Dear Sir / Madam

PROVISION OF SECURITY SERVICES 3 MONTHS CONTRACT

(Over R 30, 000.00 up to transaction value of R 200, 000.00 Vat Included)

Kindly furnish me with a written quotation for the Provision of Security Services 3 Months Contract. Documents are obtained at Supply Chain Management Office Finance Department in Elliot Offices or www.sakhisizwe.gov.za.

The quotation must be placed in the bid box situated at Sakhisizwe Municipality, Finance Department; 15 Maclear Road, Elliot not later than Friday, 28 March 2014 at 12h00.

The following conditions will apply:

a) The Sakhisizwe Municipality Supply Chain Management Policy will apply.
b) Returnable documents are stated in the document
c) All pages must be filled (N/A SHOULD BE STATED WHERE POSSIBLE)
d) Proposals which are late, or submitted by facsimile or electronically will not be considered
e) The municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
f) Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
g) Price(s) quoted must be firm and must be inclusive of VAT.
h) A firm delivery period and delivery amount must be indicated.
i) For all transactions exceeding R15 000, 00 your tax reference number at SARS must be furnished.
j) This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act 2011 and for this purpose the enclosed form MBD6.1 must be scrutinized, completed and submitted together with your quotation.
k) No quotations will be considered from persons in the service of the state.
l) The GCC will apply

Failure to comply with these conditions may invalidate your offer.

Yours faithfully

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THEMBENI SAMUEL
MUNICIPAL MANAGER
SAKHISIZWE MUNICIPALITY

Province: Eastern Cape
Municipality: Sakhisizwe Municipality
Project Name: Provision of Security Services 3 Months Contract
Project Manager: T.P. Nobongoza

SUMMARY OF BRIEF

Quotations are requested from Service Providers for Provision of Security Services 3 Months Contract for Sakhisizwe Local Municipality.

PROJECT SPECIFICATION

That appointed Security Company should provide 1 Supervisor with following qualifications
Grade B Certificate
Driver’s licence Codes 8-10
Competence Certificate
Fire Arm Training
Supervisor 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 Subordinate Officers will be deployed to serve in the following Strategic Sites.

Eleven (11) Security Guards including supervisor
- 3 Elliot Traffic Department (2 armed)
- 2 Cala Dam (armed)
- 1 Main Hall Cala (armed)
- 1 Indoor Sports Centre Cala (armed)
- 4 Main Offices Cala (2 armed)

RETURNABLE DOCUMENTS

- Certified ID copies of Directors of the company
- Company certificate
- Company profile
- Original valid Tax clearance certificate
- Methodology
- Most Recent Municipal Account
- Registration with SIRA

TIME FRAMES

The appointed service provider is expected not to exceed Three (3) month after the date of appointment to deliver the Services.
Payment will be made in the following milestones:

<table>
<thead>
<tr>
<th>Payment milestone</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 30 days after receipt of Invoice</td>
<td>100 %</td>
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</table>

1. **CRITERIA FOR EVALUATION OF PROPOSAL**

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
<th>BB-BEE</th>
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</thead>
<tbody>
<tr>
<td><strong>PRICE</strong></td>
<td>80 points</td>
<td></td>
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<tr>
<td><strong>BB-BEE</strong></td>
<td>20 points</td>
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</table>

**Functionality Assessment**

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Weight</th>
<th>Value 1-5</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td><strong>Capacity</strong></td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accessibility – Operational offices with land-line, fax or e-mail facility</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Proof of Fire-arm licenses</td>
<td>5</td>
<td></td>
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<tr>
<td></td>
<td>Proof of ownership of at least 1 vehicle that will be used for the service</td>
<td>10</td>
<td></td>
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<tr>
<td></td>
<td>Proof of ownership/lease of other security related equipment.</td>
<td>10</td>
<td></td>
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<tr>
<td></td>
<td>Team to be on site</td>
<td>10</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td><strong>Proven Experience</strong></td>
<td>20</td>
<td></td>
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<tr>
<td></td>
<td>At least minimum of 5 relevant successfully completed similar projects with written letter of good reputation from previous clients</td>
<td>20</td>
<td></td>
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<tr>
<td>3.</td>
<td><strong>Registration with SIRA (Non-registration will lead to automatic disqualification)</strong></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Insurance and Indemnity(letter from the underwriter)</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>80</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A bidder who is less than 60% points in respect of “Functionality” is not further considered for price.
YOU ARE HEREBY INVITED TO BID FOR PROVISION OF SECURITY SERVICES 3 MONTHS CONTRACT

BID NUMBER: SLM/SCM/30/2013/14  CLOSING DATE: 28/03/2014

CLOSING TIME: 12:00

DESCRIPTION: PROVISION OF SECURITY SERVICES 3 MONTHS CONTRACT

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

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

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Sakhisizwe Municipality, Finance Department 15 Maclear Road, Elliot, 5460

Bidders should ensure that bids are delivered timorously 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

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 SUBMITTED? (MBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES or 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 ACCREDITATION SYSTEM (SANAS); OR..........................
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 or 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:

Department: Finance Department Supply Chain Management

Contact Person: Zisanda Madabane

Tel: 0459311011

Fax: 0459311361

E-mail address: zmadabane@sakhisizwe.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: T.P Nobongoza

Tel: 047 877 5227

Fax: 047 877 0000

E-mail address: tpnobongoza@sakhisizwe.gov.za
SPECIAL CONDITIONS OF 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

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:
   - Elliot Traffic Department
   - Cala Dam
   - Main Hall Cala
   - Indoor Sports Centre Cala
   - Main Offices Cala
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 bidded 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**

   **11.1 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

11.2 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 arguments with visitors/staff or discourteous behavior towards them.
d. Supervisors and security guards shall be physically healthy and medically fit for the execution of their duties.
e. 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 Employer, the Contractor shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.

f. 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 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

a. 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.

16.1 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.

16.2 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.

16.3 PRESCRIBED REGISTER/FОРMS

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.

16.4 ADDITIONAL PRESCRIBED REGISTERS/FОРMS 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

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.

16.5 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.

16.6 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.

16.7 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 (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.

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<tr>
<th>SIGNATURE:</th>
<th>NAME (PRINT):</th>
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<tbody>
<tr>
<td>CAPACITY:</td>
<td>DATE:</td>
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<tr>
<td>NAME OF FIRM:</td>
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</table>
It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “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 acceptable.

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.

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

**NB:** BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the……………………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:

<table>
<thead>
<tr>
<th>POINTS</th>
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<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
<td></td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td></td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and 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.

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

## 2. DEFINITIONS
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, skill 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.

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
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:

\[
Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)
\]

Where

- \(Ps\) = Points scored for comparative price of bid under consideration
- \(Pt\) = 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
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<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<tr>
<td>3</td>
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<td>6</td>
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<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTIONCLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 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).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES/NO(delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

..................................................%

(ii) the name of the sub-contractor?

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

(iii) the B-BBEE status level of the sub-contractor?

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

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

.............................................................................................................. : 

9.2 VAT registration number

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

9.3 Company registration number

.............................................................................................................. : 

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business?
........................................................................

9.8 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
WITNESSES:

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

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

2. ..................................................

DATE:...........................................

ADDRESS:......................................
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/30/2013/14: PROVISION OF SECURITY SERVICES 3 MONTHS CONTRACT

b) The tendered, 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.

<table>
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<tr>
<th>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:</th>
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<tr>
<td>In figures: R</td>
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<tr>
<td>In words:</td>
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</table>

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.

<table>
<thead>
<tr>
<th>Signature(s)</th>
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<tbody>
<tr>
<td>Name(s)</td>
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<td>Capacity</td>
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<tr>
<td>Name of tenderer:</td>
<td></td>
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<tr>
<td>Name of witness:</td>
<td>DATE</td>
</tr>
<tr>
<td>(Insert name and address of organisation)</td>
<td></td>
</tr>
<tr>
<td>Signature of witness:</td>
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</tbody>
</table>
3. 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.

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<th>Signature(s):</th>
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<tbody>
<tr>
<td>Name(s):</td>
<td></td>
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<tr>
<td>Capacity:</td>
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</table>

For the Employer: Sakhisizwe Municipality, 15 Maclear Road, Elliot, 5460

<table>
<thead>
<tr>
<th>Name of witness:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Signature of witness:</td>
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</table>
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 domicillum 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.

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<th>SIGNATURE</th>
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<th>NAME OF FIRM</th>
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<tr>
<th>WITNESS 1</th>
<th>WITNESS 2</th>
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</table>
PAST EXPERIENCE 1

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>NATURE OF WORK</th>
<th>VALUE OF WORK</th>
<th>DURATION AND COMPLETION DATE</th>
<th>EMPLOYER CONTACT NO.</th>
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…………………………….. ..................................... .……........

DATE

SIGNATURE OF BIDDER
1. Any legal person, including persons employed by the state¹, or persons having a
kinship with persons employed by the state, including a blood relationship, may make
an offer or offers in terms of this invitation to bid (includes an advertised competitive
bid, a limited bid, a proposal or written price quotation). In view of possible allegations
of favouritism, should the resulting bid, or part thereof, be awarded to persons
employed by the state, or to persons connected with or related to them, it is required
that the bidder or his/her authorised representative declare his/her position in relation to
the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a
relationship with persons/a person who are/is involved in the evaluation and or
adjudication of the bid(s), or where it is known that such a relationship exists
between the person or persons for or on whose behalf the declarant acts and
persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: …………………………………………

2.2 Identity Number:…………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder², member):
……………………………………………………………………………………………………..

2.4 Registration number of company, enterprise, close corporation, partnership agreement
or trust:
……………………………………………………………………………………………………..

2.5 Tax Reference Number: ……………………………………………………………… ……….

2.6 VAT Registration Number: ……………………………………………………… ……………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity
numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must
be indicated in paragraph 3 below.

¹“State” means –
(a) 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);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?  YES / NO
2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1 If so, furnish particulars.
2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

…………………………………………………………………………….
…………………………………………………………………………….
…………………………………………………………………………….

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.......................................................  .......................................................  
Signature                           Date

.......................................................  .......................................................  
Position                           Name of bidder
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  ........................................
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.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>COMPLETION DATE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
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</table>

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

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

NAME (PRINT) ………………………………………

SIGNATURE ………………………………………

OFFICIAL STAMP

WITNESSES
1 ………………………………………
2 ………………………………………
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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<tr>
<td>4.2</td>
<td>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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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</table>
CERTIFICATION

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

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

......................................................... .................................
Signature                                                      Date

......................................................... .................................
Position                                                      Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a \textit{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 must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_________________________ _____________________
(Bid Number and Description)

in response to the invitation for the bid made by:

_________________________ _____________________
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:___________________________ _____________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

7. 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.

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

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

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

................................................. .................................................
Signature                                    Date

................................................. .................................................
Position                                    Name of Bidder

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