

# SAKHISIZWE LOCAL MUNICIPALITY



**BID NUMBER: SLM/SCM/2/2015/16**

**PROVISION OF SECURITY SERVICES**

**BID DOCUMENT**

**PREPARED AND ISSUED BY:**

**CONTACT:**

**DIRECTORATE: FINANCE: SCM UNIT**

**NAME: MS. Z. MADABANE**

**SAKHISIZWE MUNICIPALITY**

**TELEPHONE: 045 9311011**

**15 MACLEAR ROAD, ELLIOT, 5460**

**CLOSING DATE: TUESDAY, 7 MARCH 2017**

<b>NAME OF TENDERER:</b>	
<b>TOTAL BID PRICE (INCLUSIVE OF VAT)</b>	
<b>SARS PIN</b>	
<b>CSD REGISTRATION NUMBER</b>	

For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words) .....

.....

.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER:.....

SIGNED ON BEHALF OF THE BIDDER:.....

## **CHAPTER 1 : INVITATION TO BID**

**MBD 1**

### **INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SAKHISIZWE LOCAL MUNICIPALITY)

BID NUMBER: SLM/SCM/15/2016/17

CLOSING DATE: 7 MARCH 2017

CLOSING TIME: 12:00

DESCRIPTION: PROVISION OF SECURITY SERVICES

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**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

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BID DOCUMENTS MAY BE POSTED TO: Sakhisizwe Local Municipality  
P.O. Box 21  
ELLIOT, 5460

**OR**

DEPOSITED IN THE BID BOX SITUATED AT: Sakhisizwe Local Municipality  
15 MACLEAR ROAD  
ELLIOT, 5460

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8 hours a day, 5 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE ..... NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)**

SIGNATURE OF BIDDER .....

DATE.....

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

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** Sakhisizwe Municipality

**Department:** Finance Department/ Supply Chain Management Unit

**Contact Person:** Zisanda Madabane

**Tel:** 045 931 1011

**Fax:** 045 931 1361

**E-mail address:** [zmadabane@sakhisizwe.gov.za](mailto:zmadabane@sakhisizwe.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** M. Skade

**Tel:** 047 877 5200

**Fax:** 047 877 0000

**E-mail address:** [mskade@sakhisizwe.gov.za](mailto:mskade@sakhisizwe.gov.za)

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## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

<b>1. CHECKLIST</b>
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PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE QUOTATION DOCUMENT:

1.	<b>Authority to Sign a Bid</b> Is the form duly completed and is a certified copy of the resolution attached?	
2.	<b>General Conditions of Contract</b> Is the form duly completed and signed?	
3.	<b>General Conditions of Tender</b> Is the form duly completed and signed?	
4.	<b>Tax Clearance Certificate</b> Is an ORIGINAL and VALID Tax Clearance Certificate attached?	
5.	<b>MBD 4 (Declaration of Interest)</b> Is the form duly completed and signed?	
6.	<b>MBD 6.1 (Preference Points claim form for purchases/services)</b> Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	
7.	<b>MBD 7.2 (Contract form – Rendering of Services)</b> Is the form duly completed and signed?	
8.	<b>MBD 8 (Declaration of Past Supply Chain Practices)</b> Is the form duly completed and signed?	
9.	<b>MBD 9 (Certificate of Independent Bid Determination)</b> Is the form duly completed and signed?	
11.	<b>Specifications</b> Is the form duly completed and signed?	
12.	<b>Form of Offer</b> Is the form duly completed and signed?	
13.	<b>Declaration by Tenderer</b> Is the form duly completed and signed?	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

## 2. INVITATION TO BID

BID NOTICE 8/5/6

### PROVISION OF SECURITY SERVICES

SLM/SCM/15/2016/17

The Sakhisizwe Local Municipality seeks for the services of qualified and capable Service Providers for provision of security services

The minimum Terms of Reference are detailed in the Bid document.

Bid documents will be available from the Sakhisizwe Municipality website [www.sakhisizwe.gov.za](http://www.sakhisizwe.gov.za) under vacancies and tenders and can also be accessible on [www.etenders.gov.za](http://www.etenders.gov.za)

Compulsory briefing session will be on Thursday, 16<sup>th</sup> February 2017 @ 09:00 a.m 15 Maclear Road, Elliot 5460

Completed bid documents are to be placed in a sealed envelope clearly marked the **BID No SLM/SCM/15/2016/17**. and **Project Name PROVISION OF SECURITY SERVICES** and must be deposited in the Bid Box, situated at Finance Department, 15 Maclear Road, Elliot, 5460 not later than **12h00 on Tuesday 7<sup>th</sup> March 2017** at which all the BIDS will be opened in public.

The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (ActNo.5, 2000), and the regulations pertaining thereto (2011), as well as the Sakhisizwe Local Municipality's Supply Chain Management Policy 90/10 preference point system will be used. The bids will be evaluated in 2 stages, namely there are only two stages here where are

- Stage 1 - Functionality

Criteria	Weight	Values 1-5	Maximum Score
Capacity	30	Max 5	150
Proven Experience	30	Max 5	150
Registration	10	Max 5	50
Location of the office and Local Job Creation	20	Max 5	100
Total	90	Max 5	450

Bidders are to note that a Pre-Qualification evaluation will be undertaken. A minimum score of 80 points out of 100 must be scored in order to proceed to the Financial Evaluation.

- Stage 2 - Price and BBBEE Points  
Price 90  
BBBEE 10

#### **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS/COMPULSORY SUBMISSIONS:**

- All bids submitted should remain valid for a period of 90 days after the bid closing date;
- Original Valid Tax Clearance, or Code from SARS;
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement the bidders attention is drawn to Form MBD 6.1 whereby bidders other than EMEs must submit their original and valid B-BBEE Status level verification certificate or certified copy thereof, substantiating B-BBEE rating issued by a Registered Auditor approved IRBA or a Verification Agency accredited by SANAS, EMEs must submit a sworn affidavit. **Failure to do so will result in zero points score for BBBEE status level;**
- Certified copies of original company registration and certified ID documents of company directors, Detailed Company profile, **failure to do so will result in disqualification;**
- Joint Venture agreement(where applicable)
- **Failure to complete all supplementary information returnable schedules like MBD 4, MBD 8, MBD 9 and Form of Offer will result in the tender being eliminated. Invalid or non-submission of the documents listed in the Specification will lead to disqualification;**
- All prospective bidders must registered/eligible to register on the Sakhisizwe Local Municipality Database System of 2016/17 financial year, reference can be made to such documents and it is the bidders' responsibility to ensure that the document does exist and the verification of such registration will be done by the municipality and where the bidder is found not registered or has submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid;
- Bids must only be submitted on documentation provided by the municipality. Late , emailed, faxed and telegraphic bids will not be considered;
- All prospective service providers of goods and services and infrastructure procurement are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za> non registration will be regarded as non-responsive and be disqualified from the bid;
- All municipal rates and taxes of the renderer must be paid where the business has its head or regional office and rates clearance certificate not older than 3 months must be submitted with the bid, if the property is being leased by the bidder then lease agreement should be submitted.

All Technical Enquiries shall be addressed to Mr. M. Skade (Acting Community Services Manager) Sakhisizwe Local Municipality at 047 8775 200 or fax to 047 877 0000 / Email: [m-skade@sakhisizwe.gov.za](mailto:m-skade@sakhisizwe.gov.za)

**Sakhisizwe Local Municipality does not bind itself to accept the lowest or and bid and reserves the right to accept part or whole of the bid, at the rates quoted.**

SIFUNDO TUNZI  
ACTING MUNICIPAL MANAGER



**3. AUTHORITY TO SIGN A BID**

**1. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on \_\_\_\_\_ 20\_\_, Mr/Mrs\_\_\_\_\_ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of \_\_\_\_\_

(Name of Company) in his/her capacity as \_\_\_\_\_

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE :	
PRINT NAME :			
WITNESS 1:		WITNESS 2:	

**2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of \_\_\_\_\_ (name of firm).

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

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

By resolution of members at a meeting on \_\_\_\_\_ 20\_\_ at \_\_\_\_\_, Mr/Ms \_\_\_\_\_, whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) \_\_\_\_\_

FULL NAME OF MEMBER	RESIDENTIAL ADDRESS	SIGNATURE

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	

## **4. GENERAL CONDITIONS OF BID**

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**1. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

**2. BID FORM**

All bids shall be made on the bid forms incorporated in this document.

**3. COMPLETION OF BIDS**

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with SAKHISIZWE Local Municipality as early as possible during the bid period. Should any query be found to be of significance, SAKHISIZWE Municipality will inform all Bidders accordingly as early as possible.

**4. SUBMISSION OF BIDS**

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelopes clearly marked

**“Bid No: SLM/SCM/15/2016/17: PROVISION OF SECURITY SERVICES**

and the Bidder’s name and address, shall be delivered to SAKHISIZWE Local Municipality, 15 MACLEAR ROAD, ELLIOT, not later than 12:00 on 7<sup>TH</sup> MARCH 2017. Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

**5. DATA TO BE FURNISHED AT BID STAGE**

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

**6. WITHDRAWAL OF BIDS**

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by SAKHISIZWE Local Municipality before the closure of this bid.

**7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY**

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

**8. ACCEPTANCE OR REJECTION OF BIDS**

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven(7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

**9. SITE INSPECTION/BIDDERS MEETING**

Compulsory briefing session will be held on Thursday 16 February 2017 @ 09:a.m 15 Maclear Road Elliot

**10. FAILURE TO RETURN BID DOCUMENTS**

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

**11. TAXES AND LEVIES**

Bidders shall include Value Added tax (VAT) in their bid rates.

**12. EVALUATION OF BIDS (BASED ON PREFERENTIAL PROCUREMENT REGULATIONS 2011)**

Bids will be evaluated based on the 90/10 preference point system in terms of the Preferential Procurement Regulations 2011 and Regulations thereto. These points will be allocated as follows:

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

Price

90 points will be awarded to the bidder submitting to the lowest bid.

Preference

10 points will be awarded to the bidder submitting BB-BEE Certificate.

Functionality

**FUNCTIONALITY ASSESSMENT**

No.	Criteria	Weight	Value 1-5	Total
1.	<b>Capacity</b>	<b>30</b>		
	• Accessibility –Operational offices with land-line, fax or e-mail facility	5		
	• Proof of Fire-arm licenses	5		
	• Proof of ownership of at least 2 vehicle that will be used for the service	10		
	• Proof of ownership/lease of other security related equipment.	5		
	• Team to be on site	5		
2.	<b>Proven Experience</b>	<b>30</b>		
	• At least minimum of 2 maximum of 6 relevant successfully completed similar projects with written letter of good reputation from previous clients(5 points each)	30		
3.	<b>Registration</b>	<b>10</b>		
	• Registration with SIRA ( <b>Non-registration will lead to automatic disqualification</b> )	5		
	• Insurance and Indemnity(letter from the underwriter)	5		
4.	<b>Location of the Production Facility and Local Job Creation</b>	<b>20</b>		
	• Outside Eastern Cape	5		
	• Eastern Cape	10		
	• Sakhisizwe Local Municipality	20		
	(Copy of utility account e.g Municipality on the bidders name or current lease agreement of the premises)			
	<b>TOTAL</b>	<b>90</b>		

Returnable Documents (Non-Negotiable)

In order for your Bid to be considered for Functionality the following documents are required:

- Company Profile
- Certified copies of IDs of all directors
- Company founding statement
- A Valid Tax Clearance Certificate
- BBBEE certificate
- 4Current Municipal Account
- Registration Certificate with SIRA

Non submission of the above documents will lead to disqualification.

**13. BID VALIDITY PERIOD**

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

**14. ACCEPTANCE OF BID**

The Municipality does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

**15. PENALTIES**

In the event that the Contractor fails to produce registers as specified in Chapter 4 "Project Specifications, the Employer may withhold 10% of the invoice amount.

**16. CONTRACT ADJUSTMENT**

No contract adjustment will be allowed during this period and the rates are fixed.

**17. CONTRACT PERIOD**

The project is a 12 Months agreement.

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

## 5. GENERAL CONDITIONS OF CONTRACT-GOVERNMENT PROCUREMENT

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## General Conditions of Contract

### 1. Definition

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 product 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 of stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 “GCC” means the General Conditions of Contract.

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

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent. make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

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

#### **7. Performance**

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

#### **8. Inspection, tests and an analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or

- contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents, and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the rights of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 23 of GCC.

#### **9. Packing**

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

#### **10. Delivery and documents**

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

#### **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

## **14. Spare Parts**

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

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

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

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

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

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payment shall be made promptly by the purchaser, but in no case later than thirty(30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligation 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 contract 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 Suppliers 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 suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

## **24. Anti-dumping and countervailing**

- 4.1 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 Contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute, or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (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 in SCC.

**31. Notices**

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

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

**32. Taxes and Duties**

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

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

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

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

**6. PAST EXPERIENCE**

**PAST EXPERIENCE 1**

Service Providers must furnish hereunder details of similar projects/service, which they have satisfactorily completed in the past. The information shall include a description, Contract value and name of Employer with contactable references.

<b>EMPLOYER</b>	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>DURATION AND COMPLETION DATE</b>	<b>EMPLOYER CONTACT NO.</b>

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

<b>7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS</b>
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It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates 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](http://www.sars.gov.za)

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

**8. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state 1.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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, shareholder etc.)	
3.4.	Company Registration Number	
3.5.	Tax Reference Number	
3.6.	VAT Registration Number	

3.7.	Are you presently in the service of the state?	YES	NO
3.7.1.	If so, furnish particulars:		
3.8.	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1.	If so, furnish particulars:		

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

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

3.9.	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
3.9.1.	If so, furnish particulars:		
3.10.	Are you aware of any relationship (family, friend, other) between a 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
3.10.1.	If so, furnish particulars:		
3.11.	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

**9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)**

**NB:**  
**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.**

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R1,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.3.1. The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1. Price	90
1.3.1.2. B-BBEE status level of contribution	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

**2. DEFINITIONS**

- 2.1. "All Applicable Taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4. "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. "Comparative Price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. "Contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. "EME" means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10 "Firm Price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 "Functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "Non-firm Prices" means all prices other than "firm" prices;
- 2.13 "Person" includes a juristic person;
- 2.14 "Rand Value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 "Sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 "Total Revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.

- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

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

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

**Where:**

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4



8	1	2
Non-compliant contributor	0	0

5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a CERTIFIED COPY thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>	
6.1.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**2. SUB-CONTRACTING**

7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				

7.1.1.3. the B-BBEE status level of the sub-contractor?			
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO

### 3. DECLARATION WITH REGARD TO COMPANY/FIRM

<b>Name of Enterprise</b>			
<b>VAT registration number</b>			
<b>Company registration number</b>			
<b>TYPE OF ENTERPRISE <i>(Tick applicable box)</i></b>	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
<b>Describe principal business activities</b>			
<b>Company Classification <i>(Tick applicable box)</i></b>	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
<b>TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS</b>			

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

**10. MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES**

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**11. 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.

4.1 Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
4.1.1 If so, furnish particulars:		
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
4.2.1 If so, furnish particulars:		
4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b>	<b>No</b>
4.3.1 If so, furnish particulars:		
4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
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?		
4.7.1 If so, furnish particulars:		

--

**5. 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:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

**12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids 2 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). 3 Collusive bidding is a per 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION :**

In response to the invitation for the bid made by:

**SAKHISIZWE MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

*2 Includes price quotations, advertised competitive bids, limited bids and proposals.*

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

- (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 4 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:

f) prices;

g) geographical area where product or service will be rendered (market allocation

h) methods, factors or formulas used to calculate prices;

i) the intention or decision to submit or not to submit, a bid;

j) the submission of a bid which does not meet the specifications and conditions of the bid; or

k) bidding with the intention not to win the bid.

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		





## **PART B – SPECIFICATION AND PRICING SCHEDULE**

## 13. SPECIFICATION

### 1. BACKGROUND

Sakhisizwe Local Municipality has grown and developed as an institution. Consequently a couple of valuable assets have been purchased. Some are movable and some are immovable. There is also a lot of hard cash collected on daily basis. Considering afore-mentioned factors, it there-fore makes the institution vulnerable to criminal activities that will be perpetrated by criminal elements. That warrants the institution to be secured on twenty four seven basis.

### 2. IT IS RECOMMENDED

That appointed Security Company should provide Two (2) Supervisors with following qualifications

Grade B Certificate

Driver's licence Codes 8-10

Competence Certificate

Fire Arm Training

Supervisors will monitor and manage subordinate officers and facilitate banking on daily basis during work days.

The appointed Security Company should be able to deploy Officers with Grade C to Grade E Certificates. Twenty

Three of the Officers with Grade B-E certificate should have fire-arm training.

Subordinate Officers will be deployed to serve in the following Strategic Sites

#### a. ELLIOT UNIT

1. Elliot Pound 1 armed Officers (at night).
2. Elliot Municipality Offices 4 armed Officer.
3. Elliot Traffic Department 3 armed Officers.
4. Elliot Power Station 1 armed Officers.
5. Elliot Thompson Dam 1 armed at night
6. Elliot Library 1 armed officer

#### b. CALA UNIT

1. Ndondo Square Community Hall 1 armed Officer (at night).
2. Cala Pound 1 armed Officers (at night).
3. Cala Town Hall 3 armed Officers.
4. Cala Municipality Offices 4 armed Officers.
5. Cala Library 1 unarmed Officer.
6. Cala Landfill site 2 (1 armed at night)

The deployment of Officers should be based on a minimum of 24 shifts on months ending on the 30<sup>th</sup> and a minimum of 25 shifts on the months ending on the 31<sup>st</sup>. Banking of funds should be exercised on daily basis on strategic times. Such strategic considerations should be more convenient for our clients to continue doing business with us.

## **SPECIAL CONDITIONS OF A CONTRACT**

### **1. EQUIPMENT REQUIREMENTS**

- a. Means of communication (radio/cell phone) – 1 radio/cell phone per shift or 2 per period
- b. Occurrence Book, Equipment registers, Gate Control
- c. Batons – 1 per security officer
- d. Firearm – 1 per security officer when required
- e. Panic button per shift

### **2. SERVICE CATEGORIES**

Services may generally be divided into the following categories:

- a. Access control at vehicular gates/security car parks.
- b. Processing (searching) of passengers.
- c. Searching of designated areas.
- d. Patrol services.
- e. Control of vehicular traffic.
- f. Guard services

Specific functions will depend on local circumstances. Basic functions are described in the following paragraphs.

### **3. ACCESS CONTROL AT VEHICULAR GATES/SECURITY CAR PARKS**

- a. Ensure that the control point is neat and tidy during shift changes.
- b. Inspect and test all facilities and equipment and report any defects to the security manager.
- c. Security staff shall be conversant with normal procedures and permits required to enter the point.
- d. Ensure that the driver and passengers are in the possession of valid permits.
- e. Be polite towards all persons at all times but do not deviate from fixed procedures.
- f. Perform random searches on vehicles as specified in the Company (Contractor) operations procedures.
- g. In the event of any doubt or suspicion, contact the Shift Commander.
- h. Open the gate and allow the vehicle through if all requirements have been met.
- i. Report any irregularity noticed at the gate, in writing.
- j. Assist the driver to enter or exit car park.

### **4. PATROL SERVICES**

#### **Patrol of Sites after Hours**

- a. Inspect the vehicles and note any problems.
- b. Complete the patrol and perform all duties as specified in the Company procedures manual including inspection of the sites, confronting of all suspicious persons and investigation of suspicious objects, checking of permits, etc.
- c. Report all incidents by radio to the Shift Commander and subsequently in writing.

### **5. PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT**

The following facilities to be patrolled and secured:

- a. Offices
- b. Stores
- c. Plant Yard
- d. Car Park
- e. Traffic Department Premises
- f. Pound within the Elliot and Cala Site

- g. Halls
- h. Libraries

## **6. GUARD SERVICES**

- a. This service relates to the guarding of assets in accordance with standard practices and procedures in the security industry.
- b. All accommodation, facilities and services supplied to the Contractor by the Employer shall be operated and maintained by the Contractor to the satisfaction of the Employer. The bid price shall include for such services and no extra payment will be made to this effect unless specifically allowed for in the Schedule of Quantities.

## **7. RESTRICTIONS ON THE ERECTION OF STRUCTURES AND EQUIPMENT**

- a. The erection, installation or alteration by the Contractor of any structures including movable temporary office accommodation units which the Contractor may wish to erect for administrative and supervisory purposes and equipment in or on the site in terms of this contract shall be subject to the prior written approval of the Employer. No domestic housing facilities will be allowed on site.
- b. The Employer shall not be liable for any loss or damage to equipment supplied by the Contractor due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Contractor at his/her own cost.

## **8. GENERAL REQUIREMENTS WITH REGARD TO PERSONNEL UPON SIGNING A CONTRACT**

- a. All security staff shall be properly trained and equipped for their duties and shall be security cleared by the S.A. Police Services. All personnel shall be outfitted with uniforms and equipment necessary for the performance of their duties.
- b. The Contractor undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the Employer may approve in writing.
- c. The Contractor shall advise all his personnel or persons to be employed by him/her in the performance of the functions and/or duties in accordance with this contract of any security measures, which the Employer may from time to time prescribe.
- d. If the Employer at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Employer shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
- e. In such an event the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Employer; and
- f. Furthermore, if the Employer requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the Employer with all available information upon request.
- g. The Contractor shall appoint personnel capable of communicating with members of the public in the language dominant in the area and the Employer shall be entitled to require the Contractor forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Employer, comply with a reasonable linguistic standard.

## **9. SUPERVISORS AND SECURITY GUARDS**

### **9.1 SUPERVISORS**

The security staff employed by the Contractor at the various sites shall satisfy the following conditions:

- a. Supervisors shall be trained to at least Standard Ten (Std. 10) level.
- b. Supervisors shall have a good grounding in their post descriptions and duties.

- c. Supervisors shall at all times be capable of leading/controlling and supervising their subordinates.
- d. Supervisors shall be able to communicate, read and write

### **9.2 SECURITY GUARDS**

- a. Security guards shall be trained to at least Standard eight (Std. 8) level.
- b. Security guards shall be able to communicate, read and write.
- c. Security guards may not be younger than 18 years of age.

## **10. GENERAL PROVISIONS FOR SUPERVISORS AND SECURITY GUARDS**

- a. Supervisors and security guards shall have undergone and passed formal security training approved by SIRA.
- b. At all times supervisors and security guards shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- c. Supervisors and security guards shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary
- d. arguments with visitors/staff or discourteous behavior towards them.
- e. Supervisors and security guards shall be physically healthy and medically fit for the execution of their duties.
- f. Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001
- g. Supervisors and security guards shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Employer.
- h. Supervisors and security guards are prohibited from reading office documents or rummaging through records.
- i. No information concerning Employers activities may be furnished to the public or news media by the Contractor or his employees.
- j. The Employer reserves the right to ascertain from the S.A. Police Services whether security staff in his/her service possesses clearances, and to ascertain from the Private Security Industry Regulatory Authority (SIRA) whether the security staff are registered with SIRA.

## **11. SECURITY STAFF EQUIPMENT**

- a. The Contractor shall ensure that each member of his security staff will at all times when on duty be fully equipped in respect of:
- b. A neat and clearly identifiable uniform from the Contractor, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- c. A clear identification card from the Contractor, with the member's photo, identification and numbers on it, worn conspicuously on his person at all times.
- d. Alternatively: A clear identification card from the Contractor with the member's identity and file numbers on it, accompanied by his official Identity Document, worn on his person at all times.
- e. Service aids to be worn on the body at all times:
  - 1. Baton
  - 2. Handcuffs
  - 3. Whistle
  - 4. Pocket Book
  - 5. Pen
  - 6. Torch (at night)
  - 7. Radio – Hand Carried 2 Way
  - 8. Firearm

## **12. GENERAL REQUIREMENT**

- a. The Contractor must provide a 24 hour service during weekends and Public holidays and a 12 Hour service during normal working days.
- b. At his Headquarters, proper staff files of all security staff in his service who are employed for service shall be kept up to date by the Contractor and be available for inspections by the Employer. The appropriate documents shall include, inter-alia, scholastic, registration and medical certificates and security clearances.
- c. The Contractor shall implement an approved control system such as a clock card to provide physical evidence of the presence of all employees on site at all times. Data sheets shall be supplied to the representative at his request and shall be submitted with payment certificates.
- d. All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- e. Employees shall not work for more than 12-hour shifts.
- f. The Contractor shall at all times provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift and supervisors for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- g. Bidders shall include schematic diagrams of their command and control structure in their bids.
- h. The Contractor shall have detailed procedures manuals for all security functions available on site at all times. Procedures manuals shall be submitted for the approval of the Employer at the start of the Contract. Approval of the manuals will not relieve the Contractor from any of his obligations under the Contract. Should the Employer discover any deficiencies in the Procedures Manuals subsequent to his approval of such Manuals, he may order the Contractor to amend the Manuals to his satisfaction at the cost of the Contractor.
- i. The Contractor must establish communication linkage with the police.
- j. The Contractor shall check authorization letters for the removal of goods from the institution. Copies of the authorizations should be recorded and kept by the service provider.

### **13. TRAINING OF PERSONNEL**

- a. The Contractor shall provide the necessary training programmes including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Employer.
- b. Upon signing of Service Level Agreement, the Contractor shall submit full particulars, including proof of training, of all security personnel employed on site and shall not remove such personnel from the project or employ new personnel on site without the written approval of the Employer.
- c. New personnel must be mentored by existing personnel to allow for a proper induction phase.
- d. The Contractor is responsible for the training of his staff at the centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Employer's Emergency Co-ordinator.
- e. Should any employee of the Contractor not perform his duties to the satisfaction of the
- f. Employer, the Contractor shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.
- g. The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the specification. The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

### **14. SUPPLY AND MAINTENANCE OF EQUIPMENT**

- a. All equipment including hand held metal detectors, extend-eye mirrors, radios and other communication equipment, vehicles, arms and ammunition and any other equipment necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Contractor to the

satisfaction of the Employer and in accordance with the requirements of the National Key Point act No. 102 of 1980 where applicable.

## **15. SECURITY CONTROL CENTRE**

The Contractor shall provide a fully equipped and furnished temporal security control centre.

- a. The security control centre shall be in radio contact with security staff on all the sites and with the Representative of the Employer.
- b. The control centre shall be manned at all times unless otherwise agreed with the Employer

## **16. REGISTERS**

### **16.1 OCCURRENCE BOOK**

- a. The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the centre.
- b. The Contractor's security staff on duty shall make the following entries in the occurrence book: all listed routine procedures such as patrols undertaken, handing over of shifts, etc, mentioning the procedures followed, by whom and the time of commencement. These entries shall be made clearly legible, in blue/black ink.
- c. All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.
- d. All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.
- e. The issue and/or receipt of keys, specifying the time and by whom they were received or delivered.
- f. The unlocking or locking of doors or gates, specifying the time and by whom locked or unlocked.
- g. The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries.
- h. After the taking over of shifts, the first level supervisor shall make an entry declaring that he has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.
- i. All visits by second level supervisors and top management.
- j. These entries shall be done in red ink.

**Note:** *Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side. The Contractor shall store the completed (full) Occurrence Books until the end of the contract*

### **16.2 PEDESTRIAN REGISTER/ADMISSION CONTROL FORMS (WHERE APPLICABLE)**

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a. Date and time of visit.
- b. Admission and exit times of the visitor to and from the site.
- c. Surname and initials of the visitor.
- d. Home or work address of the visitor.
- e. Official Identity/Passport Number of visitor.
- f. Name of person to be visited.
- g. Purpose of visit.
- h. Brand, centre and number of firearm in visitor's possession (if any).
- i. Signature of the visitor.

### **16.3 VEHICLE REGISTER/FORMS (WHERE APPLICABLE)**

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a. Date of visit.
- b. Admission and exit time of visitor/vehicle to and from the site.
- c. Surname and initials of driver.
- d. Home or work address of the driver.
- e. Registration number of the vehicle.
- f. Name of person to be visited.
- g. Purpose of visit.
- h. Number of passengers.
- i. Brand, centre and number of firearm(s) in the vehicle (if any).
- j. Signature of driver.

**Security personnel are to check that all relevant details are completed and must also sign each entry.**

#### **16.4 PRESCRIBED REGISTER/FORMS**

The purpose of the prescribed register/forms is to execute effective checking and control at the centre in respect of Government property. The completion and keeping of a prescribed register/form at a site may be required from the Contractor by the Sub-directorate of Security Administration.

#### **16.5 ADDITIONAL PRESCRIBED REGISTERS/FORMS SPECIFIC TO THIS CONTRACT**

- a. **Gate Permits** –personnel removing any items from the premises must be in possession of a gate permit from Stores or Workshop indicating that he/she has permission to remove the items from the premises. Gate permits from the previous day are to be handed in at the office before 08h00 the following day.
- b. **Vehicle Inspection Form** – To be completed by the night shift for all vehicles on the premises. Dayshift to check vehicles when taking over from night shift. Forms from the previous day are to be handed in at the office before 08h00 the following day.
- c. **Checklist for Vehicles and Stores and Fuel Tanks** - To be completed by the night shift for all vehicles and equipment in Workshop yard. Dayshift to check vehicles and equipment when taking over from nightshift. Forms from the previous day are to be handed in at the office before 08h00 the following day.
- d. **Storage of Pedestrian and Vehicle Register Forms**
- e. The Contractor shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months these documents must be given to the employer for archiving.

#### **16.6 NOTEBOOK**

The purpose of the notebook is to note down all incidents occurring or observations made by a security person during a turn of duty, for later reference.

During their turns of duty all security staff shall wear a notebook on their persons.

The following information shall be noted down in the notebooks: All occurrences/events however, slight or unusual, referring to the following:

- a. Reporting on and off duty.
- b. Time of occurrence or event.
- c. Extent of occurrence or event.
- d. Relevant occurrence book number with due allowance for paragraph below.
- e. Follow up actions taken in respect of occurrence or event.
- f. All relevant information noted down in notebook shall immediately or directly after return from a Patrol, be copied into the occurrence book.
- g. The Contractor shall store the completed (full) notebooks for the contract period.



## **16.7 DUTY LIST**

- a. The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.
- b. Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the Contractor and kept in the security control office of each Centre where such service is rendered.
- c. Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book.

## **16.8 DUTY SHEET**

- a. The purpose of a duty sheet is to ensure that all security staff on duty are familiar with the duties as required in this agreement.
- b. The Contractor shall have available at the centre a fully expounded duty sheet per duty point.

## **17. OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

### **17.1 The contractor:-**

- a. acknowledges that it is fully aware of the terms and conditions of the Act;
- b. acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed and all equipment shall be used in accordance with the provisions of the Act,
- c. accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;
- d. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

17.2 The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

17.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

## **18. SERVICE LEVEL AGREEMENT**

It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

## **19. BREACH AND TERMINATION**

Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

## **20. LOSS AND DAMAGE**

Contractor hereby indemnifies the State, /Employer/ Institution and will hold the State harmless/Employer/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

## **21. TRANSFER MANAGEMENT**

Upon termination of the contract for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

## **22. SUB-CONTRACTORS**

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Employer (or any other authorized authority) and then only to a person and to the extent approved by the Employer or such authority and upon such terms and conditions as the Employer or such authority require. It is recorded that where such consent is given contractor shall remain liable to Employer for the performance of the Services.

## **23. STRIKES**

The Contractor undertakes that strikes by his personnel will not influence the rendering of this service.

## **24. INSURANCE AND INDEMNITY**

**The contractor shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to SAKHISIZWE LOCAL MUNICIPALITY which he/she is contracted to secure. The Contractor shall immediately inform the MUNICIPALITY of such loss, damage, destruction or theft.**

24.1 At all times during the term of this Agreement the Contractor shall carry and maintain in full force and effect the following:

Public and Products Liability coverage for bodily injury and personal injury ( which coverage shall include, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, violation of right of privacy), and property damage, with a combined single limit of liability of not less than R1 000 000, 00 ( One million Rand)

Vehicle insurance unlimited for bodily injury and property damage, coverage of R1 000 000, 00 (One million Rand) property damage.

24.2 The contractor shall furnish to the Employer upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the Contractor is in full compliance with all the above described insurance requirements (including the insuring of the Contractor's contractual liability under this Article) and that:

The Employer, its officers, agents and employees shall be named as additional insurers there under.

The Contractors policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner adverse to the Employer.

The Contractor's insurers waive rights of subrogation against the Employer, its officers, employees and agents to the extent of the contractors indemnification obligations set forth Herein: and

The Contractor's insurance policy is endorsed to include a cross-liability clause.

24.3 The Contractor agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

The Employer agrees that it will give to the Contractor prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, continently or otherwise, affects or might affect the Contractor and the Contractor shall have the right to participate in the defence of the same to the extent of its own interest

**Please Note: Tenderers should clearly demonstrate that they meet the above mentioned criteria as they will be used to determine the Prequalification score.**

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

**14. FORM OF OFFER AND ACCEPTANCE**

**FORM OF OFFER**

**FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

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

**SLM/SCM/15/2016/17: PROVISION OF SECURITY SERVICES**

b) The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

<b>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:</b>	
In figures:	R
In words:	

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

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:		DATE	
(Insert name and address of organisation)			
Signature of witness:			

**FORM OF ACCEPTANCE**

**4. ACCEPTANCE**

- a) By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- b) Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- c) The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
- d) Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).
- e) It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):			
Name(s):			
Capacity:			
For the Employer: Sakhisizwe Municipality, 15 Maclear Road, Elliot, 5460			
Name of witness:		Date:	
Signature of witness:			

**15. DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our quotation and that I / we elect domicillium citandi et executandi in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		
WITNESS 1	WITNESS 2	