



HARRY GWALA DISTRICT MUNICIPALITY

**TENDER DOCUMENT FOR
THE APPOINTMENT OF THREE PROFESSIONAL SECURITY SERVICE PROVIDERS FOR THE
PROVISION OF SECURITY SERVICES FOR THE PREMISES OF THE HARRY GWALA
DISTRICT MUNICIPALITY AND OTHER MUNICIPAL SITES FOR A PERIOD OF 36 MONTHS**

CONTRACT NUMBER: HGDM904/HGDM/2026

TENDER AMOUNT IN RANDS:

TENDER AMOUNT IN WORDS:
.....

**The Municipal Manager
Harry Gwala District Municipality
40 Main Street
Ixopo
3276**

**Tel: 039 834 8700
Fax: 039 834 1701**

**NAME OF
SERVICE COMPANY :**

CONTACT PERSON :

TELEPHONE :

EMAIL :

ADDRESS :

CSD Registration of a Number:

SARS PIN

CRS Number

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HARRY GWALA DISTRICT MUNICIPALITY
"Together We Deliver and Grow"

OFFICE OF THE MUNICIPAL MANAGER

40 Main Street, Private Bag X501, IXOPO 3276

Tel: (039) 834 8707 Fax: (039) 834 1701

Email: madolon@harrygwalam.gov.za

BID NOTICE

Bids are hereby invited from qualified and experienced Bidders for the provision of the following services for the Harry Gwala District municipality.

PROJECT NAME	TENDER NUMBER	CLOSING DATE
APPOINTMENT OF THREE PROFESSIONAL SECURITY SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR THE PREMISES OF THE HARRY GWALA DISTRICT MUNICIPALITY AND OTHER MUNICIPAL SITES FOR A PERIOD OF 36 MONTHS	HGDM904/HGDM/2026	06 JULY 2026 @ 12h00

Invalid or non-submission of the following documents will lead to immediate disqualification.

- Company registration with Private Security Regulatory Industry (PSIRA).
- The Management/Directors must be at level of Grade A or B Security Officer.
- The Security Company must ensure that Public Liability Insurance is in place.
- The Security Company must provide proof of firearm license.
- The Security Company must ensure proof of registration with the Department of Labour
- The employees must be registered with PSIRA, and proof must be submitted with tender documents.

The following mandatory documents must be submitted with the bid:

- Price(s) quoted must be firm and must be inclusive of VAT.
- A valid Tax certificate or SARS Pin must be submitted
- A firm delivery period must be indicated.
- All tenders must be valid for 90 days after the tender closing date.
- 80/20 Preference point system will be used in Evaluation. Functionality will be calculated first.
- The following MBD forms must be submitted with all Bids (available on our website and reception) MBD3, 4, 8 and 9.
- A signed MBD 6.1 form must be completed to claim preference points
- A signed MBD 5 form must be completed and submitted together with audited financial statements for bids above R10 million.
- Service providers must quote as per specification required.
- Your company must be registered on the municipal database and central supplier database.

SPECIFIC GOALS

<u>RDP Goal</u>	<u>Verification Method</u>	<u>Points</u>
• Enterprise located within the Harry Gwala District Municipality.	ID Copies of directors, Company_registration, CSD and shareholder certificates.	10
• Enterprise located in the province of KwaZulu Natal but outside of Harry Gwala District Municipality	ID Copies of directors, Company_registration, CSD and shareholder certificates.	7
• Enterprise located within the Republic of South Africa but outside of KwaZulu Natal.	ID Copies of directors, Company_registration, CSD and shareholder certificates.	3

COLLECTION OF BID DOCUMENTS

Bid documents may be collected from **10 June 2026** between **09h00 to 16h00** at Harry Gwala District Municipality Offices, Finance Services Department, situated at Ixopo 40 Main Street, Ixopo 3276. Tender documents will be issued upon payment of a non-refundable cash fee of **R 500 .00** each. Bid documents can also be downloaded on municipal website: www.harrygwalam.gov.za

BID ENQUIRIES

Project related enquiries shall be directed to the Executive Director: Corporate Services or Manager: Administration and Support during working hours on Tel. 039-834 8700.

CLOSING DATE

The closing date for the bid is as per the table above. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name on the outside of the envelopes addressed to **The Municipal Manager**.

Bids must be deposited in the Bid Box at the **Reception area of Harry Gwala District Municipality, 40 Main Street, IXOPO** before the closing date and time. Telegraphic, telexed or faxed bids **will not** be considered, and late bids **will not** be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the bid.

GM. Sineke
Municipal Manager

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

CONTRACT NO: HGDM904/HGDM/2026

PROJECT NAME: APPOINTMENT OF THREE PROFESSIONAL SECURITY SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR THE PREMISES OF THE HARRY GWALA DISTRICT MUNICIPALITY AND OTHER MUNICIPAL SITES FOR A PERIOD OF 36 MONTHS

It is hereby CERTIFIED that I, (name) in my capacity as.....and a duly authorized representative if..... (the TENDERER) of (address)..... in the company of..... (the TENDERER) attended the official Site Inspection on (date) for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Project Manager.

SIGNATURE
(On behalf of TENDERER)

DATE
AS WITNESS: -

(On behalf of Municipal representative)

NAME

SIGNATURE

DATE

SECTION B: SCM Compliance

SCM Key compliance:

The following mandatory requirements will apply to this bid:

1. The tenderer submits **a valid** Tax Compliance Status (TCS) Pin by the South African Revenue Services or has planned to meet outstanding tax obligations.
2. The suppliers must submit CSD full report or CSD Registration Number
3. MBD Forms (relevant) must be completed in full and be signed and failure to do so will render the service provider being non-responsive. MBD 1,2,3,4,6.1,8 and 9
4. Municipal utility bill for municipal rates and services for all directors of the company (owners, shareholders. Executive directors / non-executive directors) in case a company doesn't have offices and for the company to confirm that Municipal rates are not in arrears for more than 90 days.
- 4.1 Attach a valid lease agreement if the company is leasing the office space
5. Attach a valid lease agreement if the director is leasing accommodation
6. Attach affidavit if account is under parents, siblings, grandparents and you are not paying any Municipal rates
7. A Joint-Venture Agreement, if applicable, must be submitted with tender.
8. The tender offer must be fully completed and signed by a person authorized to sign on behalf of the Tenderer.

General SCM compliance

Tender offers will only be accepted if:

The tenderer purchases the tender document or downloaded it from the HGDM website

9. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.
10. The tenderer has not:
 - a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect.
11. The tenderer has completed the Declaration of Interest and Compulsory Enterprise Questionnaire, and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employee of the state are permitted to submit tenders or participate in the contract.

12. The tenderer is required to complete the Banking Details schedule.

13. Submit proof of a Public Liability Insurance Policy to the value of at least R10 Million providing cover against all claims (including claims related to the use or misuse of firearms), against the Council, service provider or its employees; only if applicable.

14. All returnable schedules are to be completed, and all relevant certificates attached where indicated.

NB: In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each alteration. The municipality reserves the right to reject the tender if corrections are not made in accordance with the statement above. (Usage of correction pen is not permitted)



SECTION C: INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE HARRY GWALA DISTRICT MUNICIPALITY

BID NUMBER: **HGDM904/HGDM/2026**

CLOSING DATE: **6 July 2026**

CLOSING TIME: **12H00**

DESCRIPTION: **THE APPOINTMENT OF THREE PROFESSIONAL SECURITY SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR THE PREMISES OF THE HARRY GWALA DISTRICT MUNICIPALITY AND OTHER MUNICIPAL SITES FOR A PERIOD OF 36 MONTHS**

DEPOSITED IN THE BID BOX SITUATED AT

**40 MAIN STREET (HGDM Main Office)
IXOPO
3276**

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

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

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. Capability to execute the contract
4. PPPFA & associated regulations
5. Eligibility Criteria

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (SEE DEFINITION ON MBD 4 ATTACHED)

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
PHYSICAL ADDRESS
EMAIL ADDRESS
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODENUMBER.....
VAT REGISTRATION NUMBER
HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?
YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE/...../.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Harry Gwala District Municipality

Contact Person: Mrs. T. Khumalo

Email: BastermanT@harrygwaladm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Persons: Ms. V Roberts (Manager: Administration) or Mrs TT Thiyane-Magaqa (Executive Director: Corporate Services)

Email: robertsv@harrygwaladm.gov.za or magaqat@harrygwaladm.gov.za

SECTION D:

REGISTRATION ON THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLIERS DATABASE

1. In terms of the Harry Gwala District Municipality Supply Chain Management Policy Framework, all suppliers of goods and services to the Municipality are required to register on the Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, **<http://www.harrygwalandm.gov.za>**, or obtained by collecting it in the offices of the Municipality (SCM).
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 De-register the supplier from the Database,
 - 3.2 Cancel a Bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable quotation is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.**
5. Application for registration must be submitted to the Harry Gwala office at Harry Gwala District Municipality. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER IS REQUIRED TO SUBMIT A COPY OF THE REGISTRATION APPLICATION FORM, TOGETHER WITH THE BID DOCUMENTATION, TO THE RESPECTIVE DEPARTMENT INVITING BIDS.

SECTION E: RECORD OF ADDENDUM TO TENDER DOCUMENTS

Note: This is only applicable where the addendum was issued only.

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Harry Gwala District Municipality may result in your tender submission being declared non-responsive.

SIGNATURE: DATE:
(Of person authorised to sign on behalf of the Tenderer)

SECTION F: REFERENCE LETTERS

Bidders must have specific relevant experience and submit references (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

Reference Letters are to be signed and be stamped by the organisation the bidder has worked for.

NB: In a case where a bidder has purchase orders, those purchase order must be accompanied by the signed stamped reference letters.

Example. - Each Appointment letter must be accompanied by Reference letter
Each Purchase order must be accompanied by the reference letter

SIGNATURE: DATE:
(Of person authorised to sign on behalf of the Tenderer)

SECTION G:

SCOPE OF WORKS

THE APPOINTMENT OF THREE PROFESSIONAL SECURITY SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR THE PREMISES OF THE HARRY GWALA DISTRICT MUNICIPALITY AND OTHER MUNICIPAL SITES FOR A PERIOD OF 36 MONTHS

INTRODUCTION OF THE PROJECT

The Municipality invites suitably qualified and experienced service providers to submit bids for the provision of security services across all municipal satellite areas which are also referred to as zones.

The Municipality operates from a main municipal office building, as well as multiple satellite/zones and off -site locations, including customer payment points where revenue is collected. Due to the nature of operations there is a need for an integrated security solution that includes:

- Physical guarding
- Armed escort services for cash handling and banking
- VIP protection services for political office bearers

The primary objectives of the contract will be to:

- Ensure the safety and security of municipal employees, councillors, and the public
- Protection of municipal assets, infrastructure, and information
- Safeguarding of cash collected at municipal revenue offices
- Provide professional VIP protection services and
- Prevention, detection and responsiveness to security threats and incidents

The successful bidder will be expected to provide:

- 24 hour guarding services at all municipal sites (main office, satellites offices and other plants)
- Control access and exit points
- Conduct searches of persons and vehicles (where lawful)
- Perform routine patrols (foot and vehicle)
- Maintain occurrence books and incident registers
- Monitor CCTV systems at main and satellite offices and report any faults or suspicious activity and maintain logs
- Prevention of unauthorized accessibility, theft, vandalism and damage to employees, councillors, property etc.
- Provision of armed escort for the transportation of cash from satellite offices with relevant revenue personnel to banking institutions by ensuring strict adherence to cash handling protocols

- Should plan and coordinate safe and secure banking schedules
- Immediately report any security risks and incidents
- Provision of close protection services to designated political office bearers (Mayor, Speaker, Deputy Mayor, Whip of Council)
- Conduct threat and risk assessments
- Escort VIPs to official functions and public engagements
- Provide armed protection as needed
- Ensure confidentiality and professionalism at all times
- Manage visitors access control systems and issue visitor identification
- Maintain visitor registers
- Prevention of unauthorized entry to restricted areas.
- Must be able to respond to security breaches, criminal activities and fire and emergency situations.
- Must liaise with SAPS and relevant authorities.
- Must compile incident reports and
- Participate in emergency evacuation drills
- Must provide security for community engagements.
- Must have appropriate equipment and resources (radios, firearms with licences, patrol vehicles, metal detectors, PPE)

Proposed Allocation Model

The municipality has 3 operational zones within the district. For the 3 service providers that will be appointed, the municipality intends to allocate work as follows:

- **The municipality requires an estimated total of 237 guards across the zones for the contract duration. Each service provider will be allocated one zone.**
- **NO SERVICE PROVIDER WILL BE AWARDED MORE THAN ONE ZONE.**
- **The municipality reserves the right to increase, decrease, reallocate or redistribute security requirements, personnel requirements, VIP protection services, banking escort services and any related security functions between zones during the contract period to accommodate operational, budgetary, service delivery and security needs. The Municipality shall in writing advise the service provider of such changes, who shall in writing confirm the amendment to the contract and the value thereof. Such shall constitute a valid variation of the agreement.**

Harry Gwala District Municipality requires Security Services in its various properties listed as follows:

MUNICIPAL SITES TO BE SAFEGUARDED PER ZONE

ZONE 1

No	Zone	Area	No. of Guards	Armed / Not armed	Hand Metal Detector Body Scanner
1.	uMzimkhulu	NMZ Satellite office	3 (1 day & 2 night)	Armed 1(1 night)	Yes
2.	uMzimkhulu	Nguse Pump Station	1 (night)	Not Armed	Yes
3.	uMzimkhulu	Ibisi Water Works	3 (1 day & 2 night)	Not Armed	Yes
4.	uMzimkhulu	Ibisi WWTW	2 (1 day & 1 night)	Not Armed	Yes
5.	uMzimkhulu	Washbank Water Works	3 (1 day & 2 night)	Not Armed	Yes
6.	uMzimkhulu	Kwa Njunga Water Works	1 (1 day & 1 night)	Not Armed	Yes
7.	Umzimkhulu	Machunwini Water Works 1	2 (1 day & 1 night)	Not Armed	Yes
8.	Umzimkhulu	Machunwini Water Works 2 (Booster Pump)	2 (1 day & 1 night)	Not Armed	Yes
9.	Umzimkhulu	Riverside Water Works	2 (1 day & 1 night)	Not Armed	Yes
10.	Umzimkhulu	Riverside Ponds Pump Station	2 (1 day & 1 night)	Not Armed	Yes
11.	Umzimkhulu	Umzimkhulu Water Works	2 (1 day & 1 night)	Not Armed	Yes
12.	Umzimkhulu	Umzimkhulu Sewerage Works	2 (1 day & 1 night)	Not Armed	Yes
13.	Umzimkhulu	Mnqumeni Treatment	3 (1 day & 2 night)	Not Armed	Yes
14.	Umzimkhulu	Mnqumeni Booster	2 (1 day & 1 night)	Not Armed	Yes
15.	Umzimkhulu	Mnqumeni Abstraction	2 (1 day & 1 night)	Not Armed	Yes
16.	Umzimkhulu	Scoonplas	2 (1 day & 1 night)	Not Armed	Yes

17.	Umzimkhulu	Nhlambamasoka Abstraction	2 (1 day & 1 night)	Not Armed	Yes
18.	Umzimkhulu	Umzimkhulu River Pump Station	2 (1 day & 1 night)	Not Armed	Yes
19.	Umzimkhulu	Deepdale (Loli Booster Pump)	2 (1 day & 1 night)	Not Armed	Yes
20.	Umzimkhulu	Mbizweni Abstraction	2 (1 day & 1 night)	Not Armed	Yes
21.	Umzimkhulu	Umzimkhulu Testing Grounds	2 (1 day & 1 night)	Not Armed	Yes
22.	Umzimkhulu	Msholoji Reservoir	2 (1 day & 1 night)	Not Armed	Yes
23.	Umzimkhulu	Summerfield Reservoir	2 (1 day & 1 night)	Not Armed	Yes
24.	Umzimkhulu	Mbizweni Sewer Pumpstation	2 (1 day & 1 night)	Not Armed	Yes
25.	Umzimkhulu	KwaLoli booster pump	2 (1 day & 1 night)	Not Armed	Yes
26.	Umzimkhulu	Rietvlei treatment works	2 (1 day & 1 night)	Not Armed	Yes
27.	Umzimkhulu	Summerfield abstraction works	2 (1 day & 1 night)	Not Armed	Yes
28.	Umzimkhulu	Summerfield water treatment works	2 (1 day & 1 night)	Not Armed	Yes
29.	Umzimkhulu	Mnqumeni water supply pump station	2 (1 day & 1 night)	Not Armed	Yes
30.	Kokstad	Kokstad Waste Water Treatment W	4 (2 day & 2 night)	Not armed	Yes
31.	Kokstad	Kokstad Water Works	4 (2 day & 2 night)	Armed(1 night)	Yes
32.	Kokstad	Shayamoya Bottom Reservoir	2 (1 day& 1 night)	Not armed	Yes
33.	Kokstad	Shayamoya river Pump Station	2 (1 day& 1 night)	Not armed	Yes
34.	Kokstad	Shayamoya Top Reservoir	2 (1 day& 1 night)	Not armed	Yes
35.	Kokstad	Shayamoya sewerage (Pump one) (	2 (1 day & 1 night)	Not armed	Yes

		Bhongweni reservoir)			
36	Kokstad	Shayamoya sewer Pump Station	2 (1 day & 1 night)	Not armed	Yes
37.	Harry Gwala District	VIP Protection	4	Armed	No
TOTAL			79 guards (29 day & 33 night) and 4 VIP Protectors		
TOTAL			83		

ZONE 2

No.	Zone	Area	No. of guards	Armed/ Not Armed	Hand Metal Detector Body Scanner
1.	JPP	HGDM Main Office	8(3 Day & 5 Night)	Armed (1 night)	Yes
2.	JPP	Disaster Management Centre	3 (1 Day & 2 Night)	Not armed	Yes
3.	JPP	Nokweja Reservoir C Pump Station Site	3 (1 Day & 2 Night)	Not armed	Yes
4.	JPP	JPP Satellite Office/Umngeni	6 (3 Day & 3 Night)	Armed (1 night)	Yes
5.	JPP	Esiqandulweni Package Plants Site	3 (1 Day & 2 Night)	Not armed	Yes
6.	JPP	Nokweja Water Works	3 (1 Day & 2 Night)	Not armed	Yes
7.	JPP	Jolivet Pump Station	3 (1 Day & 2 Night)	Not armed	Yes
8.	JPP	Crossroad Pump Station	3 (1 Day & 2 Night)	Not armed	Yes

9.	JPP	Chibini Pump Station	3 (1 Day & 2 Night)	Not armed	Yes
10.	JPP	Chibini Water Treatment	4 (2 Day & 2 Night)	Not armed	Yes
11.	JPP	Ncakubana booster	3 (1 Day & 2 Night)	Not armed	Yes
12.	JPP	Ixopo Golf Course Pump Station	3 (1 Day and 2 Night)	Not armed	Yes
13.	JPP	Chibini Dam	3 (1 Day & 2 Night)	Not armed	Yes
14.	JPP	Chibini Booster Camp	3 (1 Day & 2 Night)	Not armed	Yes
15.	JPP	Chibini Raw water	3 (1 Day & 2 Night)	Not armed	Yes
16.	JPP	Ncakubana Treatment	3 (1 Day & 2 Night)	Not armed	Yes
17.	JPP	Highflats(Pump Station)	3 (1 Day & 2 Night)	Not armed	Yes
18.	JPP	Highflats (Tank and package plant)	3 (1 Day & 2 Night)	Not armed	Yes
19.	JPP	Chibini pump station (Mshakeni)	2 (1 day & 1 night)	Not armed	Yes
20.	JPP	New Parking (Main Office)	2 (1 day & 1 night)	Not armed	Yes
21.	Kokstad	Horseshoe sewer Pump Station 2	2 (1 day & 1 night)	Not armed	Yes
22.	Kokstad	Franklin Water works	2 (1 day & 1 night)	Not armed	Yes
23.	Kokstad	Franklin Waste Water Treatment Works	2 (1 day & 1 night)	Not armed	Yes
24.	Kokstad	Franklin River Pump Station	2 (1 day & 1 night)	Not armed	Yes
25.	Kokstad	Franklin Main Collector Pump Station	2 (1 day & 1 night)	Not armed	Yes
26.	Kokstad	Franklin Railway Pump Station	2 (1 day & 1 night)	Not armed	Yes
27.	Harry	VIP Protection	5	Armed	No

	Gwala District				
TOTAL			79 (25 day & 42 night) and 5 VIP Protectors		
TOTAL			84		

ZONE 3

No.	Zone	Area	No. of Guards	Armed/Not Armed	Hand Metal Detector Body Scanner
1.	Dr Nkosazana Dlamini-Zuma	Bulwer Sewerage Plant	2 (1 day & 1 night)	Not armed	Yes
2.	Dr Nkosazana Dlamini-Zuma	New Bulwer Purification Plant	2 (1 Day & 1 Night)	Not armed	Yes
3.	Dr Nkosazana Dlamini-Zuma	St Appolinaris Water Works	2 (1 Day & 1 Night)	Not armed	Yes
4.	Dr Nkosazana Dlamini-Zuma	Hlanganani Water Works	2 (1 Day & 1 Night)	Not armed	Yes
5.	Dr Nkosazana Dlamini-Zuma	Creighton Water Works	2 (1 Day & 1 Night)	Not armed	Yes
6.	Dr Nkosazana Dlamini-Zuma	Nkwezela New Pump Station	2 (1 Day & 1 Night)	Not armed	Yes
7.	Dr Nkosazana Dlamini-Zuma	Mqatsheni (Water works)	2 (1 Day & 1 Night)	Not armed	Yes

8.	Dr Nkosazana Dlamini-Zuma	Mahwaqa Pump Station	1 (1 Night)	Not armed	Yes
9.	Dr Nkosazana Dlamini-Zuma	Himeville WWTW Low cost	2 (1 day & 1 Night)	Not armed	Yes
10.	Dr Nkosazana Dlamini-Zuma	Underberg WWTW low cost No.1	2 (1 day & 1 Night)	Not armed	Yes
11.	Dr Nkosazana Dlamini-Zuma	Mangwaneni WWTW	2 (1 day & 1 night)	Not armed	Yes
12.	Dr Nkosazana Dlamini-Zuma	Hlanganani Raw Water Pump Station	2 (1 day & 1 night)	Not armed	Yes
13.	Dr Nkosazana Dlamini-Zuma	Centocow Waste Water Works	2 (1 day & 1 night)	Not armed	Yes
14.	Dr Nkosazana Dlamini-Zuma	Centocow Raw Water Pump Station	2 (1 day & 1 night)	Not armed	Yes
15.	Dr Nkosazana Dlamini-Zuma	Macabazini Water Works	2 (1 day & 1 night)	Not armed	Yes
16.	Dr Nkosazana Dlamini-Zuma	Underberg Waste Water Sewerage Plant	2 (1 day & 1 night)	Not armed	Yes
17.	Dr Nkosazana Dlamini-Zuma	Underberg Treatment works	3(1 day & 2 night)	Not armed	Yes
18.	Dr Nkosazana Dlamini-Zuma	Hlanganani Waste Water	2 (1 day & 1night)	Not armed	Yes
19.	Dr	Bulwer Office	1 (1 day)	Not armed	Yes

	Nkosazana Dlamini-Zuma				
20.	Dr Nkosazana Dlamini-Zuma	St Appolinaris Water Works (Abstraction)	2 (1 day & 1 night)	Not armed	Yes
21.	Dr Nkosazana Dlamini-Zuma	St Appolinaris Water works (Waste)	2 (1 day & 1 night)	Not armed	Yes
22.	Dr Nkosazana Dlamini-Zuma	Hlanganani(uhane river pump)	2 (1 day & 1 night)	Not armed	Yes
23.	Dr Nkosazana Dlamini-Zuma	Underberg WWTW low cost No. 2	2 (1day & 1 night)	Not armed	Yes
24.	Dr Nkosazana Dlamini-Zuma	Nomandlovu (WTW)	2 (1 day & 1 night)	Not armed	Yes
25.	Dr Nkosazana Dlamini-Zuma	Nomandlovu(Booster Pump)	2 (1 day & 1 night)	Not armed	Yes
26.	Dr Nkosazana Dlamini-Zuma	Khukuleka (package plant)2	2 (1 day & 1 night)	Not armed	Yes
27.	Dr Nkosazana Dlamini Zuma	Spheni Command Reservoir	2 (1 day & 1 night)	Not Armed	Yes
28.	Dr Nkosazana Dlamini Zuma	Pholela Wastewater Treatment Works	2 (1 day & 1 night)	Not Armed	Yes
29.	Dr Nkosazana Dlamini Zuma	Himeville wastewater treatment works	2 (1 day & 1 night)	Not Armed	Yes
30.	Dr Nkosazana	Underberg wastewater	2 (1 day & 1 night)	Not Armed	Yes

	Dlamini Zuma	treatment works			
31.	Kokstad	Springfontein (Makhoba) Pump Station	2 (1 day & 1 night)	Not armed	Yes
32.	Kokstad	Argyll Pump (Makhoba) Station	2 (1 day & 1 night)	Not armed	Yes
33.	Kokstad	Horseshoe sewer pump station 1	2 (1 day & 1 night)	Not armed	Yes
34.	Kokstad	Franklin Reservoir	2 (1 day & 1 night)	Not armed	Yes
35.	Kokstad	Main Office (Kokstad)	2 (1 day & 1 night)	Not armed	Yes
36.	Kokstad	Horseshoe sewer Pump Station 3 (Mphela)	2 (1 day & 1 night)	Not armed	Yes
37.	Kokstad	Granswag Reservoir	2 (1 day & 1 night)	Not armed	Yes
38.	Kokstad	Mamiesa/Wimpy Reservoir	2 (1 day & 1 night)	Not armed	Yes
39.	Kokstad	Golf Course Reservoir	2 (1 day & 1 night)	Not armed	Yes
40.	Kokstad	Franklin RDP Reservoir	2 (1 day & 1 night)	Not armed	Yes
41.	Harry Gwala District	VIP Protection	4	Armed	No
TOTAL			79 (29 day & 30 night) And 4 VIP Protectors		
TOTAL			83		

SECURITY PERSONNEL REQUIRED

Security Officers required to work during the dayshift, night shift, public holidays and weekends.

Total number of guards: 237

Total number of VIP Protectors: 13

- All personnel must be registered with Private Security Industry Regulatory Authority (PSIRA)
- All personnel must be appropriately graded depending on duties
- Personnel must possess valid firearm competency certificates (armed personnel)
- Personnel must have valid driver's licenses
- Personnel must be trained in security procedures, emergency response, customer services
- Personnel must wear full uniform and visible identification at all times.

It is the responsibility of the service provider to ensure that the security personnel in his/her service and especially those deployed for the rendering of this service, meet the following requirements at all times:

1.1. Security Officers: Grade C

- Security officers must be able to communicate, read and write in English.
- Security officers may not be younger than 18 years of age.
- Security officers must have a good grounding in their post descriptions and duties.
- Officers who will work in the control room should have computer literacy.

1.2. Supervisors and Security Officers

- 1.2.1. Supervisors and security officers must have undergone and passed formal accredited security training.
- 1.2.2. The security company to ensure that their staff is aware and conversant with the requirements of the Minimum Information Security Standard (MISS) document (available in control room).
- 1.2.3. At all times supervisors and security officers must present an acceptable image/appearance which implies, inter alia, that they may not lounge about, smoke or even read newspapers while on duty.
- 1.2.4. All security personnel must, at all times, present a dedicated attitude/approach to their work, which attitude/approach shall imply, inter alia, that there shall not be unnecessary arguments with visitors/staff or discourteous behaviour towards visitors/staff.
- 1.2.5. All security personnel must be physically healthy and medically fit for the execution of their duties.
- 1.2.6. All security personnel must be registered as required by PSIRA.
- 1.2.7. All security staff must sign an undertaking in declaration to refrain from any act which might be to the detriment to HGDM's image.
- 1.2.8. Security staff is prohibited from reading documents or records in offices or unnecessary handling thereof.
- 1.2.9. No information concerning departmental activities may be furnished to the public or news media by the contractor and his/her employees.
- 1.2.10. HGDM reserves the right to ascertain from SAPS whether security personnel possess record clearances as well as to ascertain from the PSIRA whether the security personnel are registered in line with the requirements of the Act.

- 1.2.11. The personnel of the service provider must possess security clearance of a minimum of confidential level issued by an institution recognized in Government.

1.3. Uniforms

The service provider undertakes to ensure that each member of his/her security personnel will at all times, when on duty, be fully equipped in respect of:

- 1.3.1. A uniform (corporate clothing) neat and clearly identifiable, which will include matching raincoats and overcoats.
- 1.3.2. A clear identification card with the member's photo, worn conspicuously on his/her person at all times;
- 1.3.3. Service aids to be worn on the person at all times during guard duty, such as:
 - Handcuffs at least four (4) in the control room
 - Occurrence Books (all reception desks)
 - Pocketbooks
 - Pen (black & red)
 - Torch with chargers
 - Radio
 - Base Radio: The service provider must provide the radio base for the on-site control room.
 - All registers required for this project shall be on the service provider's cost.
- 1.3.4. At his/her headquarters the contractor must keep available for inspection by representatives of HGDM, proper staff files as well as appropriate documents of all security personnel in his/her service that are employed for rendering of the services to HGDM. The appropriate documents shall include, but not limited to, scholastic, registration, medical certificates and security clearances.
- 1.3.5. The service provider must ensure that security aids and all necessary registers are available at all times at each post where he/she renders a security service in terms of this contract. HGDM reserves the right to inspect all registers or security aids at any given time.
- 1.3.6. The service provider shall provide on-site three hand-guns (either revolvers or pistols) and two shotguns provided with ammunition and rubber bullets as well as a handheld metal detector to inspect visitors on arrival. These will be kept in the control room and can be used by supervisors who are trained in weapon handling and use. A register must be maintained to record handing/ taking over notes regarding the condition and quantity of firearms including ammunitions. This will be inspected by HGDM Security Manager or his/her delegate from time to time. All firearms must be licensed to the service provider. Certified copies of firearm licenses must be submitted with your tender proposal. Failure to do so will invalidate your tender submission.

2. ADMISSION CONTROL REGISTER OR ADMISSION FORMS

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

2.2. Visitors register/admission control forms:

2.2.1. 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 visitors
- Home or work address of the visitor
- Name of person to be visited
- Purpose of visit
- Brand, calibre and number of firearm of any dangerous objects on visitor's possession (if any)
- Signature of visitor

3. ROSTER OF DUTY

3.1. Purpose: The purpose of the roster/duty list will be to serve as proof, at all reasonable times that all personnel should be on duty per shift, are indeed on duty.

3.2. Drawing up a roster/duty list: Daily, weekly or monthly roster of all security personnel on duty must be drawn up by the contractor and kept in the security control office at each site where such service is rendered.

3.3. Change to the roster: Any change to the roster shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

4. DUTY SHEET

4.1. Purpose: The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for the contract.

4.2. The contractor must have available at the site a comprehensive duty sheet per each post including parking basements.

4.3. The duty sheets will be checked by the Security Manager from time to time as part of quality checks.

5. ROTATION OF SECURITY STAFF

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

5.2. Security personnel should rotate areas of work and such should be reported on a monthly basis.

6. LOST ARTICLES

- 6.1. Lost articles or articles found at the site and for which ownership cannot be established must be handed in to HGDM Security Manager.

7. DAMAGES TO THE STATE PROPERTY AND ASSETS (AND STOLEN ASSETS)

- 7.1. The staff of the contracted security company must be able to follow the basic procedures immediately when damage or loss to the state property or assets is detected.
- 7.2. The supervisors must have the ability to investigate and furnish the respective report (i.e. incident report) to the department.
- 7.3. Such detected damage or loss to property or assets including the stolen assets must be reported to HGDM Security Manager immediately.
- 7.4. The service provider will be held liable for any damage or loss suffered by HGDM, as a result of the service provider's own or his/her employees' negligence or deliberate intent.

8. CHECKING OF SERVICE

- 8.1. Checking of service shall be done by the service provider on at least a monthly basis whereby the service provider will complete the monthly inspection form, for testing the quality of services and such form to be attached to the monthly report, which will be submitted to the respective Manager.
- 8.2. HGDM reserves the right to check the service rendered by the contractor at any time, in order to ensure that the services are rendered in accordance with the conditions of the contract.
- 8.3. HGDM reserves the right to require from the service provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. HGDM will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.
- 8.4. NOTE: The departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions of Service Level Agreement.
- 8.5. All personnel shortages must be noted down in the occurrence book. Should security officer/s not be present at work a replacement is required within 2 hours of the commencement of that shift. If a replacement is not viable the amount of absentees shall be deducted from the monthly invoice.

9. INDEMNITY

HGDM is indemnified against liability, compensation or legal expenses in respect of the following cases:

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

- 9.2. Damage to or destruction of any equipment or property of the service provider during the execution of their duties.
- 9.3. Any claims and legal costs which may ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.
- 9.4. The service provider shall be notified in writing by HGDM of the particulars of each claim he is liable for, take out sufficient insurance against any claims, costs, loss and/or damage ensuring from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- 9.5. A copy of such insurance contract shall be handed to the departmental representative on commencement of the service.

10. PRO RATA DECREASE OF PAYMENT

- 10.1. If, at any time, the service is not rendered in accordance with the conditions of contract or the specification, e.g. insufficient security officers provided or HGDM is not satisfied that the service was of satisfactory standard, therefore led to any loss to HGDM, HGDM reserves the right to claim payment from the service provider for such loss.
- 10.2. Similarly, no departure from or breach of, failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such departure, breach of failure to comply, unless such condonation, waiving or non-fulfilment has been agreed to in writing, through HGDM.

11. AMENDMENT AND/OR TERMINATION OF SERVICE

- 11.1. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through HGDM.
- 11.2. Should the service provider alienate his rights and liabilities in terms of this contract, the service provider must notify HGDM immediately in writing so that the necessary steps for the cession of the contract can be taken.
- 11.3. Termination of this agreement for default by any of the Parties will be handled in accordance with paragraph 23 of the General Conditions of Contract (GCC).
- 11.4. Termination of this agreement for insolvency will be handled in accordance with paragraph 26 of the GCC.
- 11.5. The Parties shall be entitled to terminate the agreement by giving one (1) month written notice in the event that HGDM or the Managing Director of the security company is of the opinion that:-
 - The agreed objectives will not be attained
 - To proceed with the project would be fruitless expenditure as contemplated by the MFMA.

1. SPECIAL CONDITIONS:

- 2.1 Service Provider information should be registered on Harry Gwala District Municipality Database.
- 2.2 Service provider must have previous experience in projects of similar nature.
- 2.3 No costs, apart from the costs specified in this document, will be accepted or allowed to be charged to either Service provider, the Service Provider must ensure that all other costs are covered in the tender.

2. LIABILITY:

Council will not in any way be liable for any loss, injury or damage which may be sustained by the successful Bidder, his employees, his equipment or any other person through handling or use of the items offered for sale.

Bidder must follow the Workmen's Compensation Act No. 30 of 1941, for all workmen employed in the contraction process.

All machinery used by the Service provider must comply with the regulations a specified in the Machinery and Occupational Safety Act No. 6 of 1983 as amended.

3. INSURANCES REQUIRED

The Supplier shall submit within seven (7) days from date of receipt of the Provisional Letter of Acceptance, to the Head: Supply Chain Management, the following Insurances and Surety:

- Third Party Insurance to the value of R1 000 000.00 (for any single claim) for any damages to private property/persons arising out of this contract. The policy must be in force for the full duration of the contract period. For any single claim.
- Works Insurance to an amount of the total tender amount.
- Further to the above, the supplier shall indemnify the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.
- When the Head: Supply Chain Management is, in her absolute discretion satisfied with the above arrangements, a Final Letter of Acceptance will be forwarded to the Supplier, confirming that the tender and the letter constitute a binding agreement between the Contractor and the Harry Gwala District Municipality.

4. VALIDITY:

The Service Provider shall be bound by his offer for a period of ninety (90) days from the closing date.

5. PRICES:

All prices quoted must be firm and inclusive of VAT.



Section H: Evaluation Criteria and RDP Goals

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 POINTS WILL BE AWARDED AS FOLLOWS: -

Received Responsive Proposals will be evaluated based on the following criteria.

The bid will be evaluated in two stages namely:

- Stage 1 - Functionality
- Stage 2 - Price and Preferential Points

Stage 1

Assessment of functionality. Only service providers who achieve a minimum of 60 of the total available points, in accordance with the criteria, will qualify for stage two of the evaluation. The formula will be used to calculate Functionality using the criteria mentioned below. Functionality will first be evaluated using the following points:

A score of less than 60 out of 100 points for functionality will render the tender nonresponsive, this therefore indicate that, the onus rests with the tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is supplied, zero points will be awarded for that item. Please note that, functionality points will only be utilized to determine the responsiveness of tenders and will not be utilized further in the evaluation process.

Any tender that will scores below 60 points on functionality will be regarded as non-responsive and shall not proceed to evaluation level.

Stage 2:

This bid Shall be evaluated in terms of the Preferential Procurement Policy Framework Act (No 5 of 2022), bidders may claim preference points in terms of Specific Goal

The 80/20 preference point system will be used for this bid.

The first 3 bidders who score the highest points for preference points will be appointed.

<u>Specific Goals</u>	<u>Verification Method</u>	<u>Points</u>
• Enterprise located within the Harry Gwala District Municipality.	ID Copies of directors, Company_registration, CSD and shareholder certificates.	20
• Enterprise located in the province of KwaZulu Natal but outside of Harry Gwala District Municipality	ID Copies of directors, Company_registration, CSD and shareholder certificates.	12

Enterprise located within the Republic of South Africa but outside of KwaZulu Natal.	ID Copies of directors, Company registration, CSD and shareholder certificates.	8
TOTAL		20

Evaluation criteria

Criteria Description	Sub-Criteria	Points Per Item	Maximum Points	Indicator
Experience in the Provision of Physical Security Services	7 or more projects experience in provision of physical security services	40	40	- Appointment letter/ Engagement letter/ Instruction/Works Order signed by the client on the organization's letterhead with traceable contact details and name. - A reference letter/s from the client confirming work experience (must detail contract duration, scope of work and performance satisfaction) in the provision of physical security services, stamped, and signed on the clients' letterhead.
	4-6 projects experience in the Provision of physical security services	20		
	1-3 projects experience in the provision of physical security services	10		
Public Liability Insurance	R10 million or above	10	10	A valid public liability insurance certificate indicating cover amount and expiry date.
	R 6 million to R9 999 999.99 million	5		
	R5 million to R5 999 999.99	3		

	R4 999 999.99 and below	0		
Proof of vehicle ownership	6-10 vehicles or more	20	20	Vehicle registration logbooks or lease agreements registered in the bidder's name.
	3-5 vehicles	10		
	1 to 2 vehicles	5		
Competency requirements of personnel: Grade C armed/unarmed – guards PSIRA registration certificates Grade C and B (Armed) – PSIRA registration certificates, Fire-arm training certificates & Driver's license	30 or more Grade C competent security guards PSIRA registered. 15 or more Grade B Fire-arm training, PSIRA registered & Driver's license.	20	20	Valid PSIRA registration certificates for all personnel. Firearm competency or training certificates for armed personnel. Valid driver's licenses for all supervisors and other applicable personnel.
	20 – 29 Grade C competent security guards PSIRA registered. 10-14 Grade B Fire-arm training, PSIRA registered & Driver's license.	10		
Financial Viability	A Rating	10	10	Bank rating, signed, stamped on a bank letterhead.
	B Rating	5		
	C Rating	2		
	D Rating or lower	1		

BILL OF QUANTITIES

RATES/DAY

PRICING SCHEDULE

Bidders are required to provide rates exclusive of VAT and inclusive of salaries, statutory contributions, uniforms, equipment, transport, supervision, administration costs, communication devices. All rates must comply with the latest PSIRA minimum wage determinations.

No.	Description of Service	PSIRA Grade	Quantity	Shift Type	Rate Per Officer Per Day	Monthly Cost (30 Days)	Annual Cost (12 Months)
1	Security Officer	Grade B (armed)	1	Day			
2	Security Officer	Grade B (armed)	1	Night			
3	Security Officer	Grade C (unarmed)	1	Day			
4	Security Officer	Grade C (unarmed)	1	Night			
5	Security Officer	Grade C (armed)	1	Day			
6	Security Officer	Grade C (armed)	1	Night			
7	VIP Protection Services	Specialized	1	As and when required			
8	Banking Escort Services	N/A	1	As and when required			

SUBTOTAL (YEAR 1): R _____

VAT (15%): R _____

TOTAL CONTRACT PRICE (YEAR 1): R _____

ESCALATION COSTS

Financial Year	Escalation Percentage (%)	Estimated Escalated Contract Value
Year 2		
Year 3		

Form of offer price (Total Contract Value for Year 1)

**PLEASE NOTE: YOU MUST PROVIDE RATE FOR THE YEAR
APPROVAL OF SCOPE OF WORKS / TERMS OF REFERENCE**

Signed by and on behalf of the Harry Gwala District Municipality by in her/his capacity as, she/he is being duly authorized thereto and warranting such authority, at on the day of 20.....

Signature

Date:

Witness (Project Manager)

Signature

Date:

SECTION J:**RELEVANT EXPERIENCE**

Bidders must have specific experience and submit appointment letters as well as references (in a form of written proof/(s) on organization's letter head and including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

The following is a statement of work of a similar nature successfully executed by myself/ourselves:

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year

Continued overleaf... - /

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year

Failure to provide the necessary information will compromise the bidding document.

SIGNED ON BEHALF OF THE BIDDER

.....

SECTION K

DECLARATION THAT INFORMATION ON HARRY GWALA DISTRICT MUNICIPALITY SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

....., WHO REPRESENTS (state name

Of bidder).....

AM AWARE OF THE CONTENTS OF THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLIER DATABASE WITH RESPECT TO THE SUPPLIER’S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE EVALUATION PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE :



SECTION L: ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

.

Section 2: VAT registration number, if any:

.

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 6: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the

Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;



A) TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, suppliers are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the suppliers with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3. The original Tax Clearance Certificate or SARS PIN must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Bids where Consortia/Joint Ventures/Sub-suppliers are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SECTION N:**MBD3****FORM OF OFFER AND ACCEPTANCE****NAME OF BIDDER (ORGANISATION):** _____**A. OFFER**

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

BID NO.....

The Bidder, identified in the Offer signature block below, by submitting this Offer has accepted the Conditions of Tender.

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

Price:**R**..... (in figures)

Amount in words.....

*including VAT	
*excluding VAT	

* tick relevant box

The prices / rates quoted must be firm	Is the delivery period stated firm? Yes/No:
Name: (of person authorised to sign the bid)	Signature:
Name of Witness:	Signature of Witness:
Date:	Failure of a Bidder to sign this form will invalidate the bid
Address of Organisation: _____	
Telephone No. _____ Fax No. _____	

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Supplier the amount due in accordance with the Conditions of Contract. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Name : (of person authorised to sign the bid)	Signature:
Capacity:	Date:
Name of Witness:	Signature of Witness:

SECTION O:

MBD 4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 statements for auditing?*

YES / NO

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

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards 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.

.....
 ...

 ...

 ...

 ...

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION Q:**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise located within the Harry Gwala District Municipality		20		
Enterprise located outside Harry Gwala District Municipality but within KwaZulu Natal province		12		
Enterprise located outside the province of KwaZulu Natal but within the Republic of South Africa		8		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION S:**MBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

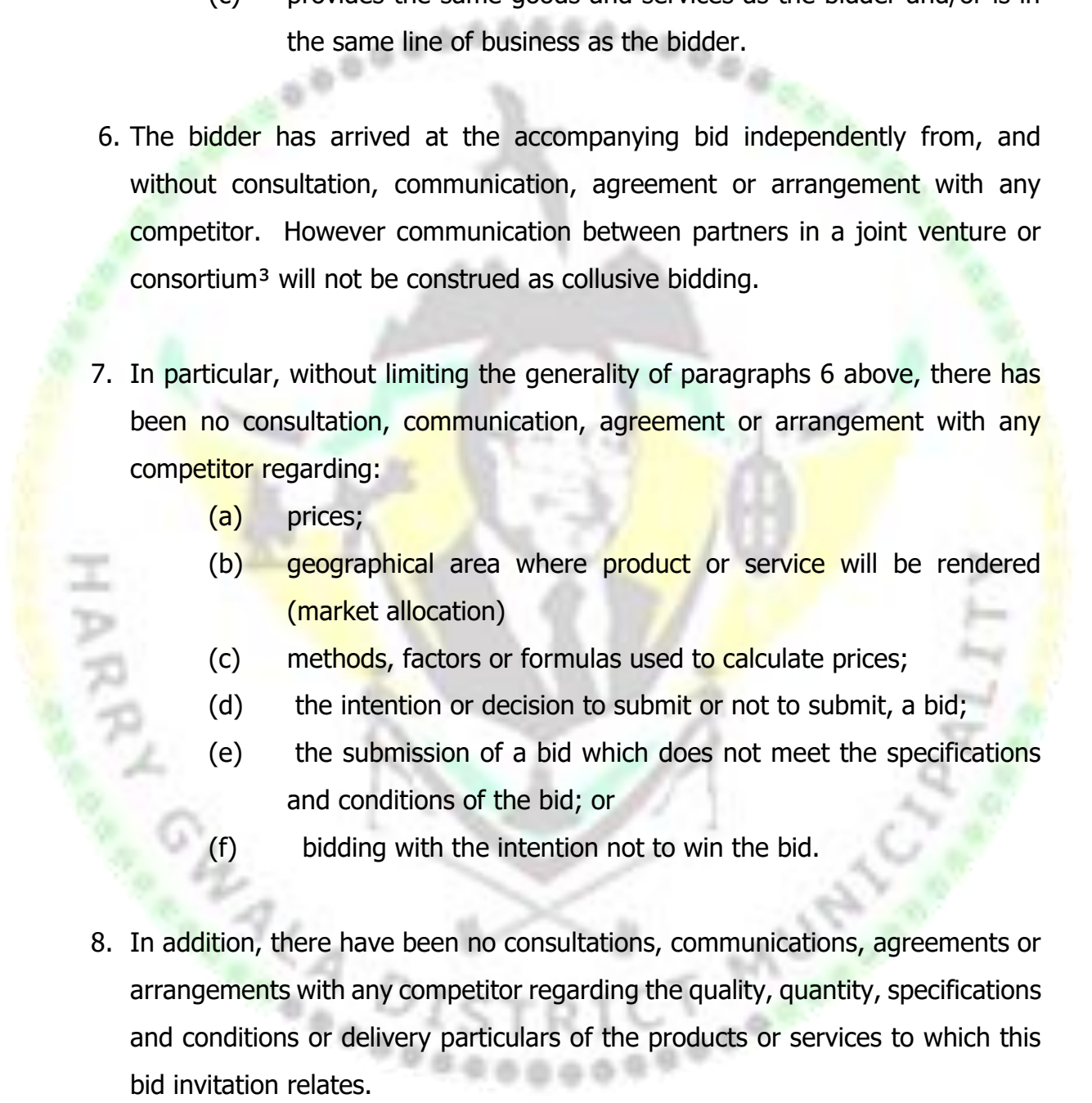
(Name of Institution)

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

I _____ certify _____ on _____ behalf
of: _____ that:

(Name of Bidder)

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

- 
- (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

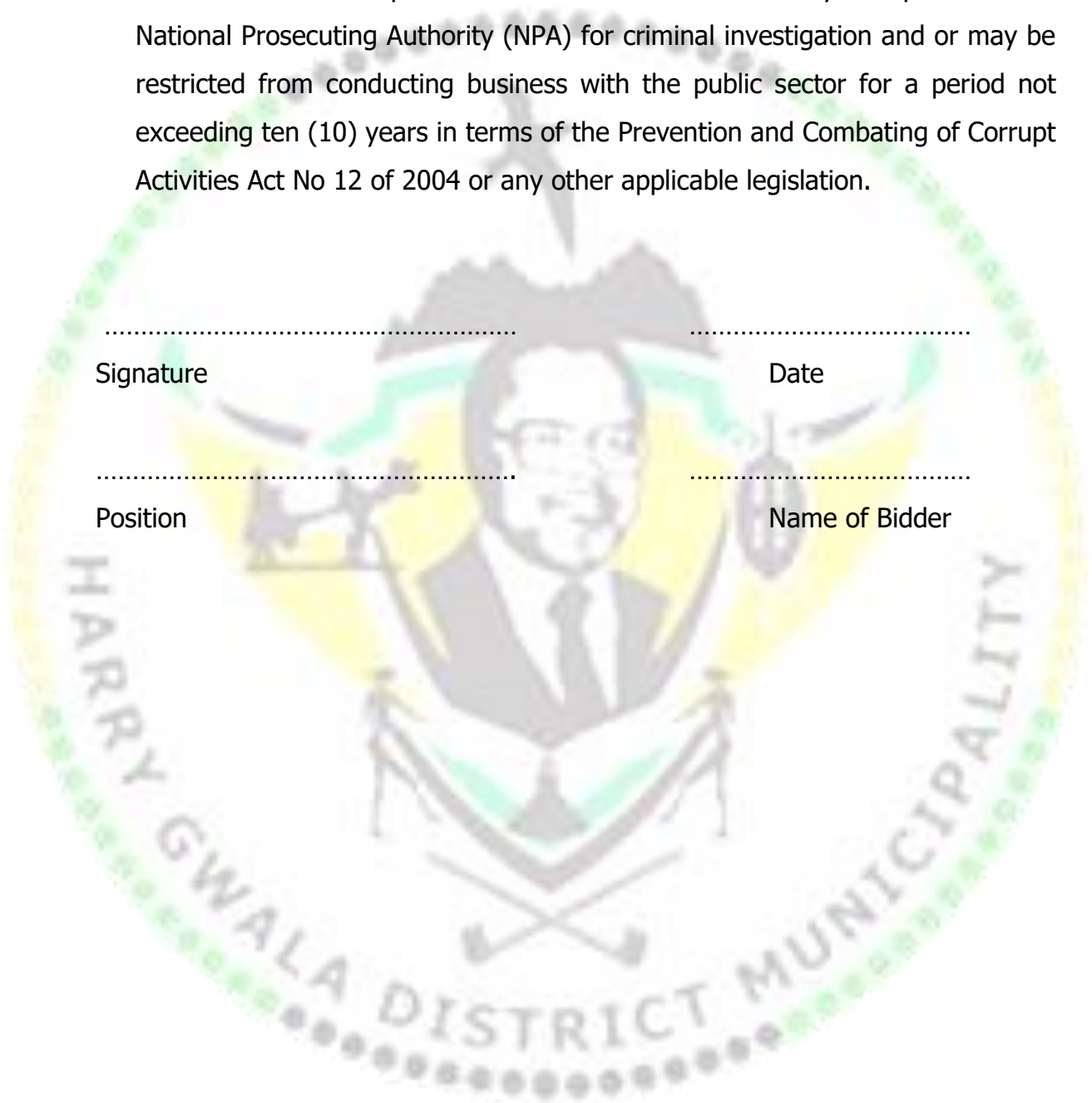
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



SECTION U:

CERTIFICATE OF AUTHORITY FOR SIGNATURE

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM	
				Incorporated	
				Unincorporated	

The Tenderer must provide a certificate in the form of a resolution of the partners or directors authorising the signatory on behalf of the enterprise(s) **and such resolution shall include a specimen signature of the signatory.**

Failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

NB: Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Director(s) of the firm and shall be attached and must be on a Company letter head (signature of signatory is required) example (s) is provided below.

(I) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am
the sole owner of the business trading as:
.....

Specimen Signature of Sole Owner:
.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as..... hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract No. and any contract resulting from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

Specimen Signature of Signatory:
.....

Date:

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorise Mr/Ms

.....

acting in the capacity of , to sign all documents
in connection with the tender for Contract No.
..... and any contract resulting from it on
our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Specimen Signature of Signatory:

.....

Date:

(IV) CERTIFICATE FOR COMPANY

I, chairperson
of the Board of Directors

of, hereby confirm that by
resolution of the Board

(Copy attached) taken on
..... 20.....,

Mr/Ms,
acting in the capacity of
....., was authorised
to sign all documents in connection with this tender and any contract resulting from it
on behalf of the company.

Signature of Chairman:

.....

Specimen Signature of Signatory:

.....

Date:

(V) CERTIFICATE FOR JOINT VENTURE / CONSORTIUM

[This Returnable Schedule is to be completed by a Joint Venture / Consortium]

We, the undersigned, are submitting this tender offer in Joint Venture / Consortium and hereby authorise Mr/Ms....., authorised signatory of the company, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting therefrom on our behalf.

NAME OF COMPANY	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....

In addition to this Certificate of Authority on behalf of the JV or Consortium, separate Certificates of Authority are also required from each parent company to the Joint Venture or Consortium. These must be in the form of a resolution of the partners or directors authorising the signatory on behalf of the enterprise to sign the JV or Consortium Certificate of Authority.

For example, if a joint venture partner is a limited liability company, then a resolution of the board of directors for that company is required to demonstrate that the person signing on behalf of the JV has the authority to do so from the parent company. The tenderer must do this either by using the relevant pro forma certificate (I), (II), (III) or (IV), as provided in this Returnable Form B, for that particular type of parent organisation, or by providing a certificate in the form of a resolution of the partners or directors authorising the signatory on behalf of the enterprise **and such resolution shall include a specimen signature of the signatory.**



SECTION V: CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: HGDM904/HGDM/2026

Name of the Tenderer:

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, 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 residential 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 is overdue for more than 30 days.

Signature

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

at _____ on the _____ day of _____ 20____.

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

SECTION W: BANK DETAILS

The Bidder shall provide details of banking details which shall be applicable to this contract.

Bank Details - Bank Name:

Address:

Account Number:

Contact Person:

Tel No.:

Fax No.:

Auditor Details - Firm Name:

Address:

Firm Number:

Contact Person:

Tel No.:

Fax No.:

SIGNED ON BEHALF OF THE BIDDER:

.....

SECTION X: COMPANY PROFILE

Bidders are required to submit a Company Profile that records their ability to undertake specific tasks.

The Company Profile must include the following items:

- A detailed list of services provided by the company.
- Detailed equipment provided by the company.
- Details of personnel (organogram/ company structure)
- Provision of emergency services
- Etc.

SIGNATURE: DATE:
(Of person authorised to sign on behalf of the Tenderer)

**NB: THIS WILL ONLY BE APPLICABLE WHERE IT IS A REQUIREMENT TO
SUBMIT THE PROFILE**

SECTION Y: CIDB

Bidders must be registered with CIDB in Class of required works and have a grading of specific level or higher. Only bidders who satisfy the eligibility criteria stated in the Bid Data are eligible to submit bids.

CONTRACT NO: HGDM904/HGDM/2026

Name of Bidder :

CRS NO :

CIDB Grading Level:

FOR JOINT VENTURE

Name of Bidder :

CRS Number (1) :

CRS Number (2) :

CIDB Grading Level for Joint venture:

SIGNATURE: DATE:

(Of person authorised to sign on behalf of the Tenderer)

NB: Information to be provided only if applicable.

SECTION Z:

SPECIAL INSTRUCTIONS AND NOTICES TO SERVICE PROVIDERS REGARDING THE COMPLETION OF BID FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 2003, THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The supplier is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the supplier must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.

15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached



SECTION Z1:

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Harry Gwala District Municipal Administration (hereinafter called the "Harry Gwala District Municipality") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Municipality during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Municipal Finance Management Act, 2003, the Harry Gwala District Municipality Supply Chain Management Policy Framework, and the General Conditions of Contract.
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Municipality. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bid and by the subsequent acceptance of any less favourable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executand* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any quote issue to the satisfaction of the Municipality, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-
 - (a) Recover from the supplier all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20

AT

**SIGNATURE OF SUPPLIER OR DULY
AUTHORISED REPRESENTATIVE**

NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME):

CAPACITY OF SIGNATORY:

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION Z2:

CONTRACT DATA PROVIDED BY EMPLOYER

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER		
Clause 1.	Name of Employer: The Municipality of Harry Gwala District represented by Head of Municipality: Municipal Manager.		
Clause 1.2	Address of Employer: <table><tr><td><u>Physical:</u> 40 Main Street Ixopo 3276</td><td><u>Postal:</u> Private Bag X 501 Ixopo 3276</td></tr></table> Telephone No: (039) 834 8700 Fax No: (039) 834 1701	<u>Physical:</u> 40 Main Street Ixopo 3276	<u>Postal:</u> Private Bag X 501 Ixopo 3276
<u>Physical:</u> 40 Main Street Ixopo 3276	<u>Postal:</u> Private Bag X 501 Ixopo 3276		
Clause 1.3	Name of Project Manager: Ms V Roberts		
Clause 1.4	Special non-working days are Saturdays, Sundays and Holidays and the days following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.		
Clause 1.5	The Project manager is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.		
Clause 1.6	The Works shall be completed for the portions as set out in the Scope of Works The whole of the project shall be completed within 3 months including special non-working days		
Clause 1.8	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:		