# GEORGE MUNICIPALITY



#### **BID DOCUMENT NUMBER: COM 044 OF 2024**

#### THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE **PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION(VIP) ACROSS THE CITY OF GEORGE FOR A PERIOD NOT EXCEEDING 36** MONTHS ON AN ASANDWHEN REQUIRED BASIS

ISSUED BY:

P O BOX 19

GEORGE 6530

ENQUIRIES: Mr Richard Von Willingh MUNICIPALITY OF GEORGE YORK STREET GEORGE (044) 801 6350 SUMMARY FOR TENDER OPENING PURPOSES NAME OF BIDDER: ..... SUPPLIER DATABASE NO.: MAAA ..... TOTAL PRICE (INCLUDING VAT 15%) R **ONLY GUARDING (3 YEARS)** TOTAL PRICE (INCLUDING VAT 15%) R ONLY LAND INVASION TOTAL PRICE (INCLUDING VAT 15%) R ARMED RESPONSE TOTAL PRICE (INCLUDING VAT 15%) R **VIP PROTECTION** PREFERENCES CLAIMED FOR: B-BBEE Status Level of Contributor and Point Claimed: Level: Point Claimed: Locality Status and Point Claimed: Point Claimed: Locality: \_\_\_\_\_ B-BBEE certificates submitted with the tender document MUST be VALID

**ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES** 

# **TENDER CLOSES AT 12H00 ON FRIDAY, 28 FEBRUARY 2025**

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# **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

<u>Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.</u>

Name of Bi	dding Company:	Mark choice of correspondence with X
Postal Address:		
	Postal Code:	
E-mail Address:		
Telephone Number:		
Cellular Number:		
Facsimile Number:		

# GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT TENDER NUMBER / NOMMER:COM 044/2024

Tenders are hereby invited for:

THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICESAND EXECUTIVE PROTECTION (VIP) ACROSS THE CITY OF GEORGE FOR A PERIOD NOT EXCEEDING 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS

**"Tender No. COM 044/2024: Provision Of Security Services**" must be placed in the tender box at the GEORGE MUNICIPALITY on the **First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George** by no later than **12:00 on Friday, 28 February 2025**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked Tenders will not be considered. Telegraphic, telephonic, telex, facsimile, e-mail and late Tenders will not be accepted.

A compulsory clarification meeting with representatives of the Employer will be held at the **Banquet Hall of George Municipality, 71 York Street**, **George at 11:00 on Thursday, 06 February 2025 at 11h00.** Tenderers should be represented at the meeting by a **technical employee from the prospective Tenderer** who is suitably qualified and experienced to comprehend the implications of the work involved.

Tender documents are available on the George Municipality's website: <a href="http://www.george.gov.za">www.george.gov.za</a>, free of charge or payment can be made into the Municipality's bank account and the proof e-mailed to <a href="http://www.george.gov.za">csowww.george.gov.za</a>, free of charge or payment can be made into the Municipality's bank account and the proof e-mailed to <a href="http://www.george.gov.za">csowww.george.gov.za</a>, free of charge or payment can be made into the Municipality's bank account and the proof e-mailed to <a href="http://www.george.gov.za">csowwww.george.gov.za</a>.

Account	PUBLIC SECTOR MANAGED ACCOUNT	Account Number	62869623150
Account Status	Active Account - The account is currently open and transacting		
Branch Code	210114 Branch Name GEORGE, C.P. 2		GEORGE, C.P. 229
Swift Code	FIRNZAJJ	Date Opened	2020-10-01

Only Tenderers that meet the following eligibility criteria may respond:

- 1. Only tenders scoring a minimum of **38.00** out of **50** points in stage 1 wil be considered for evaluation in stage 2. Stage 2 consist of price and preference points (B-BBEE status and Specific goals: Locality).
- 2.A Bidder must have a current and valid PSIRA registration with the Private Security Industry Regulatory Authority of South Africa and shall remain registered for the duration of the contract.
- 3. The successful bidder must establish an office and a control room in the George Municipal area within 1 month of the award.

#### Tenderers who fail to comply with these conditions will be disqualified.

Tenders will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and the George Municipality's Supply Chain Management Policy. The 90/10 preference point system will apply, where 90 points will be scored for price and 10 points for preference (B-BBEE status and Specific Goals: Locality).

For more information, contact Mr Richard Von Willingh at 044 – 801 6350, or email address: ravonwillingh@george.gov.za.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for the Tenderer's tax compliance information must be submitted with the tender document.

MR G LOUW ACTING MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530

# **INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION(VIP) ACROSS THE CITY OF GEORGE FOR A PERIOD NOT EXCEEDING 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS

BID NUMBER: COM044/2024

CLOSING DATE: 28 FEBRUARY 2025

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit The Civic Centre (1<sup>st</sup> Floor) York Street GEORGE

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 open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

#### B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they 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.

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

This Bid will be evaluated and adjudicated according to the following criteria:

- 1. Relevant specifications;
- 2. Value for money;
- 3. Capacity to execute the contract;
- 4. PPPFA Regulations 2022.

NB:NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

# DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	
	Postal Code
Physical address	
Contact Details of the <b>Person</b> <b>Signing the Tender</b> :	Name:
Contact Details of the <b>Senior</b> Manager Responsible for Overseeing Contract Performance:	Name:
Contact Details of <b>Person</b> <b>Responsible for Accounts /</b> <b>Invoices</b> :	Name:

# DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer:\_\_\_\_\_

Date:

# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / **MEMBERS / PARTNERS**

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

Held at \_\_\_\_\_\_ on \_\_\_\_\_ (Place) (Date)

#### **RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

#### TENDER NUMBER: COM044 /2024

THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION(VIP) ACROSS THE CITY OF GEORGE FOR A PERIOD NOT EXCEEDING 36 MONTHS ON AN AS AND WHEN **REQUIRED BASIS** 

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows:

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

	NAME	OF TENDERER	
Held at		on	
	(Place)		(Date)

#### **RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

#### **TENDER NUMBER: COM044 /2024**

#### THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION(VIP) ACROSS THE CITY OF GEORGE FOR A PERIOD NOT EXCEEDING 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

			and
			and
2.	Mr/Mrs/Ms		
	In his/her capacity as		
	and who will sign as follows:	(SPECIMAN SIGNATURE)	

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium** / Joint Venture enterprise mentioned above.

- 3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
- 4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

# JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES NO
CIDB Registration Number(s), if any:	

# Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE

#### SCHEDULE OF SUB-CONTRACTORS

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.

Sub-Contractor's Name	Work Activities to be undertaken by the Sub- Contractor/s	Work Recently Executed by Sub- Contractor/s

# PURPOSE:

The purpose of this document is to present the Terms of Reference for the appointment of a Panel of armed and unarmed security service providers to safeguard Vacant land, Municipal infrastructure and also provide a VIP protection function for a period of Three (3) years.

The Armed guarding, Safeguarding of Vacant land and VIP protection will be on an as and when needed basis.

## Service providers may apply for all or individual parts of the tender i.e

PART A: Physical guarding

- PART B: VIP Protection
- PART C: Armed guards
- PART D: Anti-Land Invasion

The tender for Physical guarding is furthermore divided into various regions of the George Municipal area.

# PART A: PHYSICAL GUARDING

## BACKGROUND:

The George Municipality seeks to ensure a conducive and safe working environment for its employees by providing comprehensive security (guarding)services to its buildings. These buildings must be secured in accordance with the Control of Access to Public Premises and Vehicles Act 53 of 1985 and the Minimum Physical Security Standards.

Applicable Acts and Regulations.

- Promotion of Administrative Justice Act, (Act 3 of 2000)
- Criminal Procedure Act, (Act 51 of 1977)
- Occupational Health and Safety Act, (Act 85 of 1993)
- Private Security Industry Regulations Act, (Act 56 of 2001)
- Control of Access to Public Premises and Vehicles Act, (Act 53 of 1985)
- Trespass Act, (Act 6 of 1959)
- Information Act, (Act 70 of 2002)
- Labour Relations Act, (Act 66 of 1995)
- Employment Equity Act, (Act 55 of 1998)
- Minimum Information Security Standards (MISS), 1996
- Fire-Arm Control Act, (Act 60 of 200) as amended
- Minimum Physical Security Standards (MPSS), 2009
- Animal Protection Act, (Act 71 of 1962)
- The Arms and Ammunition Act, (Act 75 of 1969) as amended

• Electronic Communications Security Act, (Act 68 of 2002).

# **REQUIREMENTS FOR PHYSICAL SECURITY OFFICERS**

- Security Officers should be able to conduct access control as per the Control of Access Public Premises and Vehicles Act, Act 53 of 1985 and the Site security requirements.
- The Security Officers should be orientated on basic customer service excellence as per the requirements of the Municipality.
- A meeting between the Security Manager and the Municipal Security supervisor should be held once a month to address any operational and management issues.
- Supervisors and security officers must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to people.
- To ensure the safety and security of Municipal personnel, Councillors and clients, as well as securing Municipal Property and equipment.
- It is required that Supervisors would visit each allocated Site at least 2 (two) times per shift.
- The code of conduct for security officers as per Act 56 of 2001 of the Private Security Industry Regulating Authority shall apply.
- George Municipality expects the highest standards of conduct from the security staff.
- Security staff must always be alert, vigilant and professional in their approach and actions.
- Deviations from the Code of Conduct as prescribed by the Private Security Industry Regulating Authority, will be regarded as extremely serious and may be enough reason to ask the Service provider to remove the guilty person permanently from the site.
- The security officer responsible for apprehending any person for any criminal activity will be expected to testify in court or in a disciplinary hearing.
- The Department encourages gender equity and a balance of male and female Security Officers on sites where this can be accommodated.
- Supervisors and security officers must always have a professional approach to security tasks, including avoiding arguments with visitors/staff or discourteous behaviour towards them.
- Supervisors and security officers must be physically and medically fit for the execution of their duties.
- No information concerning George Municipal activities may be furnished to the public or media by the Service provider and his/her employees.
- George Municipality reserves the right to ascertain from the South African Police Services (SAPS) whether Security staff are free from Criminal records as well as the Council of Security Officers whether the security personnel are registered with the Council.

The successful bidder undertakes to ensure that each member of his / her security personnel will always, when on duty, be fully equipped in respect of:

- A neat uniform which is clearly identifiable: All security officers on site must be dressed in the Service provider's uniform.
- A clear identification card of the company should always be worn conspicuously by/security personnel.
- The guards will work closely with other security or Law Enforcement services / agencies such as SAPS, and co-operate with the Occupational Health and Safety Coordinator, Law Enforcement and /or Fire department should any emergency, threat or critical situation arise.

## **Description Quantity**

Service aids to be in possession of the below items all times during guard duty, such as:

- Occurrence Book per site.
- Battery operated/ Rechargeable Torch (at night.)
- Two-way radio with earpieces for confidentiality and no disturbance to staff.
- Reflector Vests.
- Batons.
- Handcuffs.
- Pepper spray.
- Pocket book.
- Handheld Metal Detectors when and if required.
- Stationary as identified.
- Access control Book
- Instruction/ Information book
- 4 Vehicles (2x 4x4 vehicles for site visits and 1 vehicle for administration and Management(not branded) and 1 standby Vehicle), pictures of vehicle for this project must be attached to this tender document.
- Vehicles must be registered in owner or companies name, or rental agreement must be attached, all vehicles must undergo roadworthiness once a year and prove must be submitted.

# OCCURRENCE BOOK

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

- Compulsory occurrence book entries: The security personnel on duty must make the following entries in the occurrence book:
- All listed routine procedures such as patrols undertaken, handing-over of shifts, etc, mentioning the procedure followed, by whom and the time of commencement. These entries must be legible in blue or black ink.
- All security personnel activities, especially deviations.
- The issuing and /or receipt of keys, indicating the time and by whom it was received or delivered.
- The locking and unlocking of doors or gates, indicating the time and by whom it was locked or unlocked.
- The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and service aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
- The supervisors doing inspections will also sign the Register after clocking at the two points, ensuring the site is safe and there are no occurrences that needs immediate attention. This clocking point system must be available on request.

# ADMISSION CONTROL REGISTER OR FORMS.

The purpose of the admission control register or forms is to have information readily available regarding persons and vehicles admitted to the site. This is vital should there be occurrences which might lead to a judicial enquiry.

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

- Date of visit.
- Admission and exit times of the visitor to and from the site.
- Surname and initials of the visitor.
- Home or work address of the visitor.
- Person or Department to be visited.
- The purpose of the duty list is to serve as proof that all personnel, who should be on duty per shift are on duty.
- Duty lists for all sites will be drawn up and provided to the Municipality on a weekly basis.

# **TWO-WAY RADIOS**

• The purpose of radio communication is to establish immediate communication between the different duty points and control on the site,

as well as between control on the site and control at the successful bidder's headquarters.

• Radios must be ICASA approved, operating on a VHF frequency with a minimum output of 4 to 5 watt.

# **CLOCK POINTS**

- The purpose of clock points is to ensure that patrolling at the site takes place correctly according to instructions and site requirements.
- Clock points shall be provided by the successful bidder.
- The successful bidder must ensure that the clock system will be operated as intended, by providing all the information regarding patrolling actions on site.
- The Bidder will furthermore undertake to ensure that the system is always operative.
- The information gathered from this system must be available to the Law Enforcement Department on request.

# LOST ARTICLES

• Lost articles or articles found at the site and for which ownership cannot be established

immediately must be handed in at the control room.

• All lost articles handed in at the control room must be recorded in the occurrence book, after which it must be handed to the departmental representative.

# TRANSPORTATION OF GUARDS

- Security officers must be provided with suitable transport when reporting for and when going off duty at the Site.
- Vehicles must be fully serviced as per manufacturer's standard and be designed for Staff transport.
- No security officer will be transported in any other vehicle, other than the passenger transport vehicles for the duration of the contract.
- Applicable Health regulations as well as the health and safety protocols must be adhered to when staff are transported.
- No self-posting will take place.

# COMMUNICATION SYSTEM (COMPANY'S CONTROL ROOM)

- The bidder must ensure effective communication between the company's control room and the security officers on duty.
- This must be enforced to ensure smooth operations.
- Written entries to this effect must be made in the occurrence books kept at the control room.
- Such records will be checked on a regular basis.
- The Municipality must be able to communicate with any Security Control Room on a 24-hour basis.

# SERVICE LEVEL AGREEMENT

- The bidder will be required to enter into a Service Level Agreement (SLA) with George Municipality.
- Such SLA will also include penalties or termination of contract, associated with the service provider's failure to provide the required service accordingly.

# PROFILE OF GUARDS:

- P.S.I.R.A registration must be submitted to the Manager: Law Enforcement prior to training or posting of a security guard.
- Minimum academic qualification is grade 10.
- Must be able to work independently.
- Must have the minimum of 2 years appropriate experience.
- Must be able to communicate, in the two official languages of the Western Cape, and able to write in the business language of the George Municipality which is English.
- Must be physically fit.
- Be strong enough to physically remove unwanted persons.
- Be assertive enough to enforce security measures as required.
- Regular training and assessment of officers.
- Must be a South African Citizen, in possession of a valid South African Identity card or book.

# DUTIES

Detailed activities to be carried out for each post will form the basis of a site procedure manual at each post. These job descriptions will include procedures to be followed. The security objectives for each task must be clearly defined and will form the basis of deciding on the key result areas for each job.

- Protecting staff, visitors and property against the harmful actions, by word or deed of other parties.
- They must be vigilant and, if necessary, use any means of legal force to protect property and personnel against any attempt by any person who unlawfully enters the premises of George Municipality.

# PATROLLING

- A pro-active method of observing the environment for any form of security threat or other hazard (e.g. safety hazards which may have the potential to cause damage to property or injury to people).
- Sustained vigilance and discipline are of utmost importance.
- High visibility must be maintained by regular patrolling as this acts as a deterrent to possible criminal intentions.

# Purpose of patrols

- To ensure that all vulnerable points or key areas are frequently visited and to maintain security against intrusion by unauthorised persons.
- To check for intruders and to identify strangers and ascertain their authorisation to be present in that area or building.
- To check the perimeter fences.
- To check that all external doors, windows and gates are secure each time the patrol passes.
- A physical inspection of each point is required.
- To ensure the safety of all keys entrusted to the patrol.
- To perform periodic internal and external patrols.

# Patrol methods

- Patrols must be methodical and meticulous.
- The guards on patrol must be given clear and concise instructions as to their duties and how the patrol is to be performed.
- The extent and timing of patrols should be varied and must not form a routine.
- The person on patrol must report his position with hourly written entries in the occurrence register.
- George staff and Councillors will use the recognised methods of identification, such as the Bio-metric readers. If staff cannot identify themselves, they must be treated as if they are visitors.
- Nobody will be allowed to bring anything that is prohibited (e.g. firearms and alcohol) onto the premises.

- Nobody will be allowed to carry out any activity on the premises that is prohibited by the George Municipality.
- All documents accompanying delivers or collections must be checked for correctness. Patrolling of areas to be monitored with electronic patrolling equipment to ensure a track record of all patrols.
- Should the need for trained patrol dogs be identified for certain sites, a valid PAPA (Performing Animals Protection Act, 2016 (Act No 4 of 2016) Licence must be produced.

## Entrance control

- To ensure that no unwanted or unauthorised persons enter the premises or part of the premises.
- All visitors to any Municipal building will be subject to the Control of Access to Public Premises and Vehicles Act 53 of 1985, and subject to searches, procedures and safety protocol which the Municipality deems fit, for continued safety. Nobody will be allowed to bring anything that is prohibited (e.g. Firearms) onto the premises.

# **Egress Control**

- Be vigilant and use all available methods to ensure that people and vehicles leaving the premises do not remove property or equipment of George Municipality in an unauthorised manner.
- Searching of vehicles and persons must be done in terms of the relevant legislation regulating the searching of persons and property.

# Tasks

- Exercise strict control over all visitors.
- Control of motor vehicles parking on the building premises, especially vehicles which may be an obstruction.
- Removal of any unruly and abusive persons from the premises.
- Protection of personnel, Councillors, visitors and property.
- Respond to the internal alarm system. Contact the identified Control Rooms.
- Confront all suspect persons and determine whether they are authorised to be on the premises.
- Act whenever Schedule1 offences are committed or are about to be committed.

- Removing of unwanted persons from the premises will form part of the security function.
- Prevent unauthorized erection of shelters / structures on the Premises.
- Any other site requirement as identified per Site.

# Site Inspection

- The successful bidders will be invited to visit the sites, where the specific security requirements for the site will be discussed.
- This visit will be co-ordinated by the relevant Departments.

# PART B: EXECUTIVE PROTECTION

The provision of the Executive Protection services is subject to compliance with the draft George Municipality "Executive Protection Policy & Operational Code of Practice" will be made Available prior to such services being required.

# Standards

The Contractor is responsible for compliance, the implementation and maintenance of certain standards relevant to operational deployment of CPOs as follow: -

- Minimum operational standards and highly motivated (Meticulous planning and attention to detail). A driver's license is an essential requirement.
- Standard training standard for CPO's (Unit Standard 58696 -National Certificate Close Protection (professional screening and selection).
- The national standard referred to is regarded as a minimum qualification, since Executive Protection is the cumulative effect of many synergistic tasks it is not as easy to cover all required tasks and set standards in a single unit standard, according advanced and refresher training is advocated to stay abreast with national and international developments within the Executive Protection environment.

CPOs are regarded as "qualified" and may only be deployed upon completion of the relevant training, registration and production of the following certificates (copies to be submitted with tender reply):

- Training certificate.
- SASSETA learner achievement certificate.
- PSIRA registration on a minimum of Grade B.
- A certified copy of a valid Firearm competency certificate issued by the SAPS.
- Tenderers must provide proof of registration with both PSIRA and VIP Protection Association of S.A. (VIPPSSA).
- Application of skills required for medium to high threat security assignments (decisiveness, vigilance and excellent reflexes).
- Acceptable physical condition of Officers. CPO's must be physically fit, with good eyesight and hearing.
- Professional appearance. The overall appearance of CPO's does not only impact on their ability to execute their tasks and functions in a professional manner, but ultimately the principal must feel comfortable with the appearance of his / her CPO.

- Ability to blend into the sophisticated world of high-profile dignitaries.
- CPOs are often required not only to react appropriately to any threat or situation confronting or impeding his / her Principal, but also to plan activities of the Principals whom they are protecting (considering risks and hazards) and to interact with diplomatic, public and other figures.
- What is required is a well-rounded individual who can manage difficult and sensitive situations. Physical protection is normally the last action which such an individual must take as the planning and conflict resolution skills should always be utilised first in all risk related matters.
- CPO's often work long shifts to provide 24-hour protection, and shifts often include evenings, weekends, and holidays. Since CPO's follow their Principals throughout their daily activities, the work locations may range from indoor office meetings or social events to outdoor rallies or concerts.

# Traits and attributes

The following traits and attributes are considered essential for a CPO: -

- Observant, and retain their focus on their job, despite distractions such as fatigue.
- Mental alertness.
- Able to work as member of a team, with assigned tasks, or be able to act independently.
- Adapt and improvise an appropriate response if the need arises.
- Able to recognize potentially dangerous situations and remain calm under pressure.
- A CPO must have a strong dedication and loyalty to their protective role.
- Able to collaborate or coordinate their protection with other Law Enforcement Agencies,
- Private security officers and other role players.
- Need to exercise good interpersonal and communications skills.
- Must be able to apply discretion and maintain confidentiality.
- Possess personal integrity and ethics.
- Must be able to work with people from diverse backgrounds.
- Self-motivation.
- Ability to work without supervision.
- Ability to take command in an emergency.
- Above average grooming and presentation.
- Display a high level of oral and written communication skills.
- Punctional and effective time management.

# Assigned duties

The following is a summary of possible duties which CPO's may be assigned:

- Ensures Principal(s) are transported to their destinations in a safe, timely and professional manner.
- Conduct advance visits to and research on primary and alternate routes to venues, residences, airports and other destinations of the principal.
- Performs all advance work related to special events and meetings.
- Assist with drafting of the security / protection plan.
- Prior to each assignment identify emergency resources (i.e. police, hospitals, etc.) choke points, danger zones and heavily congested areas.
- Coordinate protective efforts with other role players.
- Employ intensive pre-pickup protocol when necessary (e.g., bomb search).
- Greet passengers, provide vehicle door service, assist with baggage and provide umbrella coverage as needed.
- All reasonable requests from the Principal must be granted.
- When uncertain the Section Commander must be contacted immediately.
- Maintains daily log of duties performed and hours worked.
- Makes appropriate arrangements for a standby Executive Driver to fill-in as needed.
- Performs all administrative activities associated with the scheduling, resource allocation, charge-outs and monthly reporting of all executive travel arrangements.
- Properly respond to medical emergencies that may occur.
- Maintains professional appearance.
- Maintains a positive relationship with Principal(s) and their administrative support person(s).
- Ensure vehicle maintenance is takes place.
- Keep assigned vehicle(s) clean and in excellent operating condition.
- Responsible for arranging repairs and/or maintenance to assigned vehicle(s).
- Reports to Director: Community Safety` or his representative any damage, repairs required and when completed or maintenance performed on assigned vehicle(s).
- Responsible for the fuel content and appropriate tire air pressure of assigned vehicle(s).

- Responsible for inspecting and maintenance of the First Aid kits and maintains a log of all such inspections.
- Develops and maintains an effective working relationship with law enforcement agencies, industry security professionals, and George Municipal Law Enforcement personnel.
- Proactively communicates critical safety and security-related information to appropriate security leadership in a timely manner.
- Conduct searches, access control and able to identify threats and suspicious activity.

# PART C: ARMED GUARDS

Will be used on sites where more volatile situations may arise, or threats have been received. These guards will be requested on an ad hoc basis when the need arises. All legal requirements must be met with the posting of such guards.

- The firearm will be registered in the name of the successful Service provider and not the Guard, or any 3<sup>rd</sup> Party.
- Armed guards should at least have:
  - Matric /Grade 12 or equivalent (NQF level)
  - Valid Psira registration.
  - Security Training certification (Grades)
  - Tactical Training certification(advantageous)
  - Full business Firearm competency
  - (Handgun/Shotgun)
  - Valid Regulation 21 certificate
  - Drivers licence (advantageous

# PART D: LAND INVASION PREVENTION

Land invasion refers to the illegal occupation of land with the intention of erecting dwellings or establishing a settlement on it.

The service provider will adhere, but not be limited to the following legislation and Policies

- PIE Act 19 of 1998
- Extension of Security of Tenure Act 62 of 1997
- PAJA Act 3 of 2000
- NBR Act 103 of 1973
- Constitution of South Africa (Bill of Rights)
- CPA 51 of 1977
- Housing Act 107 of 1997
- NEMA 15 of 2009
- OHS Act 85 of 1993
- Approved Council Policies

The Service provider will:

- Conduct daily observation and selective patrols of informal settlements and open areas vulnerable to possible illegal occupation.
- Keep record of each daily patrol activity and take pictures of illegal activities for record purposes and evidence gathering of illegal activities
- Report any illegal activities to the Manager Law Enforcement and Senior Manager Community Safety.
- Identify and report any illegal extensions and any new structures
- Containment of area of responsibility ensure that no new structures are being erected within any contained or interdict area.

- Report all structures that is unoccupied for more than 3 (three) months
- Advise families that is illegally erecting structures and immediately serve notices verbally and in writing on illegal squatters/dwellers to remove their structures or stop preparation of land to erect structures and to ensure that the structures is taken down and removed from the property.
- Proceed with any demolishing action required of identified illegal structures as instructed by the Municipality.
- Should provide weekly reports to the relevant Section.

The Tender price will need to be quoted for areas less than 125 square meters and areas larger than 125 square meters separately.

#### LEGAL RIGHTS, FUNCTIONS AND OBLIGATIONS FOR PHYSICAL GUARDING/ ANTI LAND INVASION/ CLOSE PROTECTION AND ARMED GUARDING

All security staff must be conversant with their legal rights and obligations regarding the Applicable Acts and Regulations.

## **ON-SITE ADMINISTRATION**

All on-site administration will be done in accordance with the standing security instructions of George Municipality, a copy of which will be handed to the service provider when the bid is awarded.

# **POSTING OF GUARDS / INSPECTION OF GUARDS**

It will be expected of the successful Bidder to manage the site effectively by appointing a competent site Supervisor/Manager in addition to the guards posted at the institution, who will visit the sites at least three (3) times during a 12-hour shift.

The company must provide the site Supervisor/Manager with a company cellular phone in order to be in contact with his office as well as with the Directorate of Safety Services at George Municipality.

The company must collect and deliver guards during shift changes. No Security officer will report to any site on his own.

Inspections and posting of guards on site must be done before every shift in terms of a duty roster.

Should an incident occur the service provider is expected, to hand in a detailed written report within 24 hours of the incident occurring.

Detailed weekly reports from the service provider, will be expected. The reports will include risks, challenges, achievements, common issues to be addressed, and general information.

#### PERMANENCY

The successful bidder will provide a list of guards accompanied by a copy of their P.S.I.R.A grading certificate for the period of the contract.

When it is necessary in exceptional cases that new staff must be trained, these staff must perform a 12-hour day's shift for training before they will be allowed on duty for a normal shift.

No unregistered security personnel will be allowed to perform duties on the premises.

Management of the successful Bidder will before be posting staff for training, inform the representative of George Municipality well in advance.

# OVERTIME

No double shifts will be allowed. No more than 12 hours work to be performed per day.

No more than 10 hours overtime will be allowed per security officer.

## PENALTIES

In the event of any transgressions, the following penalties shall apply. Any manager of official employed by George Municipalily who encounters a transgression will report the transgression to the senior for penalty implementation.

ITEM	PENALTY
Failure to have a working radio	R 3 000 per shift, per site
communication per site	
Failure to make use the installed cloaking	R 2000 if not provide when request& a
button system for patrols / report for duty	written warning per month( 3 written
and exiting time and this system per site	warnings can lead to the cancellation of
(City to be provided with clocking system	contract)
generated when request)	
Failure to have written signed documented	R 1 500 per site
security operational plan per site a non site	
Failure to submit a monthly report per	R 2 500 per site
site(consolidated)	
Late posting or early departure of any kind	R 1 500 per hour
Failure of security officer to be in full uniform	R 1 500 per item
Failure to have security equipment per site	R 3 000 per officer
per shift	
Failure of security officer - to produce a	R 2 500 per officer
valid PSIRA CARD per guard	
Site deserting	R 1 000 per hour per officer
Failure to submit Incident report within 24	R 3 000 & a written warning per incident
hours via email to The City of George Law	
Enforcement and Security)	
Failure to have all security registers per site	R 1 500 per register
Loss of assets through negligence (theft,	Replace lost assets & a written warning
damage)	
Failure to comply with any formal/written or	R2 500 as per the deployment instruction
email directive communicated deployment	
instructions	

Failure to post Security officer as per agreed site specification	R2 500 per shift per site
Security officer sleeping on duty with picture evidence	R 2 500 per officer & a written warning
Failure to undertake 2(two) site supervision visits per shift (Picture of Supervisor on site	R 1 000 per visit
and OB entrance /Clock point)	
Report Cases to SAPS of corruption by security officers – e.g. event and entry fees	R 3 000 per officer & immediate removal
Failure to have a contingency plan to post security officers during incidents ( Strike action)	R 15 000 per site & written final warning which may lead to termination of contract

# CONDITIONS OF AWARD

Notwithstanding the bidder's' proposal being recommended for award, an award shall not be made to a bidder whose:

• Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.

• Municipal Rates and Taxes of the bidder and/or that of its directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality.

• Directors and Principal members are in the Service of the State as defined in Regulation 1 of the Municipal Supply Chain Management Regulations.

• Name or that of its directors appear on the National Treasury's database of Restricted Suppliers.

• Failure to submit certified Certificate of Compensation for Occupational Injuries and Diseases Act (CODA).

• Failure to submit certified letter of good standing in respect of Unemployment Insurance Fund (UIF).

• Failure to submit a certified copy of a valid registration certificate with a Provident Fund.

• Failure to submit certified copies of registration certification with the Private Security Industry Regulatory Authority (PSIRA) in respect of all security officers employed by the bidder.

#### INDICATIVE QUANTITIES AND EXPECTED DELIVERABLES

NB: The quantities provided below are indicative of the nature of the services required based on the City 's current operational environment. The sites and quantities may vary (i.e. increase or decrease) at the sole discretion of the City.

#### PRO RATA DEDUCTION

The security service will be evaluated on a monthly basis.

The contractor will be penalised, and pro rata deductions will be made for not adhering to contract conditions and losses that George Municipality may suffer due to proven negligence

# REMUNERATION

All prospective bidders must remunerate their officers according to the P.S.I.R.A and all other relevant regulations and legislations. Regular inspections will be performed to ascertain if companies are adhering to the relevant regulations and legislation. **The George Municipality falls within the P.S.I.R.A Area 3** for the Illustrative pricing guidelines and these guidelines will take in consideration for the Tender.

# **General Information:**

- All work and on-site administration must be done as per site specification.
- The successful Bidder will be invited to a site visit.
- Shifts must be on a continuous basis and not exceed 12 hours.
- The post may not be left unattended during the shift period.
- Should the security officer need to leave the post for any reason e.g. meals, the security company must provide a relieve security officer for the said period.
- All service providers must supply proof of public liability insurance with the submission of the bid documents.
- The successful bidder must make prior arrangements, with the responsible officials of George Municipality regarding on-site training.
- The Directorate reserves the right to terminate, reduce or increase guards at any site due to operational requirements.
- No sub-contracting will be allowed, except in a joint venture. Such a deviation will lead to the immediate termination of the contract.
- All persons that take part in the tender process must be registered on the Municipality's accredited supplier database.
- The Service Provider must submit proof of a Public Liability Insurance Policy to the value of at least **R 25 million** providing cover against all claims against the Municipality and its employees (including claims related to the use or misuse of firearms). The service provider will be held liable for damages if found to be negligent.
- Service provider to submit a monthly certificate with each invoice, that all staff are registered for UIF,
- Provident fund (Submit prove which fund is registered to COG Law Enforcement and Security)
- Submit copies of the employees' contract in written 3 days after employment.
- All ADHOC pricing must be TENDERED for.

# SPECIAL NOTES:

- Physical guarding sites will be divided into three (3) REGIONS (A, B and C) and only one (1) Region will be awarded per successful tenderer.
- Other SEPERATE PARTS THAT CAN BE TENDERED FOR ARE:
- LAND INVASION
- ARMED GUARDS
- VIP PROTECTION
- All equipment, vehicles and uniforms must be in place within one1month after the final award.

#### It is expected that the Service provider does an assessment of each site.

- This Security risk assessment is an on-going process of identifying,
- correcting and
- preventing security problems.
- This risk assessment is an integral part of a risk management process designed to provide appropriate levels of security for information systems.
- Therefore, the Service Provider must do this assessment every six (6) months on Municipal Properties.
- Security Officers must also go through refresher training during these assessments. This must be done by an Accredited P.S.I.R.A or SASSETA Training Service Provider.

# SECURITY PATROL AREAS FOR EACH PHYSICAL GUARDING SITE AND DEPLOYMENT REQUIREMENTS

1) Wildernis Water Works Depot (12 Hours Night shift week days and 24 Hours weekends)

Patrol premises Ensure safety of all vehicles and equipment Ensure that water system is not vandalized or sabotaged No illegal activities take place on premises Protect all Municipal buildings Prohibit Fires on premises Ensure proper access control when on duty. General patrol of grounds (parking areas), etc.

#### 2) Fire Dept Thembalethu (24 Hours daily)

Ensure proper access control at Entrance. Keep Premises safe, when Firemen are out on call. Checking on all emergency vehicles General patrol of grounds, (parking areas), etc.

#### 3) Electro Technical Services Municipal Depot (24 Hours daily)

Ensure proper access control at all times Safeguarding of all Municipal assets No illegal activities take place on premises General patrol of grounds, (inside and outside perimeters)

#### 4) Gwaing Sewerage (24 Hours daily)

Patrol premises Ensure safety of all vehicles and equipment Ensure that water system is not vandalized or sabotaged No illegal activities take place on premises Protect all Municipal buildings Prohibit Fires on premises Ensure proper access control over weekends General patrol of grounds (parking areas), etc.

#### 5) Kleinkranz Water Treatment Works (24 Hours daily)

Patrol premises Ensure safety of all vehicles and equipment Ensure that water system is not vandalized or sabotaged No illegal activities take place on premises Protect all municipal buildings Ensure proper access control over weekends General patrol of grounds (parking areas), etc.

#### 6) Outeniqua Waste Water Treatment Works (24 Hours daily)

Patrol premises Ensure safety of all vehicles and equipment Ensure that water system is not vandalized or sabotaged No illegal activities take place on premises Protect all municipal buildings Prohibit Fires on premises Ensure proper access control over weekends General patrol of grounds (parking areas), etc.

## 7) Civil and Technical- Admin Office (12 Hours Day shift only)

Ensure safety of all vehicles and equipment No illegal activities take place on premises Protect all municipal buildings Ensure proper access control during office hours General patrol of grounds (parking areas), etc.

#### 8) Conville Swimming Pool (24 Hours daily)

Ensure strict access control are maintained. Assist staff by enforcing Pool guidelines. Remove unwanted people from premises. Patrol the area during especially during night shift.

#### 9) George Dam Boom and Picnic Area(24 Hours daily)

Ensure effective access control at boom-gate is maintained. No loud music. Ensure the safeguarding of all vehicles and equipment. No motorized boats permitted in dam. Ensure that water system is not vandalized or sabotaged. No illegal activities take place on premises. Protect all municipal buildings. Prohibit and report fires on premises General patrol of grounds (parking areas), etc.

#### 10) Sport Field (Blanco, Thembalethu, Pacaltsdorp, Rosemoor & Maraiskamp)(Night shift weekdays from 16h00 – 08h00, weekends 24 Hours

Ensure strict access control, during after hours and weekends Ensure no illegal activities takes place on premises. Checking on all vehicles entering and leaving the facility Prohibit alcohol use in public Strict patrolling at the ablution facilities, buildings and the Sport Field areas.

#### 11) Tourism Office – York Street (12 hours Day shift only week days)

Ensure the Staff and visitors are kept safe. Remove any unwanted or unruly person. General patrol of grounds (parking areas), etc.

#### 12) George Transfer Refuse Site( 24 Hours daily)

Effective entrance control at the main gates. Ensure no illegal people are inside the site. Prohibit scavengers for scratching through refuge Prohibit and report fires Regulate the acceptable refuge to be dumped. Prohibit toxic and dangerous substances from being dumped. Report any illegal activity, suspicious or hazardous looking waste to the Site Manager.

General patrol of grounds (parking areas), etc.

#### 13) Camps (Brick Street)(24 Hours daily)

Patrol premises Ensure safety of all vehicles and equipment Ensure that water system is not vandalized or sabotaged No illegal activities take place on premises Protect all municipal buildings Prohibit Fires on premises Ensure proper access control over weekends General patrol of grounds (parking areas), etc.

#### 14) Landfill site(back)( 24 Hours daily )

Effective entrance control at the main gates.

Ensure no illegal people are inside the site.

Prohibit scavengers for scratching through refuge

Prohibit and report fires

Regulate the acceptable refuge to be dumped.

Prohibit toxic and dangerous substances from being dumped.

Report any illegal activity, suspicious or hazardous looking waste to the Site Manager.

General patrol of grounds (parking areas), etc.

# 15) Main Building / Civic Centre (12 Hours night shift week days and 24 Hours weekends)

Entrance area/control by ensuring the access to premises act are enforced. Record and report any irregular activity or situation to the Control room. All alarms will be reported to the Control room.

Ensure all people entering the Building after hours are authorised to do so. Patrolling the entire Parking area and front area at Civic center.

# 16) St Mark's Public Toilets (12 Hours Night shift Mon – Sun )

Ensuring Toilets are kept clean No illegal activities take place in toilets Protect all municipal buildings Prohibit Fires General patrol of grounds (parking areas), etc.

# 17) George Library (24 Hours daily)

Protecting Council assets Enforcing of all library rules inside General patrol of grounds Remove persons who are a nuisance (car guards) to the public

# 18) Traffic Department- Pacaltsdorp( 24 Hours daily )

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all vehicles and equipment Remove persons who are a nuisance(car guards) to the public Maintain high visibility at the Reception area for safety reasons

# 19) 9th Avenue Waterworks (24 Hours daily)

#### Patrol premises

Ensure safety of all vehicles and equipment Prevent vandalism or sabotage. No illegal activities take place on premises. Protect all municipal buildings. Prohibit Fires on premises. Ensure proper access control over weekends. General patrol of grounds (parking areas), etc.

#### 20) 11th Avenue Waterworks (24 Hours daily)

Patrol premises Ensure safety of all vehicles and equipment Prevent vandalism or sabotage. No illegal activities take place on premises Protect all municipal buildings. Prohibit Fires on premises Ensure proper access control over weekends General patrol of grounds (parking areas), etc.

#### 21) Housing Dept. 1&2 (12 Hours Mon - Fri)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all vehicles and equipment Maintain access control at the entrance

#### 22) Vehicles Testing Centre (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all vehicles and equipment Maintain access control at the entrance

#### 23) Malgas Pump Station (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 24) Pacaltsdorp Pump Station1 (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 25) Rosedale Hall (24 Hours daily )

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all vehicles and equipment Maintain access control at the entrance

#### 26) Tamsui Pump Station (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 27) Power station PW Botha Boulevard (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 28) Bruce street Pump Station (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 29) Molen Pump Station (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 30) Golf street Pump Station (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 31) Parkdene Pump Station N2 (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 32) Thembalethu Thusong (24 Hours daily)

Maintain access control at the entrance Report any alarm activation to the Control room. Ensure no unwanted persons are on the premises after hours General patrol of grounds (parking areas), etc. No illegal activities takes place on premises Ensure safety of all equipment

#### 33) Thembalethu Pump station 1, 2 & 5 (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 34) Africa Sub Station (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

#### 35) Blanco Water Treatment Works (24 Hours daily)

Protecting Council assets General patrol of grounds No illegal activities takes place on premises Ensure safety of all equipment Maintain access control at the entrance

# REGIONS FOR EACH PHYSICAL GUARDING SITE AND DEPLOYMENT REQUIREMENTS

NO.	REGION A	REGION B	REGION C
1.	TRAFFIC DEPARTMENT, PACALTSDORP 1 DAY / 1 NIGHT	THEMBALETHU- PUMPSTATION 1 1 DAY, 1 NIGHT	AGRICULTURAL FARM PUMP STATION 1 NIGHT
2.	PACALTSDORP THUSONG CENTRE, 1 DAY / 1 NIGHT	THEMBALETHU- PUMPSTATION 2 1 DAY, 1 NIGHT	GEORGE LIBRARY 1 DAY, 1 NIGHT
3.	PACALTSDORP SPORTSFIELD 2 NIGHT	THEMBALETHU- PUMPSTATION 5 1 DAY, 1 NIGHT	MAIN BUILDING YORK STREET. 2 NIGHT & 2 DAY SHIFT WEEKENDS
4.	OUTENIQUA WASTEWATER TREATMENT WORKS 1 DAY, 3 NIGHT	KLEINKRANTZ WWTW 1 DAY / 1 NIGHT	TOURISM OFFICE GEORGE OFFICE 1 DAY / 1 NIGHT
5.	TRANSFER STATION 6 DAY, 3 NIGHT	THEMBALETHU SPORTSFIELD 2 NIGHT	CIVIL & TECHNICAL OFFICE 1 DAY WEEKDAYS ONLY
6.	LANDFILL STATION 7 DAY/ 3 NIGHT(M-F) 3 DAY / 3 NIGHT WEEKENDS	MARAISKAMP SPORTSFIELD 2 NIGHT	MOTOR VEHICLE REGISTRATION 1 DAY, 2 NIGHT
7.	GWAING WASTEWATER TREATMENT WORKS 1DAY, 2 NIGHT	MOLENRIVER PUMPSTATION -PARKDENE 1 DAY, 2 NIGHT	HOUSING OFFICE- PROGRESS STREET I DAY WEEKDAYS ONLY
8.	CLEANSING 1 DAY SHIFT, 1 NIGHT SHIFT	BUFFULO PUMPSTATION- PARKDENE 1 DAY, 1 NIGHT	HOUSING OFFICE – ST JOHN STREET I DAY WEEKDAYS ONLY
9.	SCHAAPKOP ELECTRO SUBSTATION 1 DAY, 2 NIGHT	BLOUKOP KOGGELMANDER PUMPSTATION 1 DAY, 1 NIGHT	OLD TOWN HOUSE I DAY,
10.	POWER STATION PW BOTHA BVLRD 1 DAY, 1 NIGHT	GOLFSTRAAT PUMPSTATION 1 DAY, 1 NIGHT	GARDEN ROUTE WW 1 DAY / 1 NIGHT
11.	BRICK ROAD / CIVIL CAMPS – INDUSTRIAL 1 DAY, 3 NIGHT	BRUCE STREET PUMPSTATION – BORCHARDS 1 DAY, 1 NIGHT	9TH AVE WATER THREATMENT PLANT 2 DAY SHIFT WEEKENDS AND HOLIDAYS ONLY.2 NIGHT SHIFT
12.	BRICK ROAD /ELECTROTECHNICAL BUILDING 2 DAY, 2 NIGHT	CONVILLE SWIMMING POOL 1 DAY I NIGHT	11TH AVE WATER THREATMENT WORKS 1 DAY SHIFT WEEKEND & HOLIDAYS. 1 NIGHT SHIFT

13.	GLENWOOD ELECTRIC SUBSTATION 1 DAY, 1 NIGHT	THEMBALETHU SWANEPOEL BUILDING 1 DAY WEEKENDS, 1 NIGHT	GARDEN ROUTE DAM 2 DAY 3 WEEKENDS AND PUBLIC HOLIDAYS. 2 NIGHT
14.	SMARTY TOWN P/STATION 1 DAY / 1 NIGHT	THUSONG BUILDING- THEMBALETHU 1DAY, 2 NIGHT	BLANCO MVR 1 DAY, 1 NIGHT
15.	INFORMATION BUILDING PACALTSDORP, 1 DAY, 1 NIGHT	THEMBALETHU FIRE DEPARTMENT 1 NIGHT / 1 DAY	BLANCO SPORTSFIELD 1 DAY, 1 NIGHT
16.	NEW DAWN PARK INFO CENTRE 1 NIGHT / WEEKENDS 1 DAY SHIFT	ROSEMOORE SPORTSFIELD 2 NIGHT	MALGAS PUMP STATION- BLANCO 1 DAY / 1 NIGHT
17.	ROSEDALE HALL, 1 DAY, 1 NIGHT	ROSEMOORE OLD AGE ACCOMMODATION 1DAY, 1 NIGHT.	UNIONDALE PUMPSTATION 1DAY, 1 NIGHT
18.	REIGERPARK ELECTRO CABLES REC 1 – 2 DAY /2 NIGHT REC 2 – 2 DAY / 2 NIGHT REC 3 -2 DAY / 2 NIGHT	WILDERNESS WATER PURIFICATION 1 NIGHT, 1 DAY WEEKENDS AND HOLIDAYS	HAARLEM WATER WORKS 1 DAY / 1 NIGHT
19.		ECONOMIC DEVELOPMENT WORKER COLLECTION POINT, I DAY/ 1NIGHT	UNIONDALE SWIMMING POOL 1DAY, 1 NIGHT
20		TOUWSRANTEN COMMUNITY HALL 1 DAY / 1 NIGHT	UNIONDALE REFUSE SITE 1DAY, 1 NIGHT
21.		AFRICAN SUB STATION 1 DAY, 1 NIGHT	ST MARK CATHEDRAL 1 NIGHT
22.			BLANCO WATER TREATMENT WORKS 2 DAY / 2 NIGHT
23			HAARLEM WWTW 1 DAY / 1 NIGHT
24			UNIONDALE HEAD OFFICE 1 DAY/ 1 NIGHT (MON – SUN)
25			HAARLEM CIVIC CENTRE 1 DAY / 1 NIGHT (MON – SUN)

#### **EVALUATION CRITERIA MEASUREMENTS**

THE APPOINTMENT OF SPECIALISED SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES, EXECUTIVE PROTECTION(VIP) ACROSS THE CITY OF GEORGE FOR A PERIOD NOT EXCEEDING 36 MONTHS ON AN AS AND WHEN REQUIRED BASIS

#### **Pre-qualification of tenderers**

- a) Tenders will be evaluated on the criteria as set out under.
- b) The pre –qualification has two parts, part one deals with proven experience of the company and part two deals with the experience of the company.
- c) Bidders that score less than **38 out of 50 points** for the functionality criteria will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points.
- d) Unclear or incomplete information provided will result in no points being allocated.
- e) Bidders must therefore ensure that all relevant information is provided.
- f) The following criteria will be used to calculate points for functionality of tenders and bidders should ensure that they submit all information in order to be pre evaluated on the criteria mentioned below:

Schedule	Technical Criteria	Weight
1	Proven Experience of the Company	20
2	Proven Experience of the Managing Director/ Contract Manager	15
3	Supervisory Experience	15
TOTAL		50

CRITERIA	SUB-CRITERIA	GUIDELINES	HIGHEST POSSIBLE SCORE
Proven experience of the company	<ul> <li>13 years security Projects experience (20 points)</li> <li>8 - 12 years security Projects experience (15 points)</li> <li>3 -7 years security Projects experience (10 points)</li> <li>Less than 2-years security Project experience (5 points)</li> </ul>		20
Proven experience of the Managing Director/s / Contract Manager	<ul> <li>12 years plus security Management experience (15 points)</li> <li>3-11 years security Management experience (7 points)</li> <li>Less than 2 -years security Management experience (4 points)</li> </ul>	CV indicating years of experience Certified copies of certificates in security related industry. Certified ID copy. Certified copy of a valid PSIRA certificate	15
Proven experience of Supervisors	More than 7 years Security Supervisory Experience (15 points) Minimum 3–6 years Security Supervisory Experience (5 points) Less than 2 years Security Supervisory Experience (2 points)	CV indicating years of experience Certified copies of certificates in security related industry. Certified ID copy. Certified copy of a valid PSIRA certificate	15

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-	Bidders	that	fail	to	score	the	required	minimum	of	38	points	will	not	be	evaluated	any	further.

## PROVEN EXPERIENCE OF THE COMPANY

The information provided below is required to comply with the minimum requirements and is therefore deemed to be material to the award of the Contract.

COMPLETED CONTRACTS	COMPLETED CONTRACTS					
Employer/Client, Contact Person Telephone Number Email address	Consultant Company, Contact Person Telephone Number Email address	Nature of Work	Value of Work (Incl. VAT)	Start & Completion Date Duration		
Employer / Client	Consultant Company			Start		
Contact Person	Contact Person			Completion		
Telephone Number	Telephone Number			Duration		
Email address	Email address					
Employer / Client	Consultant Company			Start		
Contact Person	Contact Person			Completion		
Telephone Number	Telephone Number			Duration		
Email address	Email address					
Employer / Client	Consultant Company			Start		
Contact Person	Contact Person			Completion		
Telephone Number	Telephone Number			Duration		
Email address	Email address					
Employer / Client	Consultant Company			Start		
Contact Person	Contact Person					

Telephone Number	Telephone Number		Completion
Email address	Email address		Duration
Employer / Client	Consultant Company		Start
Contact Person	Contact Person		Completion
Telephone Number	Telephone Number	_	Duration
Email address	Email address		
Employer / Client	Consultant Company		Start
Contact Person	Contact Person		 Completion
Telephone Number	Telephone Number		 Duration

## PROVEN EXPERIENCE OF THE MANAGING DIRECTOR'S/PROJECT MANAGEMENT

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
Employment Record:	

xperience Record Pertinent to Required service:					

## **Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

Date

# Proven experience of Supervisors

Name:	Date of birth:				
Profession:	Nationality:				
Qualifications:					
Professional Registration Number:					
Name of Employer (firm):					
Current position:	Years with firm:				
Employment Record:					

Experience Record Pertinent to Required service:						

## **Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

Date

## VEHICLE ON PROJECT (INCLUDE PICTURES AND REGISTRATION)

NO	MAKE:	MODEL:	YEAR:	REGISTRATION NUMBER
1				
2				
3				

4		

# PART A: PHYSICAL GUARDING: PRICING

#### REGION A PRICING PER SITE FOR EXAMPLE

		Day Shift Rate (VAT	Night shift Rate (VAT	purposes: 20 v nights + 5 Satur + 4 Sundays a public holidays a	days and nights and nights + 2	Sub - Total for the Sample month for	Grand Total for the Sample month for tender evaluation purposes, VAT included
Pacaltsdorp Traffic	Day specification	incl) A	incl) B	Day Qty C	Night QTY D	$(A \times C) + (B \times D)$	
	Week	500,00	800,00	20,00	20,00	26 000,00	
	Weekend /Saturday	800,00	1 200,00	5,00	5,00	10 000,00	56 400,00
	Weekend / Sunday	1 200,00	1 400,00	4,00	4,00	10 400,00	30 400,00
	Public holiday	2 000,00	3 000,00	2,00	2,00	10 000,00	

## 1. PACALTSDORP TRAFFIC

PACALTSDORP TRAFFIC	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	π
	Public holiday	R	R	2.00	2.00	R	

#### 2. PACALTSDORP THUSONG CENTRE

Week

Weekend /Saturday

Weekend / Sunday

Public holiday

R .....

R.....

R.....

R.....

R.....<u>------</u>

R...<u>.</u>

R.....

R.....

	RF THUSUNG CE								1	
PACALTSDORP THUSONG		Day Rate incl)	Shift (VAT Night Rate incl)		Day Qty		Night Q	ГҮ	Sub Total, VAT inclu	ided TOTAL
CENTRE	Day specification	n A	В		С		D		(AXC)+ (BXD)	(15% VAT INCL.)
	Week	R	R		20.00		20.00		R	
	Weekend /Sature	day R	R		5.00		5.00		R	p
	Weekend / Sund	ay R	R		4.00		4.00		R	
	Public holiday	R			2.00		2.00		R	
3. PACALTSDO	RP SPORTFIELD									
PACALTSDORP		Day Shift Rate (VAT incl)			Qty	Nigh	t QTY		Total, VAT included	TOTAL
SPORTFIELD	Day specification	Α	В	С		D		(AX	C)+ (BXD)	(15% VAT INCL.)
	Week	R	R	20.00	)	20.00	0		R	
	Weekend /Saturday	R	R	5.00		5.00			R	- R
	Weekend / Sunday	R	R	4.00		4.00		I	R	
	Public holiday	R	R	2.00		2.00		F	۲	
4. OUTENIQUA	WATEWATER TR	EATMENT	WORKS							
		Day Shift Rate (VAT incl)	Night shift Rate (VAT incl)	Day C	Qty	-	t QTY		Total, VAT included	TOTAL
OUTENIQUA WWTW	Day specification	А	В	С		D		(AX	C)+ (BXD)	(15% VAT INCL.)

20.00

5.00

4.00

2.00

R.....

R.....

R.....

R.....

R.....

20.00

5.00

4.00

2.00

#### 5. TRANSFER STATION

TRANSFER STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 6. LANDFILL SITE

LANDFILL SITE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 7. GWAING WASTEWATER TREATMENT WORKS

GWAING WWTW	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Ν
	Public holiday	R	R	2.00	2.00	R	

#### 8. CLEANSING

CLEANSING	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### 9. SCHAAPKOP ELECTRO SUB STATION

SCHAAPKOP ELECTRO SUB STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

#### **10. PW BOTHA SUB STATION**

PW BOTHA SUB STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 11.CIVIL CAMPS

CIVIL CAMPS	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 12. ELECTRO MAIN BUILDING BRICK ROAD

ELECTRO MAIN BUILDING BRICK ROAD	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## **13.GLENWOOD SUB STATION**

GLENWOOD SUB STATION	Day specification	Day Shift Rate (VAT incl)	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

#### **14. SMARTY TOWN PUMP STATION**

SMARTY TOWN PUMP STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	— R
	Public holiday	R	R	2.00	2.00	R	
15. INFORM	MATION CENTRE I	PACALTS	DORP				
INFORMATION CENTRE PACALTSDORP	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	R
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	_	2.00	2.00	R	

#### **16. NEWDAWN PARK AREA OFFICE**

NEWDAWN PARK AREA OFFICE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	·
	Public holiday	R	R	2.00	2.00	R	

## 17.ROSEDALE HALL

ROSEDALE HALL	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	
18.REIGE	RPARK ELELCTR	O CABLES					
		Day Shift Rate (VAT incl)	Night shift Rate (VAT				
REIGERPARK ELECTRO		_	incl)	Day Qty	Night QTY	Sub Total, VAT included	TOTAL
CABLES	Day specification	Α	В	C	D	(AXC)+ (BXD)	(15% VAT INCL.)
	Week	R	R	20.00	20.00	R	- R
	Weekend /Saturday	R	R	5.00	5.00	R	
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

## **19. ADHOC SECURITY**

ADHOC SECURITY	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	·
	Public holiday	R	R	2.00	2.00	R	

## 20. DOG IN ADHOC SITES (Dog handler and dog must be registered, include copies of certificates)

DOGHANDLER	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	- R
	Weekend /Saturday	R	R	5.00	5.00	R	
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

## 21. GUARDHOUSE PER SITE MONTHLY

GUARDHOUSE PER MONTH				TOTAL (15% VAT INCL.)
				R

## 22. TOILET PER SITE MONTHLY

TOILET PER MONTH	TOTAL (15% VAT INCL.)
	D
	Γ

Note

Year 1 : The price for year one is fixed

Years 2 & 3 : is subjected to PSIRA increment

## REGION B (GUARDING) PRICING PER SITE FOR

#### 1. THEMBALETHU PUMP STATION 1

THEMBALETHU PUMP 1	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	- R
	Weekend /Saturday	R	R	5.00	5.00	R	
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

## 2. THEMBALETHU PUMP STATION 2

THEMBALETHU PUMP 2	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	- R
	Weekend /Saturday	R	R	5.00	5.00	R	
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

### 3. THEMBALETHU PUMP STATION 5

PACALTSDORP SPORTFIELD	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	R
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

## 4. KLEINKRANTZ WASTEWATER TREAMENT WORKS

KLEINKRANTZ WWTW	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	R
	Weekend /Saturday	R	R	5.00	5.00	R	
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

## 5. MARAISKAMP SPORTFIELD

MARAISKAMP SPORTFIELD	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### 6. MOLEN RIVIER PUMPSTATION

MOLENRIVER PUMP STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	
	Weekend / Sunday	R	R	4.00	4.00	R	к
	Public holiday	R	R	2.00	2.00	R	

## 7. BUFFALO PUMPSTATION- PARKDENE

BUFFALO PUMPSTATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 8. BLOUKOP KOGGELMANDER PUMP STATION

BLOUKOP KOGGELMANDER PUMP STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	к
	Public holiday	R	R	2.00	2.00	R	

#### 9. GOLF STREET PUMP STATION

SCHAAPKOP ELECTRO SUB STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Ν
	Public holiday	R	R	2.00	2.00	R	

## **10.BRUCE STREET PUMP STATION-BORCHARDS**

BRUCE STREET PUMP STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### 11.CONVILLE SWIMMING POOL

CONVILLE SWIMMING POOL	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	К
	Public holiday	R	R	2.00	2.00	R	

#### 12. THEMBALETHU SWANEPOEL BUILDING

THEMBALETHU SWANEPOEL BUILDING	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 13. THEMBALETHU THUSONG

THEMBALETHU THUSONG CENTRE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Λ
	Public holiday	R	R	2.00	2.00	R	

## 14. THEMBALETHU FIRE DEPARTMENT

THEMBALETHU DEPARTMENT	FIRE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
		Week	R	R	20.00	20.00	R	
		Weekend /Saturday	R	R	5.00	5.00	R	D
		Weekend / Sunday	R	R	4.00	4.00	R	Γ
		Public holiday	R	R	2.00	2.00	R	

## 15. ROSEMOORE SPORTFIELD

ROSEMOORE SPORTFIELD	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### 16.OLD AGE HOME-ROSEMOORE

OLD AGE HOME- ROSEMOORE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### **17.WILDERNESS WATER WORKS**

WILDERNESS WW	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	n
	Public holiday	R	R	2.00	2.00	R	

## **18. ECONOMIC DEVELOPMENT WORKER COLLECTION POINT**

LED WORKER COLLECTION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## **19. TOUWSRANTEN COMMUNITY HALL**

TOUWSRANTEN COMMUNITY HALL	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	_ к
	Public holiday	R	R	2.00	2.00	R	

## 20. ADHOC SECURITY

ADHOC SECURITY	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 21.DOG IN ADHOC SITES (Dog handler and dog must be registered, include copies of certificates)

DOGHANDLER	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Ν
	Public holiday	R	R	2.00	2.00	R	

### 22. GUARDHOUSE PER SITE MONTHLY

GUARDHOUSE PER MONTH				TOTAL (15% VAT INCL.)
				D
				κ

#### 23. TOILET PER SITE MONTHLY

TOILET PER MONTH				TOTAL (15% VAT INCL.)
				D
				К

Note

Year 1: The price for year one is fixed.

Years 2 & 3 : is subjected to PSIRA increment

## REGION C(GUARDING) PRICING PER SITE FOR

#### 1. GEORGE LIBRARY

GEORGE LIBRARY	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Ν
	Public holiday	R	R	2.00	2.00	R	

## 2. MAIN BUILDING-YORK STREET

MAIN BUILDING	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

#### 3. TOURISM OFFICE GEORGE

TOURISM OFFICE GEORGE	Day specification	Day Shift Rate (VAT incl)	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	κ
	Public holiday	R	R	2.00	2.00	R	

#### 4. CIVIL AND TECHNICAL OFFICE

CIVIL AND TECHNICAL	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### 5. MOTOR VEHICLE REGISTRATION

MOTOR VEHICLE REGISTRATION	Day specification	Day Shift Rate (VAT incl)	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 6. HOUSING OFFICE

HOUSING OFFICE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	K
	Public holiday	R	R	2.00	2.00	R	

# 7. OLD TOWN HOUSE (HOUSING)

OLD TOWN HOUSE(HOUSING)	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	κ
	Public holiday	R	R	2.00	2.00	R	

#### 8. GARDEN ROUTE DAM WW

GARDEN ROUTE DAM WW	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	κ
	Public holiday	R	R	2.00	2.00	R	

## 9. 9TH AVE WATER TREATMENT PLANT

9 <sup>TH</sup> AVE WATER TREATMENT PLANT	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	- R
	Public holiday	R	R	2.00	2.00	R	

## **10.11TH AVE WATER TREATMENT WORKS**

11 <sup>™</sup> AVE WATER TREATMENT WORKS	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## **11. GARDEN ROUTE DAM- BOOM AND PICNIC**

GARDEN ROUTE DAM BOOM AND PICNIC	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	К
	Public holiday	R	R	2.00	2.00	R	

#### **12. BLANCO SPORTFIELD**

BLANCO SPORTFIELD	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	R
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

#### **13. MALGAS WATER PUMP STATION**

MALGAS WATER PUMP STATION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	κ
	Public holiday	R	R	2.00	2.00	R	

## 14. BLANCO WATER WORKS

BLANCO WATER WORKS	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	- R
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

**15. BLANCO MOTOR VEHICLE REGISTRATION** 

BLANCO MVR	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### 16.ST MARKS CATHEDRAL

ST MARKS CATHEDRAL	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	
	Public holiday	R	R	2.00	2.00	R	

#### **17. UNIONDALE REFUSE SITE**

UNIONDALE REFUSE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Π
	Public holiday	R	R	2.00	2.00	R	

#### **18. UNIONDALE CIVIC CENTRE**

UNIONDALE CIVIC CENTRE	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### **19. HAARLEM COMMUNITY HALL**

HAARLEM COMMUNITY HALL	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

### 20. HAARLEM WATER WORK

HAARLEM WW	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Π
	Public holiday	R	R	2.00	2.00	R	

#### 21. HAARLEM WATER TREATMENT WORKS

HAARLEM WTW	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

#### 22. ADHOC SECURITY

ADHOC SECURITY	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

## 23. DOG IN ADHOC SITES (Dog handler and dog must be registered, include copies of certificates)

DOGHANDLER	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, VAT included (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Ν
	Public holiday	R	R	2.00	2.00	R	

#### 24. GUARDHOUSE PER SITE MONTHLY

GUARDHOUSE PER MONTH				TOTAL (15% VAT INCL.)
				P
				к

## 25. TOILET PER SITE MONTHLY

TOILET PER MONTH				TOTAL (15% VAT INCL.)
				P
				К

Note: Year 1 : The price for year one is fixed

Years 2 & 3 : is subjected to PSIRA increment

### PART B: EXECUTIVE PROTECTION : PRICING

#### VIP PROTECTION PER GUARD WITH ALL EQUIPMENT (VAT INCLUSIVE)

THIS PRICING CAN ONLY BE PER GUARD PER SHIFT PER SUITABLE VEHICLE PER SHIFT

#### (12 HOUR SHIFT)

VIP PROTECTION	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, (15%VAT incl.) (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	Γ
	Public holiday	R	R	2.00	2.00	R	

Note: Year 1 : The price for year one is fixed

Years 2 & 3 : is subjected to PSIRA increment

# PART C: ARMED GUARDS: PRICING

#### ARMED GUARD PER 12 HOUR SHIFT (VAT INCLUSIVE)

#### ARMED GUARD (12 HOURS SHIFT)

ARMED GUARD	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, (15%VAT incl.) (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	n
	Public holiday	R	R	2.00	2.00	R	
ARMED VEHICLE PER SHIFT							R
TOTAL AMOUNT (15% VAT	INCL.)						R

Note: Year 1 : The price for year one is fixed

Years 2 & 3 : is subjected to PSIRA increment

#### PART D: LAND INVASION PREVENTION

#### Addisionele : LAND INVASION WITH ARMED GUARD AND RELEVANT EQUIPMENT (VAT INCLUSIVE) PRICE PER GUARD PER 12 HOUR SHIFT PRICE PER ARMOURED VEHICLE PER 12 HOUR SHIFT

#### LAND INVASION PREVENTION(12 HOURS LESS THAN 125 sqmtrs)

LAND INVASION <125 sqmtrs	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, (15%VAT incl.) (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	- R
	Public holiday	R	R	2.00	2.00	R	
ARMED VEHICLE PER SHIFT							R
TOTAL AMOUNT (15% VAT	· INCL.)						R

#### LAND INVASION PREVENTION (MORE THAN 125sqmtrs)

LAND INVASION PREVENTION > 125qmtrs	Day specification	Day Shift Rate (VAT incl) A	Night shift Rate (VAT incl) B	Day Qty C	Night QTY D	Sub Total, (15%VAT incl.) (AXC)+ (BXD)	TOTAL (15% VAT INCL.)
	Week	R	R	20.00	20.00	R	
	Weekend /Saturday	R	R	5.00	5.00	R	D
	Weekend / Sunday	R	R	4.00	4.00	R	– R
	Public holiday	R	R	2.00	2.00	R	
ARMED VEHICLE PER SHIFT						R	
TOTAL AMOUNT (15% VAT	INCL.)						R

Note: Year 1: The price for year one is fixed

increment Year 2: ..... %

increment Year 3: ..... %

#### Supporting Information

.....

------

------

DATE

PRINT NAME of SIGNATORY

COMPANY NAME

SIGNATURE OF TENDERER

.....

# PAST EXPERIENCE

## This schedule is compulsory to complete!

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

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

Date

Signature of Tenderer

# THE TENDER OFFER

#### I/We Mr/Mrs/Messrs \_\_\_\_

duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) at the price/s reflected in the Pricing Schedule/s.

I/we agree that this offer shall remain valid for a period of **180 days** commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on mv/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address:

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

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

This form must be completed and signed to be considered provisionally responsive.

# ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name:	MR D ADONIS
Signature:	
Capacity:	DIRECTOR: COMMUNITY SERVICES
Date:	
For the Emplo	oyer: GEORGE MUNICIPALITY CIVIC CENTRE YORK STREET GEORGE

#### MBD 1

# TAX COMPLIANCE INFORMATION

# PART A

Tax Compliance Status	TCS Pin:		or	CSD No:		
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	Yes		B-BE Leve Affid	el Sworn	Yes	
[A B-BBEE STATUS LEV EMES & QSEs) MUST E POINTS FOR B-BBEE]						
Are You The Accredited Representative In South Africa For The Goods /	Yes	🗌 No		You A ign Based blier For <b>The</b>	Ye:	s 🗌 No
Services / Works Offered?	[If Yes, En	close Proof]		ds / vices / ks Offered?	[lf Yes Part 2.]	,
Signature of Bidder			Date			

# PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH OBLIGATIONS.	THEIR	TAX
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE	F PFRS	ONAL
IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO		
ORGAN OF STATE TO VIÈW THE TAXPAYER'S PROF		
STATUS.		_
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS)	CERTIF	CATE
OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH		
FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	I SANS	A3 E-
	PRE-A	NARD
QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICAT	E TOGE	THER
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CO ARE INVOLVED; EACH PARTY MUST SUBMIT A SE		
CERTIFICATE / PIN / CSD NUMBER.		100
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REC	GISTERE	D ON
THE CENTRAL CUPPLIER DATABASE (CSD), A CSD NUME	BER MU	ST BE
PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick A	pplicable	Box]
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN		
REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS		
CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) REGISTER AS PER 1.3 ABOVE.	J AND I	
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PER		

SERVICE OF THE STATE.	
Signature of Bidder:	
Capacity Under Which This Bid Is Signed:	
Date:	

# **DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the sta a blood relationship, may make an offer or offers in terms of this bid. In view of possible allegations of favouritism, should the resu part thereof, be awarded to persons connected with or related to per- service of the state, it is required that the bidder or their representative declare their position in relation to the evaluating/ authority.	invitation to ulting bid, or ersons in the authorised adjudicating
3.	In order to give effect to the above, the following questionnal completed and submitted with the bid.	ire must be
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, the identity numbers and state employee numbers (where applicab indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES/NO
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member:	
	Name of state institution at which you or the person connected to the bidder is employed:	
	Position occupied in the state institution:	
	Any other particulars:	
3.9	Have you been in the service of the state for the past twelve	YES / NO

	months?	
3.9.1	If so, furnish particulars.	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish the following particulars:	
	Name of person:	
	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:	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish the following particulars:	
	Name of person:	
	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:	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder / member:	

1				
	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:			
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO		
3.13.1	If yes, furnish the following particulars:			
	Name of person / director / trustee / shareholder / member:			
	Name of state institution at which you or the person connected to the bidder is employed:			
	Position occupied in the state institution:			
	Any other particulars:			
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO		
3.14.1	If yes, furnish particulars:			
4. Fu	Ill details of directors / trustees / members / shareholders:			
	THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			

	Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.		t will be automatically c th is not disclosed by th		conflict of

#### Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

•		•	•	•		•		•	•	•		•	•	•		•	•	•	,	•	•	•	•	•	,	•	•	•	•	•		•	•	•	•	•	•	•	•		•	•	•
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Date

Capacity

Name	of Bidder	

<sup>1</sup> MSCM Regulation	ns: "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 or any Municipality or municipal entity;						
(d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);						
(e)	a member of the accounting authority of any national or provincial entity; or						
(f)	an employee of Parliament or a provincial legislature.						
<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.							

#### DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial **\*YES / NO** statements for auditing?
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

- Do you have any outstanding undisputed commitments for \*YES / NO municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.

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

.....

.....

.....

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

.....

# CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME

SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

										 	 	•	•	•			•	•	•					•	•	•			
P	0	s	it	i	0	r	า																						

Name of Bidder

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

(Delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 The points for this tender (even in the case of a tender for incomegenerating contracts) shall be awarded for:
  - (a) Price;
  - (b) BBBEE; and
  - (c) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
BBBEE	5
SPECIFIC GOALS	5
Total points for PRICE and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

or

- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

#### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.

#### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

#### 5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

#### B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

#### 5.1. Contribution to BBBEE: ..... = ......(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

#### 

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.)** 

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 5.3. Name of company/firm.....
- 5.4. Company registration number: .....
- 5.5. TYPE OF COMPANY/ FIRM
  - Partnership/Joint Venture / Consortium
  - □ One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company

[TICK APPLICABLE BOX]

- 5.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disgualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF	TENDERER(S)

SURNAME AND NAME:	
DATE:	
ADDRESS:	

#### SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE

#### SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	
-	

- 3. I hereby declare under oath that:
- •
- The enterprise is \_\_\_\_\_% black owned;
  The enterprise is \_\_\_\_\_% black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- 4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
- 5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- 6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:

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

Commissioner of Oaths Signature & stamp

## 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.

ltem	Question	Yes	No
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?	Yes	No
	(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's webiste ( <u>www.treasury.gov.za</u> ) and can be accessed by clicking on its link at the bottom of the home page.		
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)?	Yes	No □
	The Register for Tender Defaulters can be accessed on the National Treasury's website ( <u>www.treasury.gov.za</u> ) by clicking on its link at the bottom of the home page.		

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of	Yes	No
	law (including a court of law outside the Republic of South		
	Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates	Yes	No
	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:		
7.7.1			
4.5	Was any contract between the bidder and the municipality /	Yes	No
	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?		
4.5.1	If so, furnish particulars:		I

## 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.

Position	Name of Bidder
Signature	Date

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to 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:

#### GEORGE MUNICIPALITY

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

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

(Name of Bidder)

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

their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10.1 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	

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

#### CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

#### Tender Number: COM044/2024

#### Name of the Bidder:

#### DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the

undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment if overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_\_ 2025

#### PLEASE NOTE:

#### MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S <u>MUST</u> BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION <u>MUST</u> STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

# GEORGE MUNICIPALITY PROCUREMENT

# **GENERAL CONDITIONS OF CONTRACT**

#### TABLE OF CLAUSES

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

# **General Conditions of Contract**

- 1. <u>Definitions</u>:
- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are

inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
- 2. <u>Application</u>:
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific 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. <u>General</u>:
- 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. <u>Standards</u>:
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

- 5. <u>Use of contract documents and information inspection</u>:
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider 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 provider'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. <u>Patent rights</u>:
- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
- 7. <u>Performance security</u>:
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider 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.
- 8. <u>Inspections, tests and analyses</u>:
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by

a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. <u>Packing</u>:
- 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, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents:
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance:
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

#### 12. <u>Transportation</u>:

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

#### 13. <u>Incidental services</u>:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
- 14. Spare parts:
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. <u>Warranty</u>:

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment:
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. <u>Prices</u>:
- 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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. <u>Variation orders</u>:
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. <u>Assignment</u>:
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. <u>Subcontracts</u>:
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. <u>Delays in the Supplier's Performance</u>:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase 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. <u>Penalties</u>:
- 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. <u>Termination for default</u>:
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems

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

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### 24. Anti-Dumping and Counter-Vailing duties and rights:

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### 25. Force Majeure:

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

- 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. <u>Limitation of liability</u>:
- 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. <u>Governing language</u>:

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. <u>Applicable law</u>:

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

#### 31. <u>Notices</u>:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

#### 32. <u>Taxes and duties</u>:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

#### 33. <u>Transfer of contracts</u>:

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

#### 34. <u>Amendment of contracts</u>:

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

#### 35. <u>Prohibition of restrictive practices</u>:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice

referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.

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