appointment letters/ with their reference letters).</p>	<p>25</p>
		<p>The bidder has successful rendered security services in private or publicsector (4-6 appointment letters/ with their reference letters).</p>	<p>15</p>
		<p>The bidder has successful rendered security services in private or public sector (1-3 appointment letters / with their reference letters).</p>	<p>10</p>

<p>Experience and qualifications of Operational Managers/ supervisors or Director currently working for the bidding company: Please attach recent CV, certified ID and qualifications.</p>	<p>10</p>	<ul style="list-style-type: none"> • Degree in Security Management or related fields like Safety management, Police and Traffic management. 10 • Diploma in Security Management or related fields like Safety management, Police and Traffic management 7 • Certificate in Security management or related fields like Safety, Police and Traffic management. 5 <p>Non attachment of the CVs, ID and qualifications will result in zero score</p>	<p>10</p>
<p>Financial Viability- Ability to execute the project.</p>	<p>10</p>	<p>Bank guarantee letter or credit facility letter of R1000 000 from registered financial institution. 10</p> <p>Bank guarantee letter or credit facility letter of R500 000 from registered financial institution. 05</p>	<p>10</p>

<p>Comprehensive project implementation plan and operational resources. (to be attached with tender document)</p>	<p>20</p>	<p>Detailed project implementation plan on how the sites would be managed and controlled during rendering of security services taking into account the following:</p> <ul style="list-style-type: none"> • Deployment/ posting procedure • Refresher training plan/file (indicating specific areas) <p>Availability of Training centre (either owned or signed agreement with the training centre owners)</p> <ul style="list-style-type: none"> • Contingency plan for community protests and labour unrest • Working procedure guidelines for guard functions. • Updated Provident fund file • Updated leave management plan (detailed as to how to deal issues of leave) <p>Availability of staff member/s having trained on event/ crowd security certificate</p>	<p>02</p> <p>03</p> <p>03</p> <p>02</p> <p>02</p> <p>03</p> <p>03</p> <p>02</p>
<p>Site - Inspection</p>	<p>30</p>		
<p><u>Availability of 24hrs full functional control room with office furniture and communication equipment.</u></p> <p>The bidder must have legitimate occupancy, proof of ownership or valid signed lease agreement for secured control room constructed on a brick and mortar wall with functional two-way radio system, telephone, etc.</p>	<p>15</p>	<p>Availability of full functional control room with trained staff, updated register & OB and which can be communicated to sites of bidder (test will be done during sites inspection):</p> <p>The bidder must have offside security monitoring system in place, so that it can be able to detect any deficiencies from the security officers. The system should have an audit trail.</p>	<p>05</p> <p>05</p>

Control room that does not meet the requirement will be scored zero.		Availability of full functional control room communication system which can communicate: <ul style="list-style-type: none"> • Nationally - 05 • Provincial - 03 • Regional - 01 	05
Operational resources. (will be required during site visits)	15	<ul style="list-style-type: none"> • Mounted firearm safe/s. or strong room. • Poster of the Basic Conditions of Employment Act must be displayed 	02 01

		<ul style="list-style-type: none"> • Branded company vehicles. 	01
		<ul style="list-style-type: none"> • Existence of fully equipped office with basic equipment e.g. telephone, fax machine, two-way radios, office furniture and boardroom etc. 	02
		<ul style="list-style-type: none"> • Availability of complete branded Uniform. 	02
		<ul style="list-style-type: none"> • Availability of Flashlight or torches 	01
		<ul style="list-style-type: none"> • Updated roster files 	02
		<ul style="list-style-type: none"> • Handheld metal detectors 	01
		<ul style="list-style-type: none"> • Updated Provident fund file 	01
		<ul style="list-style-type: none"> • Disciplinary procedure and Code of Conduct must be availed 	02
Total:	100		100

SITE INSPECTION: PHASE: 3

NAME OF COMPANY	
Physical Address	
Contact Numbers	
Facsimile Number	

The bidders who complied with the administrative evaluation criteria including the special conditions and obtain a minimum of 40% on functionality will be evaluated further in terms of stage 3 of the tendering process.

To check compliance to the requirements of the site inspection will be as follows:

Existence of fully equipped office with basic equipment e.g., telephone, fax machine, two-way radios, office furniture etc. Proof of legitimate occupancy (lease agreement or proof of ownership) will be verified during in-loco site inspection.

- (i) Security operating tools will be checked but not limited to the following:
 - (a) Availability of Complete uniforms (both combat and corporate).
 - (b) Mounted firearm safe/s.
 - (c) Firearms and firearm licenses in the name of bidding company and competency certificates for all armed guards and directors / shareholders of the company.
 - (d) Hand held metal detectors.
 - (e) Torches and or flashlights.
 - (f) Branded company vehicles.
 - (g) Rain suits.
 - (h) Secured control room constructed on a brick and mortar wall with functional two-way radio system.
- (ii) All PSIRA compliance requirements related effective management of security service will be required during site inspection.
- (iii) Poster of the Basic Conditions of Employment Act must be displayed.
- (iv) Human Resources Recruitment and Development Plans / Strategies must be available.
- (v) Disciplinary procedure and Code of Conduct must be availed.
- (vi) Grievance procedure will be verified.
- (vii) Contingency plan must be made available.
- (viii) Training programme must be made available.
- (ix) Demonstrate availability and access to training facilities i.e. academy and shooting range (for the purposes of refresher training).
- (x) The Municipality reserves the right to conduct further inspection on the site managed or secured by the bidder which will have an impact on awarding of the bid.
- (xi) All documents / plans / strategies must be relevant to security industry.

Site Inspection Score Sheet

Heading	Weight	Description	Score	Point allocation
<p><u>Availability of 24hrs full functional control room with office furniture and communication equipment.</u></p> <p>The bidder must have legitimate occupancy, proof of ownership or valid signed lease agreement for secured control room constructed on a brick and mortar wall with functional two-way radio system, telephone, etc.</p> <p>Control room that does not meet the requirement will be scored zero.</p>	15	<p>Availability of full functional control room with trained staff, updated register & OB and which can be communicated to sites of bidder (test will be done during sites inspection):</p> <p>The bidder must have offside security monitoring system in place, so that it can be able to detect any deficiencies from the security officers. The system should have an audit trail.</p> <p>Availability of full functional control room communication system which can communicate:</p> <ul style="list-style-type: none"> • National - 05 • Provincial-03 • Regional -01 	<p>05</p> <p>05</p> <p>05</p>	
<p>Operational resources. (will be required during site visits)</p>	15	<ul style="list-style-type: none"> • Mounted firearm safe/s. or strong room. • Poster of the Basic Conditions of Employment Act must be displayed • Branded company vehicles. • Existence of fully equipped office with basic equipment e.g. telephone, fax machine, two-way radios, office furniture and boardroom etc. 	<p>02</p> <p>01</p> <p>01</p> <p>02</p>	

		<ul style="list-style-type: none"> • Availability of complete branded Uniform. 02 • Availability of Flashlight or torches 01 • Updated roster files 02 • Hand held metal detectors 01 • Updated Provident fund file 01 • Disciplinary procedure and Code of Conduct must be availed 02 		
Total points for site -inspection	30			

NB: Site inspection will be conducted at the physical address of the company as indicated in the bid document. The Municipal representatives conducting site inspection will not be permitted to inspect any office which was not indicated as physical address of the business. CHANGE OF PHYSICAL ADDRESS MUST REACH THE MUNICIPALITY WITHIN FOURTEEN (14) WORKING DAYS AFTER CLOSURE OF THIS BID

PLEASE NOTE CHANGE OF PHYSICAL ADDRESS MUST REACH THE MUNICIPALITY WITHIN FOURTEEN (14) WORKING DAYS AFTER CLOSURE OF THIS BID

PRICE AND B-BBEE EVALUATION PHASE: 4

- (i) Price = 80 points
- (ii) B-BBEE = 20 points

COMPULSORY MUNICIPAL BID DOCUMENTS

MBD 2: TAX CLEARANCE CERTIFICATE

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the TCC pin/ number will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

(a) 4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and zero points out of 10 or 20 for B-BBEE.

Under the amended B-BBEE codes, accounting officers and verification professionals are no longer permitted to issue B-BBEE certificates to Exempt Micro Enterprises (EMEs) and black controlled and owned Qualifying Small Enterprises (QSEs). **Only the sworn affidavits and certificates issued by SANAS accredited agencies are acceptable.**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.21.2

- a) 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: or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows: 80/20 or 90/10

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

1.5 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.

1.6 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).
- (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:

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

$$\left(\frac{P_t - P_{\min}}{P_t - P_{\min}} \right) \quad \text{or} \quad \left(\frac{P_t - P_{\min}}{P_t - P_{\min}} \right)$$

Were

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
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 4.1

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 relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of company/firm:.....

8.2 VAT _____ registration number:.....

8.3 Company _____ registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM- RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid.
 - Tax clearance certificate.
 - Pricing schedule(s).
 - Filled in task directive/proposal.
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011.
 - Declaration of interest.
 - Declaration of Bidder’s past SCM practices.
 - Certificate of Independent Bid Determination.
 - Special Conditions of Contract.
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as
.....

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

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

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

a. DESCRIPTION OF b. SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT
.....

ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____

that: _____ (Name of Bidder)

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM OF OFFER AND ACCEPTANCE

Form of Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Project No. FTM/T04/22/23: Provision of security services: Fetakgomo Tubatse local municipality: Cluster 5

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, 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:**

.....
.....
..... (rands) (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 Block: Tenderer	
Signature.....	Date
Name	
Capacity	
Name of organization	
Address of organization	

.....
Signature of witness Date
Name of witness
.....

BIDDERS HAVE TO COMPLETE THE OFFERED TOTAL OF THE PRICES IN WORDS AS WELL AS IN FIGURES

Form of 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 contractor 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.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 said documents are valid unless contained in this schedule.

The tenderer shall within two weeks 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) for delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 Block: Employer	
Signature	Date
.....	
Name	
.....	
Capacity	
.....	
for the Employer	Fetakgomo Tubatse Municipality P.O. Box 206, Burgersfort, 1150
Signature of witness.....	Date
.....	
Name of witness	
.....	

Schedule of Deviations

1 Subject:

.....

Details:

.....

.....

.....

2 Subject:

.....

Details:

.....

.....

.....

3 Subject:

.....

Details:

.....

.....

4. Subject:

.....

Details:

.....

.....

5 Subject:

.....

Details:

.....

.....

By the duly authorised representatives signing this agreement, 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 changes 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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

15 NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

**8. Inspections,
tests and
analyses**

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

ate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

(b)

g
r
e
g

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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