



# WEST RAND DISTRICT MUNICIPALITY



## TENDER DOCUMENT

FINANCE SERVICES DEPARTMENT: SUPPLY CHAIN MANAGEMENT

**BID NO: WRDM/PS/03/25-26**

**APPOINTMENT OF A SECURITY SERVICE PROVIDER TO PROVIDE 24-HOUR  
SECURITY SERVICES FOR THE WEST RAND DISTRICT MUNICIPALITY (WRDM)  
FOR A PERIOD OF 36 MONTHS**

<p><b>West Rand District Municipality</b> Cnr 6<sup>th</sup> and Park Street Private Bag X 033 Randfontein 1760 Tel: (011) 411 5000 Fax: (011) 412 3663 Website: www.wrdm.gov.za</p>	<p><b>Bidding enquiries Contact:</b> Name: Mr. G. Mandona Tel No.: (011) 411 5079 Fax No.: (011) 412 3663</p> <p><b>Technical enquiries Contact:</b> Name: Mr. M. Garane Tell No: (011) 411 5281</p>
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<p><b>Company Name:</b> .....</p> <p><b>Contact Person:</b> .....</p> <p><b>Tel No.:</b> ..... <b>Fax No.:</b> ..... <b>E-mail:</b>.....</p> <p><b>Total Bid Offer (Inc. VAT.): R</b> .....</p>
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**Proof of payment for the tender document must be attached as part of the tender submission.**

**CLOSING DATE: 27 JANUARY 2025  
TIME: 11H00**



## WEST RAND DISTRICT MUNICIPALITY

Suitably qualified service providers are hereby invited to submit proposals for the following:

Bid No.	Description	Evaluation Criteria	Closing Date & Time	Compulsory Briefing Session	Bid Enquiries
WRDM/PS/03/25-26	Appointment of a Security Service Provider to Provide 24-Hour Security Services for the West Rand District Municipality (WRDM) for a Period of 36 Months	Administrative Compliance, Functionality and 80/20 Preferential Point System	27 January 2026 at 11:00 am	Date: 12 January 2026 Time: 09h00 Venue: West Rand District Municipality, Randfontein (Bondesio Hall)	Technical Enquiries: Mr. M. Garane Telephone No: 011 411 5281

Bid documents will be available from **05 December 2025, Time 08:30 until 15:00**, at the cashier's office, Municipal Building, Cnr 6<sup>th</sup> and Park street, Randfontein. A non-refundable of **R600.00** will be charged for a document issued or downloaded. **Proof of payment for the tender document must be attached as part of the tender submission.**

### Submission of Tenders:

Tenders must be submitted not later than **11H00 on the 27 January 2026**. **Faxed emailed and late proposals will not be accepted.**

**By hand:** Bid documents and supporting documents must be placed in a sealed envelope clearly marked the „Bid number & Description respectively", and be deposited in a bid box, on the Municipal Building, Cnr 6<sup>th</sup> and Park Street, Randfontein, 1760

**By Post:** To reach the Manager Supply Chain Management, Private Bag X033, Randfontein, 1760, in sufficient time for it to be placed in the Tender Box before closing time.

### Opening of Tenders

Tenders will be opened in public at **11h00, 27 January 2026**

### Bidders must take note of the following:

- ✓ Bids must only be submitted on the bid documentation provided by the West Rand District Municipality
- ✓ Persons in the service of the state are not allowed to bid; Attach Copy of ID document/s and Company registration certificate ( CK)
- ✓ Recent Municipal Statement of account (not older than 3 months) for the company and all directors not in arrears for more than 90 days or lease agreement with a recent rental invoice/statement must be attached. Attention is drawn to the "Clearance Certificate for Municipal Account". The Clearance Certificate must be completed by the Municipality where the business resides or the Landlord in case of a tenant. Lease agreement must also be attached and is the responsibility of the bidder to ensure that the "Clearance Certificate for Municipal Accounts" is completed in full and stamped by the landlord
- ✓ Attach copy of Tax Clearance Pin obtainable from SARS;
- ✓ Proof of registration with National Treasury Central Supplier Database;
- ✓ The bids will be evaluated and adjudicated in terms of Preferential Procurement Policy Framework, Act No.5 of 2000, Preferential Procurement Regulations 2022, West Rand District Municipality Preferential Procurement Policy and Supply Chain Management Policy of the West Rand District Municipality.
- ✓ Proof of payment for the tender document.
- ✓ A tender that fails to meet all the requirements stipulated in the tender documents will be unacceptable tender.

Bank Name	Standard Bank
Account Number	021307350
Branch Code	015851
Reference	Name of the Company

### Enquiries

Supply Chain Matters can be directed to **Goitsemodimo Mandona**, at Tel: **(011) 411 5079**



# WEST RAND DISTRICT MUNICIPALITY

MBD 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	WRDM/PS/03/25-26	CLOSING DATE:	27 JANUARY 2026	CLOSING TIME:	11H00am
DESCRIPTION	APPOINTMENT OF A SECURITY SERVICE PROVIDER TO PROVIDE 24-HOUR SECURITY SERVICES FOR THE WEST RAND DISTRICT MUNICIPALITY (WRDM) FOR A PERIOD OF 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

**CNR 6TH AND PARK STREET, RANDFONTEIN, 1760**

### 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		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		[IF YES ENCLOSE PROOF]			[IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
.....					
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	Public Safety	
CONTACT PERSON	Mr G Mandona		CONTACT PERSON	Mr. M Garane	
TELEPHONE NUMBER	(011) 411 5079		TELEPHONE NUMBER	(011) 411 5281	
E-MAIL ADDRESS	<a href="mailto:gmandona@wrmd.gov.za">gmandona@wrmd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mgarane@wrmd.gov.za">mgarane@wrmd.gov.za</a>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
	NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
	NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
	NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
	NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
	NO
<p><b>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.</b></p>	

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



# WEST RAND DISTRICT MUNICIPALITY



## NOTES TO BIDDERS

Bidders are requested to take note of the following:

Seq.	Description	Compliance Requirements
1	Completing the tender document	Municipal Bidding Documents (MBD 1-9) provided by West Rand District Municipality must be completed in full and submitted with all the required returnable documents. All pages must be completed and signed by bidders where signatures are applicable.
2	Company registration Documents	Bidders are requested to verify that the company status is active with CIPC, attach a copy of the company registration certificates and ID copy (s) of the company director(s).
3	Delegation of Authority Letter	The bid documents must be signed by an individual who has the delegated powers to sign on behalf of the company and a letter of delegation of authority with the company letterhead must be attached.
4	Tax Verification PIN	A copy of the tax registration with South African Revenue Service (SARS) and a which reflects a valid PIN of the company must be attached
5	Municipal Account	A recent Municipal Statement of account (not older than 3 months) for the company and all directors not in arrears for more than 90 days or lease agreement with a recent rental invoice/statement must be attached. Attention is drawn to the "Clearance Certificate for Municipal Account". The Clearance Certificate must be completed by the Municipality where the business resides or the Landlord in case of a tenant. Lease agreement must also be attached and is the responsibility of the bidder to ensure that the "Clearance Certificate for Municipal Accounts" is completed in full and stamped by the landlord.
6	CSD Report	A copy of the Central Supplier Database (CSD) Summary Report not older than 3 month must be attached.
7	Director/s' registration with PSIRA	Director/s Proof of registration with the Private Security Regulatory Authority (PSIRA) for Grade A or B for Directors of the company must be attached.
8	Company registration with PSIRA	Company's proof of registration with the Private Security Regulatory Authority (PSIRA) must be attached.
9	Directors' Clearance Certificates by the South African Police Services (SAPS)	Proof of all Director/s clearance certificates by SAPS must be attached.
10	Company's/Firm's Letter of Good Standing with PSIRA	Company's Proof or letter of Good Standing with the Private Security Regulatory Authority (PSIRA) together with the PSIRA Act must be attached.
11	Proof of Public Liability Insurance Cover	Proof that the company has a valid Public Liability Insurance cover of R10 Million or more must be attached.

12	Audited Annual Financial Statements	Audited previous 3 years annual financial statements must be attached together with an independent Auditor's letter.
13	Compliance certificate with ISO 9001:2015 Quality Management System	Proof of compliance certificate with ISO 9001:2015 which sets out the criteria for quality management system in the company must be attached.
14	COIDA	The bidder must attach the company Letter of Good Standing with COIDA issued by the Department of Labour.
15	Company Profile	Bidders must attach their company profile.
16	Payment of tender documents and proof of payment must be attached to the tender document, failure which shall disqualify the bid.	<p>Payments of <b>R600.00</b> per tender document are to be made at the cashiers West Rand District Municipal Building, at Randfontein, alternatively made through EFT to :</p> <p>West Rand District Municipality  Bank Name: Standard Bank  Account Number: 021307350  Branch Name: Key West  Branch Type: Business Current Account  Branch Code: 015841 (electronic payments : 051001)  Ref: Tender Number</p>
17	Closing time	The closing time for this shall be 11h00 am at the specified date on the advert.
18	Acceptance of tenders	No late, faxed or e-mailed bids will be accepted.
19	Terms and conditions	All bidders must adhere to the terms and conditions of the bid.

**FAILURE TO ADHERE TO THESE REQUIREMENTS AND NOTES WILL RESULT IN THE BID BEING DECLARED AS "NON-RESPONSIVE".**



**WEST RAND  
DISTRICT MUNICIPALITY**

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**AUTHORITY FOR SIGNATORY**

**NAME OF ENTERPRISE:** .....

**DATE:** .....

**TO WHOM IT MAY CONCERN**

It is hereby certified that Mr. /Ms. ....in his/her capacity as ..... (Designation) is duly authorized to sign all documents submitted on behalf of ..... (Name of company) in respect of the following tender:

**BID NO: WRDM/PS/03/25-26  
APPOINTMENT OF A SECURITY SERVICE PROVIDER TO PROVIDE 24-HOUR SECURITY SERVICES FOR THE WEST RAND DISTRICT MUNICIPALITY (WRDM) FOR A PERIOD OF 36 MONTHS**

Yours Sincerely

.....  
MD/CEO/ Company Secretary Etc.

Specimen Signature (Authorized Person): .....



# WEST RAND DISTRICT MUNICIPALITY

## DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

- i. Name of bidder .....
- ii. Registration Number .....
- iii. Municipality where business is situated.....
- iv. Municipal account number for rates .....
- v. Municipal account number for water and electricity .....
- vi. Names of all directors, their ID numbers and municipal account number.
  - 1. ....
  - 2. ....
  - 3. ....
  - 4. ....
  - 5. ....
  - 6. ....
  - 7. ....

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....  
.....

\_\_\_\_\_  
**Bidder's Signature**

\_\_\_\_\_  
**Date**

**CLEARANCE CERTIFICATE FOR MUNICIPAL ACCOUNTS**

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal services, rates and taxes are in arrears for more than 90 days.

The purpose of this form is to obtain proof that municipal services, rates and taxes of the service provider and director(s) are not in arrears for more than 90 days, with the relevant municipality / landlord in the municipal area where the director(s) resides and service provider conduct the business.

**PART A** -to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services. Part A to be completed only in the event that prospective bidders do not receive municipal rates & taxes statements.

**OR**

**PART B** -to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services. Part B to be completed by the landlord only in the event that prospective bidder does not receive a rental invoice.

<b>PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)</b>	
Name of the Municipality:	
Property Physical Address:	
Registered Name:	
Official's Name: _____ Signature : _____ Date: _____	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;">                     Municipality Stamp Here                 </div>
<p><b>Please circle whether the account is in arrears or up-to-date</b></p> Rates and taxes : Up-to-date / in arrears for more than (90 Days) 3 months Water: Up-to-date / in arrears for more than (90 Days) 3 months Electricity: Up-to-date / in arrears for more than (90 Days) 3 months Refuse : Up-to-date / in arrears for more than (90 Days) 3 months Other services : Up-to-date / in arrears for more than (90 Days) 3 months	
<b>PART B ( TO BE COMPLETED BY THE LANDLORD)</b>	
Name of the Tenant:	
Name of the Landlord:	
Property Physical Address:	
Landlord Signature:	

Date: \_\_\_\_\_

**Landlord's business stamp here**  
Or an Affidavit from SAPS ( in the  
event the landlord does not have  
a business stamp)

**Please circle whether the account is up-to-date or in arrears**

Rental:                      Up-to-date    /    in arrears for more than (90 Days) 3 months

Municipal services:    Up-to-date    /    in arrears for more than (90 Days) 3 months



# WEST RAND DISTRICT MUNICIPALITY



MBD 3.1

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder..... Bid Number.....

Closing Time: 11am

Closing Date: **27 January 2025**

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

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

- At: .....

- Brand and Model .....

- Country of Origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/Not firm

- Delivery basis .....

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

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

\*Delete if not applicable



# WEST RAND DISTRICT MUNICIPALITY



MBD 4

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>
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 person connected with or related to persons in service of the states, 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, shareholder<sup>2</sup>):.....
- 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 .....

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

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

<sup>2</sup>"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, principles, 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 company or business whether or not they are bidding for this contract? .....**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

4 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name**



# WEST RAND DISTRICT MUNICIPALITY

**MBD 5**

## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**

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

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

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

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

2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

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

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

4.1 If yes, furnish particulars

.....

### CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



# WEST RAND DISTRICT MUNICIPALITY



## ETHICS COMMITMENT FOR ALL SUPPLIERS OF THE WEST RAND MUNICIPALITY

**In our dealings with the West Rand District Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful(e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials.
- We will, through all our dealings, contribute to building a positive ethical culture in the West Rand District Municipality.

This is our commitment to help build an ethical community.

Name of Company: \_\_\_\_\_ Name

of authorised person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# WEST RAND DISTRICT MUNICIPALITY



MBD 6.1

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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Applicable Preference Point System

The applicable preference point system for this quotation is the 80/20 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \end{array}$$

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black ownership	6	
Women	3	
People living with disability	2	
EME or QSE	2	
Youth	3	
Enterprises located in Gauteng Province –	4	

Within Gauteng = 2 Within West Rand = 4		
<b>Total</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....



## WEST RAND DISTRICT MUNICIPALITY

**MBD 8**

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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**



# WEST RAND DISTRICT MUNICIPALITY



MBD 9

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 comp

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: Bid No: **WRDM/PS/03/25-26, APPOINTMENT OF A SECURITY SERVICE PROVIDER TO PROVIDE 24-HOUR SECURITY SERVICES FOR THE WEST RAND DISTRICT MUNICIPALITY (WRDM) FOR A PERIOD OF 36 MONTHS** in response to the invitation for the bid made by: West Rand District Municipality

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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



**WEST RAND  
DISTRICT MUNICIPALITY**



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**SPECIFICATIONS**



**WEST RAND DISTRICT MUNICIPALITY**

**TERMS OF REFERENCE**

**APPOINTMENT OF A SECURITY SERVICE PROVIDER  
TO PROVIDE 24-HOUR SECURITY SERVICES FOR  
THE WEST RAND DISTRICT MUNICIPALITY (WRDM)  
FOR A PERIOD OF 36 MONTHS.**

## **1. INTRODUCTION**

Bids are invited from suitably qualified service providers to submit tenders for the provision of 24-Hour security services to ensure the protection of the West Rand District Municipal property for a 36 month period.

## **2. BID SPECIFICATIONS AND CONDITIONS**

1. Provision of 24-hour security services must be provided at the following sites of the WRDM:
  - Head Office: Corner Sixth and Park Street South, Randfontein, 1760
  - Mayor's Residence, 31 Aloe Street, Greenhills, Randfontein, 1760
  - Merafong Flora Project, Carletonville
  - Donaldson Dam, Westonaria
2. Prospective bidders must be registered with the Private Security Industry Regulatory Authority (PSIRA)
3. Security Officers must possess Grade C and D PSIRA certificates, be well trained and in possession of the necessary experience as required by the security officers.
4. All security officers must be presentable and be supplied with neat uniform.
5. Bidders must make provision for task/riot force for the purposes of protests and unrest as and when required by the municipality. The cost for such must be reflected in the pricing schedule.
6. The turnaround time for the availing of the task/riot force shall be at least one hour from the time of the call.
7. Bidders must submit current PSIRA Pricing Structure Annual Increase Analysis employee benefit provisions (accumulations) based on PSIRA Sectoral Determination.

### 3. ADMINISTRATIVE COMPLIANCE REQUIREMENTS AND NOTES TO BIDDERS:

Seq.	Description	Compliance Requirements
1	Completing the tender document	Municipal Bidding Documents (MBD 1-9) provided by West Rand District Municipality must be completed in full and submitted with all the required returnable documents. All pages must be signed by bidders where signatures are applicable.
2	Company registration Documents	Bidders are requested to verify that the company status is active with CIPC, attach a copy of the company registration certificates and ID copy (s) of the company director(s).
3	Delegation of Authority Letter	The bid documents must be signed by an individual who has the delegated powers to sign on behalf of the company and a letter of delegation of authority with the company letterhead must be attached.
4	Tax Verification PIN	A copy of the tax registration with South African Revenue Service (SARS) and a which reflects a valid PIN of the company must be attached
5	Municipal Account	A recent Municipal Statement of account (not older than 3 months) for the company and all directors not in arrears for more than 90 days or lease agreement with a recent rental invoice/statement must be attached. Attention is drawn to the "Clearance Certificate for Municipal Account". The Clearance Certificate must be completed by the Municipality where the business resides or the Landlord in case of a tenant. Lease agreement must also be attached and is the responsibility of the bidder to ensure that the "Clearance Certificate for Municipal Accounts" is completed in full and stamped by the landlord.
6	CSD Report	A copy of the Central Supplier Database (CSD) Summary Report not older than 3 month must be attached.
7	Director/s' registration with PSIRA	Director/'s Proof of registration with the Private Security Regulatory Authority (PSIRA) for Grade A or B for Directors of the company must be attached.
8	Company registration with PSIRA	Company's proof of registration with the Private Security Regulatory Authority (PSIRA) must be attached.
9	Directors' Clearance Certificates by the South African Police Services (SAPS)	Proof of all Director/s clearance certificates by SAPS must be attached.
10	Company's/Firm's Letter of Good Standing with PSIRA	Company's Proof or letter of Good Standing with the Private Security Regulatory Authority (PSIRA) together with the PSIRA Act must be attached.
11	Proof of Public Liability Insurance Cover	Proof that the company has a valid Public Liability Insurance cover of R10 Million or more must be attached.

12	Audited Annual Financial Statements	Audited previous 3 years annual financial statements must be attached together with an independent Auditor's letter.
13	Compliance certificate with ISO 9001:2015 Quality Management System	Proof of compliance certificate with ISO 9001:2015 which sets out the criteria for quality management system in the company must be attached.
14	COIDA	The bidder must attach the company Letter of Good Standing with COIDA issued by the Department of Labour.
15	Company Profile	Bidders must attach their company profile.
16	Payment of tender documents and proof of payment must be attached to the tender document, failure which shall disqualify the bid.	<p>Payments of R600.00 per tender document are to be made at the cashiers West Rand District Municipal Building, at Randfontein, alternatively made through EFT to :</p> <p>West Rand District Municipality  Bank Name: Standard Bank  Account Number: 021307350  Branch Name: Key West  Branch Type: Business Current Account  Branch Code: 015841 (electronic payments : 051001)  Ref: Tender Number</p>
17	Closing time	The closing time for this shall be 11h00 am at the specified date on the advert.
18	Acceptance of tenders	No late, faxed or e-mailed bids will be accepted.
19	Terms and conditions	All bidders must adhere to the terms and conditions of the bid.

**FAILURE TO ADHERE TO THESE REQUIREMENTS AND NOTES WILL RESULT IN THE BID BEING DECLARED AS "NON-RESPONSIVE".**

ITEM NO.	DESCRIPTION	
3.4	<b>WEST RAND DISTRICT MUNICIPALITY</b>	
3.4.1	Provision of Security Services for a period of 36 months at the following premises: <ol style="list-style-type: none"> <li>1. Head Office (5 Day Shift &amp; 3 Night Shift),</li> <li>2. Mayor's Residence (2 Day Shift &amp; 2 Night Shift),</li> <li>3. Donaldson Dam (2 Day Shift &amp; 2 Night Shift),</li> <li>4. Merafong Flora (1 Day Shift &amp; 2 Night shift)</li> </ol>	
	<b>Item</b>	<b>Quantity</b>
3.4.2.1	Competent and Graded Security Officer unarmed for Day Shift (Monday to Sunday: 18h00-06h00)	10
	Competent and Graded Security Officer armed for Night Shift (Monday to Sunday: 18h00-06h00)	9
3.4.3	<b>Security aids</b>	
3.4.3.1	(a) Portable hand held 2 way radios (to be programmed to successful bidder's frequency)	5
	(b) Firearms	4
	(c) Torches (Re-chargeable)	9
	(d) Handheld metal detectors	3
	(e) Batons	10
	(f) Pocket books and pens (each per security officer)	19
	(g) Handcuffs	5
	(h) Serviceable cellular phones with sufficient airtime and camera	1
	(i) Pepper spray	4
	(j) Whistle	4
	(k) Occurrence books to be provided for the period of contract	4 At all times

## **4. OPERATIONS**

### **4.1 Private Security Industry Regulatory Authority**

4.1.1 The organization and owners must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).

*As proof thereof valid registration certificates must be attached with the bid.*

4.1.2 All Security officers employed by the service provider to render service must be registered as Security Officers in terms of The Private Security Industry Regulatory Act (Act 56 of 2001)

### **4.2 Supervision of Emergency Assistance**

4.2.1 The bidder must have a well-established and equipped (24) hour security control room.

4.2.2 The bidder must furnish details of equipment which is available in the security control room.

***NB: The Municipality holds the right to inspect such a control room.***

4.2.3 The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the municipal activities may be provided to the public or media by the successful bidder or any of his/her employees.

4.2.4 **No visitors will be allowed in the guard room, on the premises or in the vicinity of the guard room.**

4.2.5 **All security personnel, Directors and the Company itself shall be subjected to vetting.**

4.2.6 **Supervisor visit shall be required at least once per shift.**

## **5. GENERAL**

5.1 The following general requirements apply:

5.1.1 At all times Security Officers must present an acceptable image and appearance which implies, that they may not sit, lounge about, smoke, eat or drink while attending to employees of the Municipality and public

5.1.2 The Supervisors and Security Officers must at all times present a professional dedicated attitude. A professional dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behaviour towards them

5.1.3 The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties

5.1.4 The Municipality retains the right to ascertain from the Private Security Industry Regulatory Authority as to whether the Supervisors and Security Officers are in good standing with the Private Security Industry Regulatory Authority

### **5.2 Uniforms and identification**

5.2.1 The successful bidder shall undertake to ensure that each member of his/her security personnel will at all times when on duty be fully equipped in respect of

(a) A neat and clearly identifiable uniform of the company, which will include matching rain coats and overcoats for personnel performing duties outside the building

(b) Appropriate personal protective equipment (PPE)

(c) A clear identification card of the company with the member's photo,

name and employee number on it, worn conspicuously on his/her person at all times.

- (d) Alternatively the valid identification card issued by the Private Security Industry Regulatory Authority

### **5.3 Records on Security personnel**

5.3.1 Bidders must keep proper files as well as appropriate documents of all security personnel, who are employed to render the service to the Municipality available for inspection by representatives of the Municipality.

### **5.4 Registers to be utilized and maintained**

The successful bidder must ensure that the Occurrence Register, Asset register and Access Control Register / Forms, which are available on the site, is utilized and maintained as required:

All registers will be retained by the Municipality at the end of the contract.

5.4.1 **Occurrence Register** - The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for later reference

- (i) Compulsory Entries: All listed routine procedures such as patrols undertaken, handing over of shifts, etc., the procedures followed, by whom and the time of commencement. These entries must all be made clearly legible, in black ink
- (ii) All occurrence/events however important, slight or unusual, with reference to the correct time and relevant actions taken must be noted in a clearly legible black ink
- (iii) All security personnel activities - especially deviations in respect of the duty list - indicating particulars of the personnel and relevant times
- (iv) The issue and/or receipt of keys, indicating the time and by whom they were received and delivered
- (v) The unlocking/locking of doors/gates, indicating the time and by whom they were locked/unlocked

(vi) 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

(vii) **Occurrence register - Read** : After handing-over of the shifts, the personnel who has come on shift must make an entry that he / she has read the occurrence register in order to acquaint himself / herself with events that occurred during the previous shift

(viii) **All shifts by Supervisors and Management**: These entries must be done in legible red ink

(ix) Officials of the Municipality shall pass on in writing, all additional requests in respect of the rendering of the service

(x) Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side

#### 5.4.2 **Pocket Book**

(i) Apart from the occurrence book mentioned above the following registers shall be utilized by the Security Officers in rendering service to the West Rand District Municipality.

Purpose: The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard / officer during a turn of duty, for later reference.

Requirement: During their turns of duty all security personnel must have a pocket book on their possession

(ii) All occurrence / events, however important, slight or unusual, referring to the following:

1. Reporting on and off duty.
2. Nature of the incident.
3. Extent of occurrence or event.
4. The Security Officer should record any incident taking place during the execution of the duty.

5. Supervisor visiting the site should sign in the Security Officers pocket book to ensure that he / she visited the officers on site. Supervisor's entry should be in a red pen.

The pocket book also helps the Security Officer with his / her performance evaluation

5.4.3 **Shift Rosters** - Purpose: The purpose of the shift roster is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on duty

(i) Drawing up a shift roster: Daily, weekly, monthly shift roster of all security personnel must be drawn up by the successful bidder and kept on site where the service is rendered

(ii) Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialled, dated and noted in the occurrence register

(iii) **Duty sheet** - The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract

(iv) The successful bidder must have a fully expounded duty sheet available at each duty point of the site

5.4.4 **Access control register**: The purpose of the access control register is to record all visitors entering the premises, all departmental officials without identification cards, register all officials working after hours. This register is also applied during weekends and public holidays, and the following information should be recorded:

- Date and time of visit and departure
- Surname and full names of the visitor
- Proof of identification
- Vehicle registration number if applicable
- Purpose of the visit and the person to be visited
- Contact details of the visitor

The Security Officer on duty must ensure that all persons complete the register correctly. This means that the Security officer ensures the correct time and signature of the person is entered correctly.

Access to the building after hour must be checked and recorded correctly with full details of the officials.

5.4.5. **Asset Register**: The purpose of the asset register is to keep records of all asset movements, by recording the serial numbers, model and make of the assets including time, date the asset was moved from and into the premises

**5.5 Two-way radios and / or cellular phone:** The purpose of the two-way radio and / or phone is to ensure that there is immediate communication between the various duty points on the site and with the successful bidder's control room.

## **5.6 Contact with Municipal Representative**

(i) The Security Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Municipal Representative.

(ii) A meeting, where formal discussions can be held between the Municipal Representative and Successful Bidders Supervisor / Manager or Successful bidder himself / herself, must be held at least once a month. The Municipality will keep the minutes of the meeting.

(iii) The successful bidders shall furnish a monthly and quarterly report of the security service, incidents, etc. which transpired in the previous month to the responsible manager or delegated official in the West Rand District Municipality

## **5.7 Maximum shift hours**

No security personnel may be allowed to work a daily shift longer than (12) twelve hours.

## **5.8 Lost articles**

Definition: Lost articles found at the site and of which the ownership could not immediately be established.

All lost articles must immediately be handed in at the security control room on site for safekeeping and recorded in the occurrence book. Thereafter it must be handed to the Municipality's Representative.

## **5.9 Inspections**

5.9.1 A thorough inspection of the service shall be performed by Municipal officials as well as the successful bidder at least monthly.

5.9.2 The Municipality retains the right to evaluate the service rendered by the successful bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.

5.9.3 The Municipality retains the right to require from the successful bidder, that any of his / her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately. The Municipality will not be held responsible for

any damages or claims which may arise. The successful bidder indemnifies the Municipality against any such claims and legal expenses.

5.9.4 All security personnel shortages must be noted in the occurrence register by the relevant people as indicated in this document.

**NB:** The Municipality's representative will have the right to check at any given time whether sufficient personnel are available on site in terms of the conditions

#### **5.10 Labour unrest incidents**

5.10.1 Labour unrest on site: If the service is interrupted / or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the successful bidder, the parties must come to an agreement on methods to ensure continuation of the security service. The contingency plan of the Municipality will be in place.

#### **5.11 General**

5.11.1 The successful bidder's personnel must at all-time refrain from littering and they must keep the grounds / building / work area occupied by them clean, hygienic and neat.

5.11.2 Under no circumstances will any security personnel be allowed to trade on the premises.

#### **5.12 Additional requirements**

5.12.1 A direct line of communication must be established between the security control room (on-site) and the control room of the successful bidder.

5.12.2 **The contract is valid for a period of thirty-six months (36)** and the Municipality reserves the right to terminate the contract with immediate effect if the Successful bidder is not rendering the service in terms of the contract and service level agreement. This will be done in line with the policies of the West Rand District Municipality.

### **6. LEGISLATIVE REQUIREMENTS**

**Bidders must comply with the following Labour Legislations:**

6.1	All the prescribed conditions as per the Basic Conditions of Employment Act 75 of 1997 and as set out by National Bargaining Council for the Private Security Sector must be adhered to e.g. minimum wage;
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6.2	All the requirements as per Labour Relations Act no 66 of 1995
6.3	The Compensation for Occupational Injuries and Diseases Act no 130 of 1993;
6.4	The Unemployment Insurance Contributions Act, No. 4 of 2002;
6.5	The Unemployment Insurance Act no 63 of 2001;
6.6	The requirements of Private Security Industry Regulatory Act(PSIRA) 56 of 2001;
6.7	The Occupational Health and Safety Act 85 of 1993;
6.8	Employment Services Act,4 of 2014
6.9	Employment Equity Act 55 of 1998
6.10	National Minimum Wage Act 9 of 2018

## **7. OBLIGATIONS OF THE SUCCESSFUL BIDDER**

- 7.1 To oversee all security activities performed by security personnel;
- 7.2 To handle all problems experienced by security personnel on site;
- 7.3 To attend all problems regarding payments of Security Officers;
- 7.4 To ensure that there is always security equipment required on site according to the specification;
- 7.5 To ensure that Security Officers are given continuous training;
- 7.6 To train personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site;
- 7.7 To liaise with the Municipality's representative responsible for security services and where applicable with the representative on-site;
- 7.8 To provide adequate security personnel as required by the Municipality as stipulated In the contract.

7.9 Shortage of security personnel should be recorded in the occurrence book by the supervisor. Municipality shall also keep their own record with regard to shortage of Security Officers and recoveries will be done.

7.10 Ensures that successful bidder's security personnel are familiar and knowledgeable on how to handle emergency situations;

7.11 Ensures that registers are neat, legible and updated at all times;

7.12 Ensures that Security Officers are always in uniform and display their PSIRA registration cards;

7.13 Holds weekly meetings with his / her supervisor;

7.14 Holds monthly meetings with Municipality's representative;

7.15 Ensures that all security staff understands the needs and expectation of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the West Rand District Municipality;

7.16 Ensures that all security staff understands the *Batho Pele principles* and apply them at all times and present themselves well to the staff members and to the members of the public;

7.17 The successful bidder must, at his own expense, take out sufficient insurance cover against any claims, costs, loss and / or damage ensuing from his obligations and he must ensure that such insurance remains operative for the duration of this agreement;

7.18 A copy of such insurance contract shall be handed to the departmental representative on commencement of the service and every quarter for the duration of the contract;

7.19 The successful bidder may not, unless otherwise specified, make use of any of the State's equipment, aids and / or property, for purposes of compliance with the conditions, which equipment, aids and / or property include, *inter alia*, vehicles, stationery, rooms and furniture;

7.20 The successful bidder shall not erect or display any sign, printed material, painting, name plates, advertisement, and article or object of any nature

whatsoever, in or against Municipal buildings or sites or any part thereof without written consent from West Rand District Municipality.

**7.21 The Bidder must ensure that the security officers do the following:**

7.21.1 Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985);

7.21.2 Be responsible for the protection of State property on the site, and the protection of the said property against theft, fire and vandalism;

7.21.3 Protect the State's officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977);

7.21.4 Protect State information against any espionage and/or leakage of information to the wrong hands;

7.21.5 Control or report on the movement of persons or vehicles through checkpoints or gates;

7.21.6 Conduct searches on staff members, members of the public and, if necessary, restrain them;

7.21.7 Patrol the premises of West rand District Municipality mentioned in the contract;

7.21.8 React to emergency situations;

7.21.9 Ensure that security registers are up to date and kept legible and neat at all times;

7.21.10 Check and record all movement of assets in and out of the site;

7.21.11 Report on duty on time as mentioned by the Municipality;

7.21.12 Security Officers found guilty of any offence stipulated in this agreement shall be removed from site immediately

7.21.13 Avoid any conflicts with the staff members or members

of the public;

- 7.21.14 Report any lost and found goods and articles to supervisors;
- 7.21.15 Security officers who are under the influence of any intoxicated substance cannot be allowed on site and must act as emergency officers after hours and report immediately at all times to the Municipality's representative.
- 7.21.16 Report all incidents related to emergencies to the Municipality's representative immediately;
- 7.21.17 Record all incidents in an occurrence book and report to the successful bidder (including Public Holidays and weekends);
- 7.21.18 Regular reports to be made by radio to the security control room;
- 7.21.19 Refrain from disclosing any information about the municipality;
- 7.21.20 Security Guards must not be allowed to access IT networks, registers and communication networks;
- 7.21.21 Key control must **not** form part of their responsibilities;
- 7.21.22 Inspect the premises and the vehicles parked on the premises together with the relevant officials of the Municipality in the mornings and in the afternoons during shift changes;
- 7.21.23 Sign over all equipment and registers during shift changes;
- 7.21.24 Patrol the premises concerned and exercise crowd control (personnel protection included);
- 7.21.25 Visit all patrol points;
  - 7.21.25.1 Intervals between patrols must be done hourly;
  - 7.21.25.2 Patrols must not be done in the same sequence/duration;
  - 7.21.25.3 Time and route must be rotated and recorded;

- 7.21.26 During patrols the Security Officer should ensure that;
  - 7.21.26.1 All outside doors to the building must be closed;
  - 7.21.26.2 If there are any windows open on the ground floor special attention should be given to these windows;
  - 7.21.26.3 All vehicles doors are locked, windows are properly closed, boots are locked and that the spare wheels are not missing where fitted underneath vehicles;
- 7.21.27 Security Officers act as an authorized officer in terms of the Access to Public Premises and Vehicles Act. 1985(Act 53 of 1985).

#### **7.21.28 Duties at the gate**

- 7.21.28.1 All Municipality vehicles leaving the premises must be stopped and the security Officer must ensure that the driver of each vehicle is in possession of the vehicle's keys and trip authority must be complete in the Vehicle Register
- 7.21.28.2 Ensure that no person wanders or loiters around between the vehicles.
- 7.21.28.3 All employees and/or councillors entering/leaving the premises after hours must be authorised and complete the After-hours register.
- 7.21.28.4 The gates must be kept locked at all times after normal working hours unless an authorised person is collecting/delivering a vehicle.

### **8. INDEMNITY**

8.1 The successful bidder will be held liable for any damages or loss suffered by the Municipality, as a result of the successful bidder's own or his employees' negligence or intent, which originated on the site.

8.2 The Municipality shall not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the municipality's sites, even in cases where the loss originated as a result of negligence or

intent on the part of the Municipality.

8.3 The municipality is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Successful bidder, and which arise from or are the result of any act or Omission by the Successful bidder or an employee or agent of the Successful bidder in connection with the execution of the services in terms of this contract which may result in the following cases:

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

8.3.2 Damages to or destruction of any equipment or property of the successful bidder during the execution of their duties.

8.3.3 Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include.

8.3.3.1 Illicit frisking, arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.

8.3.3.2 Reserve the right to award the bid to a bidder who did not score the highest points.

8.3.3.3 Not make an award.

8.3.3.4 Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or the knowledge of the bidder), firm or company (the expression "person, firm or company" shall include an authorized employee or agent of such a person, firm or company):

a) Is executing a contract with government unsatisfactorily.

- b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the public service in connection with obtaining or executing a contract;
- c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of being found guilty of criminal offence.
- d) Has approached an office or an employee in the public service before or after bids have called for, to influence the award of the contract in his favour;
- e) Has withdrawn or amended his bid after the time set for the receipt and opening of the bid;
- f) When advised that his bid has been conditional accepted, has given notice of his inability to execute or sign the contract or furnish any security require;
- g) Has entered into an agreement or arrangement, whether legally binding or not, with any other person firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party;
- h) Has disclosed to any other person, firm or company the exact or appropriate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation for the bid; West Rand District Municipality may, in addition to any other legal recourse which it may have, cancel the contract between the department and such person, or firm or company and or resolve that no bid from such a person, firm or company will favourable considered for a specific period
  - i) The Municipality reserves the right to negotiate the final price.

**NB: There will be no price adjustments.**

Bidders must split their total bid price in three years, i.e.

- the total price for the first year;
  - the total price for the second year;
- The total price for the third year inclusive of the price adjustment (projections) as the total bid price will be firm for the duration of the contract.

**The bidders should also take note of the CPI clause from the Statistics South Africa's website and consider the Security officer's annual increase in the Sectoral Determination.**

## **9. CRITERIA FOR EVALUATION**

This tender process will be evaluated based on the 80/20 points system (**80 Points and 20 for Specific Goals**) in line with the PPPFA, PPR 2022, Supply chain Management Policy of WRDM and National Treasury guidelines.

### **9.1 Functionality Evaluation**

Bidders who obtain **less than 65 Points** in the functionality evaluation will be eliminated from further evaluation. WRDM will reserve the right to confirm the information given with other companies mentioned in bidders' documents. The evaluation will be based on the following:

## EVALUATION CRITERIA

Criteria	Maximum points Obtainable	Total points claimed by bidder
<b>Experience of Company</b>	<b>30</b>	
Company experience in security services		
5 – 8 Projects = 20		
9 – 11 Projects = 25		
12 Project or more = 30		
<b>NB: Bidders must attach a minimum of five appointment letters (or purchase orders) with corresponding reference letters/completion certificates for completed projects to claim points.</b>		
<b>Key Personnel</b>	<b>30</b>	
<b>Project Leader</b>		
Attach Grade A PSIRA certificate with a minimum of 5 years' experience in the security services industry = 10		
Attach Grade A PSIRA certificate with more than 5 years' experience in the security services industry = 15		
<b>NB: Bidders must attach CVs that clearly state relevant years of experience and valid PSIRA certificates to claim points.</b>		
<b>Team Supervisor</b>		
Attach Grade C PSIRA certificate with a minimum of 5 years' experience in the security services industry = 10		
Attach Grade C PSIRA certificate with more than 5 years' experience in the security services industry = 15		
<b>NB: Bidders must attach CVs that clearly state relevant years of experience and valid PSIRA certificates to claim points.</b>		
<b>Composition of Team</b>	<b>30</b>	
<b>Proposed security personnel for the project (20 officers/guards)</b>		
<b>Grade C Security Officers</b>		
9 CVs with Grade C PSIRA certificates for each security officer = 20		
<b>Grade D Security Officers</b>		
10 CVs with Grade D PSIRA certificates for each security officer = 30		
<b>Financial ability to execute the project (Bank rating)</b>	<b>10</b>	
Bank Rating A, B or C = 10		
D – E = 5		
<b>TOTAL</b>	<b>100</b>	

## IN-LOCO SITE INSPECTION CHECKLIST

### TO BE CONDUCTED BEFORE APPOINTMENT

<b>COMPANY NAME</b>	
<b>PHYSICAL ADDRESS</b>	
<b>CONTACT DETAILS</b>	

Bidders who comply with the administrative requirements and functionality will be evaluated in terms of stage 2 which is the site inspection of the bidder's premises. The checklist below serves as a guide to what the inspection will be conducted against:

Seq.	Requirement	Verified (Yes or No)	Comment
1	Existence of fully-equipped and functional office (control room) with basic e.g equipment, landline, desktop/ laptop, two-way radios, office furniture, etc.		
2	Proof of legitimate occupancy (proof of ownership or lease agreement may be provided)		
3	Existence of control rooms regionally, provincially and nationally)		
4	Security operating tools not limited to the following:		
	4.1 Complete Uniform (combat and corporate) and rain suits		
	4.2 Mounted firearm safe/s		
	4.3 Firearms and licences in the name of the company and competency certificates for all armed guards and director/s'of the company		
	4.4 Provide access to training facilities, i.e academy and shooting range for purposes of refresher courses		
	4.5 Hand-held metal detectors		
	4.6 A minimum of five branded company vehicles		
	4.7 Posters of the Basic Conditions of Employment Act must be displayed		
	4.8 Disciplinary procedure and Codes of Conduct must be available		
	4.9 Grievance procedures of the company must be available		
	4.10 Contingency Plans must be available.		
	4.11 Training programme for security officers		
	4.12 Human Resources Recruitment and Development Plans/ Strategies must be made available.		

All PSIRA compliance requirements related to effective management of security services will be required at the discretion of the municipality.

The inspection/s may be conducted on the address/s provided by the bidder in the bid documents. Any address not indicated or provided in the bid document will not be entertained.

## PRICING SCHEDULE

ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS PRICING SCHEDULE SHALL BE ACCEPTED

<b>SUPERVISOR (ONLY WHERE A FULL TIME SUPERVISOR IS REQUIRED)</b>	<b>FULL TIME (PER MONTH)</b>
Basic Salary	R
Provident Fund	R
Sick Leave	R
Skills Development Levy (SDL)	R
UIF	R
Bonus	R
Other allowance (please specify)	R
<b>Total</b>	<b>R</b>

<b>SECURITY OFFICERS (FULL TIME)</b>	<b>FULL TIME (PER MONTH)</b>
Basic Salary	R
Provident Fund	R
Sick Leave	R
Skills Development Levy (SDL)	R
UIF	R
Bonus	R
Other allowance (please specify)	R
	R
<b>Total monthly cost per security officer</b>	R
<b>Number of security officers</b>	R
<b>Total cost as per number of security officers</b>	R

<b>OVERTIME COSTS</b>	
<b>SUPERVISOR</b>	
<b>Saturday</b>	R
Number of sessions (refer to the tender document for specifications for after hours services)	R
<b>Sunday</b>	R
Number of sessions (refer to the tender document for specifications for after hours services)	R
<b>SECURITY OFFICER</b>	
<b>Saturday</b>	R
Number of sessions (refer to the tender document for specifications for after hours services)	
<b>Sunday</b>	R
Number of sessions (refer to the tender document for specifications for after hours services)	
<b>TOTAL COST FOR SECURITY OFFICER</b>	R
<b>TOTAL COST (SUPERVISOR AND SECURITY OFFICER)</b>	R

<b>SECURITY SERVICES</b>	<b>TOTAL COST PER MONTH</b>
Overheads	R
Total bid price for Year 1	R
Total bid price for Year 2	R
Total bid price for Year 3	R
Modular prefabricated guardroom	R
<b>Total Bid Price (All costs included)</b>	R

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**  
July 2010



**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
JULY 2010**

**NATIONAL TREASURY: Republic of South Africa**

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**  
**THE NATIONAL TREASURY: Republic of South Africa 3**

**General Conditions of Contract**

**1. Definitions** 1. The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL  
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- 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 have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL  
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- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

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

**3. General**

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

**4. Standards**

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

**5. Use of contract documents and information inspection**

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL  
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- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 7**

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

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

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

**14. Spare parts**

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

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

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Antidumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

**28. Limitation of Liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices:**

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

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

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