



SECTION A Invitation to Tender – UMN 07/2024-25

uMngeni Local Municipality

Suitable and capable service providers are invited to bid **for appointment to a panel of security service providers to render security services to uMngeni municipality for a period of 36 months**

The municipality reserves the right to:

- not award this bid.
- to cancel the bid.
- Award whole or part.

Collection of Bid Documents

Tender documents will be made available on e-tenders - <https://www.etenders.gov.za/> and municipal website: <https://www.umngeni.gov.za/documents/?category=tender-adverts> printable at bidder's own cost.

Compulsory Briefing Session

The briefing session will be held as follows:	
Date:	27 January 2025
Venue:	Hilton Boardroom, 29 Hilton Avenue, Hilton, 3245, KZN
Time:	14h00
Site to be visited	N/A

Evaluation Criteria

This tender will be evaluated based on the following criteria:

1. Administrative Compliance
2. Mandatory requirements
3. Functionality

Queries relating to technical information be addressed to **Xolani Nhlangulela** Tel. No. (033) 239 9231: e-mail xolani.nhlangulela@umngeni.gov.za

Queries relating to the bidding rated queries may be addressed to **Mbongeni Zuma** Tel. No. (033) 239 8313: e-mail mbongeni.zuma@umngeni.gov.za

The closing date and time for receipt of tenders is **21 February 2025 at 12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late tender proposals will not be accepted.

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**MBD1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE uMNGENI LOCAL MUNICIPALITY					
BID NUMBER:	UMN 07/2024-25	CLOSING DATE:	21 FEBRUARY 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF SECURITY SERVICE PROVIDERS TO RENDER SECURITY SERVICES TO UMNGENI MUNICIPALITY BUILDINGS FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT

CORNER OF SOMME AND DICKS STREET

HOWICK

3290

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

(SPECIFIC GOALS MUST BE COMPLIED WITH, TO CLAIM PREFERENCE POINTS)

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	DEPARTMENT	CSPS
CONTACT PERSON	Mr M Zuma	CONTACT PERSON	Mr X Nhlangulela
TELEPHONE NUMBER	033 239 8313	TELEPHONE NUMBER	033 239 9231
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Mbongeni.zuma@umngeni.gov.za	E-MAIL ADDRESS:	xolani.nhangulela@umngeni.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | |
|--|-----|---|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | |
| NO | | ☐ ☐ |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | ☐ ☐ |
| YES NO | | ☐ ☐ |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | ☐ ☐ |
| YES NO | | ☐ ☐ |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | |
| YES NO | | |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | |
| YES NO | | |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF
BIDDER:.....

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

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

PRICING SCHEDULE
(SERVICES)

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

Appointment of a panel of security service providers to render security services to uMngeni municipality buildings for a period of 36 months

NOT APPLICABLE

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:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

NOT APPLICABLE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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>audi alteram partem</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)? The 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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:
-------	-----------------------------

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature **Date**

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard 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 *pe 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.

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

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.

SECTION G
MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE 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 H AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....
 hereby authorise Mr/Mrs/Ms
 acting in
 the capacity of

 whose signature is

.....
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter) **Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative: Resolution letter

from the directors Close Corporation:

Resolution letter from the directors

Company: Resolution letter from the director/s

Sole Proprietor:	Resolution letter from the
director Partnership:	Resolution letter
from the director	
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

- **Failure to complete, sign and date this form; and**
- **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.**

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

3. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

4. a cashier's or certified cheque

4.1. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests, and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

- a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser.
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION J SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 Month Period

2. EVALUATION CRITERIA

There are Three (3) main steps in the selection process, namely, ensuring that bids comply with administrative compliance, mandatory requirements, functionality.

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents as prescribed by the municipality.

The following documents are returnable:

CRITERIA		YES	NO	REMARKS
Section A	Invitation To Tender/Bid			Comply, Complete and sign
Section B	MBD 3.1: Pricing Schedule			Not Applicable
Section C	MBD 4: Declaration of Interest			Comply, Complete and sign
Section D	MBD 6.1: Preference Points Claim Form			Not Applicable
Section E	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices			Comply, Complete and sign
Section F	MBD 9: Certificate of Independent Bid Determination			Comply, Complete and sign
Section G	Municipal Rates and Services			Comply, Complete and sign
Section H	Authority To Sign A Bid			Comply, Complete and sign
Section I	General Conditions of Contract			Comply, Complete and sign

Section J	Special Conditions of Contract			Comply, Complete and sign
Section K	Terms Of Reference			Comply, Complete and sign

2.2 Step 2 – Mandatory Requirements

- 2.2.1** Company must have a valid registration with Private Security Industry Regulatory Authority (PSIRA), submit valid PSIRA Certificate/s.
- 2.2.2** Director/s must have a valid registration with PSIRA, submit valid PSIRA Certificate/s.
- 2.2.3** Bidding company must be in good standing with Compensation for Occupational Injuries and Diseases Act (COIDA), submit valid Certificate.
- 2.2.4** Proof that the bidder is registered with the Unemployment Insurance Fund (U.I.F) .
- 2.2.5** Service provider to submit ISO 9001:2015 certification.

2.3 Step 2 – Functionality

PLEASE NOTE: Bidders are required to obtain a minimum of 60 points out of 100 points to progress to the next phase of evaluation. Bidders who have obtained less than 60 Points as prescribed will be deemed as non-responsive.

NO	CRITERIA DESCRIPTION	CRITERION REQUIREMENTS	MAXIMUM SCORE
1.	Company experience: Bidder must demonstrate and prove experience in security services provided to safeguard properties / assets.	Bidder must submit purchase orders or appointment letters for work within the past 10 years. Bidder must also submit recommendation or completion letters to substantiate each purchase order and or each appointment letter. Bidder must submit evidence for each project over the value of R1 million. 6 or more projects = 30 points 4 to 5 projects = 20 points 2 to 3 projects = 10 points 1 projects = 05 points 0 projects = 0 points	30

2.	Company experience: Bidder must demonstrate and prove experience in VIP security services.	Bidder must demonstrate capacity to provide VIP Protection Services. Bidder must submit guns licenses and ENATIS documents for vehicles under the registration of the company. Firearms- Rifles (Total - 15 points) 10 or more assault rifles = 15 points 5 – 9 assault rifles = 10 points 1 – 4 assault rifles = 05 points 0 assault rifles = 0 points Bidder to provide copy of firearm register certified SAPS DFO Bidder who scores zero (0) will be regarded as nonresponsive and be disqualified. Firearms – hand Pistol (Total - 15 points) 30 or more 9mm handguns = 15 points 15 – 29 9mm handguns = 10 points 1 – 14 9mm handguns = 05 points No 9mm handguns = 0 points Bidder to provide copy of firearm register certified SAPS DFO	50
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		High speed Vehicle Registration (Total - 10 points) 5 x ENATIS documents for high-speed vehicles with an engine capacity of 2.0-litre more (to provide proof of ownership or lease agreement) 2 points per vehicle owned 1 point per vehicle leased Vehicle Registration (Total - 10 points) 2 x ENATIS documents for patrol vehicles with an engine capacity of 1.2-litre more = 10 (to provide proof of ownership or lease agreement) 5 points per vehicle owned 2.5 point per vehicle leased	
3.	Manager's Experience: Bidder must demonstrate and prove experience of a manager under its current employment.	Bidder must submit CV with contactable references to prove the experience of the manager. The manager must be currently in the employ of the bidder and be PSIRA registered. Manager must demonstrate years of experience as a manger. 5 or more years = 10 points 3 to 4 years = 05 points 1 to 2 years s = 1 points 0 years = 0 points	10
4.	Proof of the availability of resources: The bidder must demonstrate and prove availability of guards under its current employment.	The bidder must submit CV with contactable references to prove the security personnel/ guards available. The security personnel/ guards must be currently in the employ of the bidder and be PSIRA registered. 15 or more security personnel/guards = 10 points 1 to 14 security personnel/guards = 05 points 0 security personnel/guards = 0 points.	10

SECTION K

TERMS OF REFERENCE

STANDARD TORs FOR SECURITY SERVICES FOR UMNGENI LOCAL MUNICIPALITY

1. DEFINITION OF TERMS

The following definitions of terms will apply in respect of this agreement:

1.1. ADMINISTRATION

The uMngeni Local Municipality

1.2. AGREEMENT

This comprises the agreement signed by the parties, the conditions of bid, the bid and the accepted document, the agreement conditions, and the specifications.

1.3. AGREEMENT PERIOD

The period during which the service is to be rendered as originally determined in the agreement, or as amended, extended, or renewed in accordance with stipulations of the agreement.

1.4. BIDDER

The person or persons, partnership, closed corporation, firm of company, submitting a bid for this service.

1.5. CENTRE MANAGEMENT (CM)

The person (or persons) in charge of the specific Centre who is an official (or are officials) of the uMngeni Local Municipality.

1.6. SERVICE PROVIDER

The person (or persons) or entity that undertakes to provide security services to the Municipality.

1.7. MUNICIPALITY

Refers to UMNGENI LOCAL MUNICIPALITY.

1.8. OFFICES/BUILDING/PRECINCT

The grounds on which and/or the building(s) in which the service(s) shall be rendered.

1.9. PARTIES

The Administration and the Bidder

1.10. SECURITY STAFF

Staff in the employ of the Bidder

1.11. OFFICERS

Security staff who shall execute the physical security services.

1.12. SERVICE

The security service to be rendered in terms of this agreement.

1.13. SUPERVISOR

1.13.1. FIRST LEVEL SUPERVISOR:

The person executing direct supervision and control over the officers.

1.13.2. SECOND LEVEL SUPERVISOR:

The person executing complete supervision and control over security staff at the center where the security services are rendered by the Bidder.

2. CONDITIONS OF BID

- 2.1. The service provider shall have a certificate of good standing as part of required documents for consideration.
- 2.2. Service provider shall indicate his/her affiliates.
- 2.3. Bidders shall attach authentic letter indicating experience in security.
- 2.4. Bidders shall attach references with regard to rendering security services in government institutions.
- 2.5. Bidders must be in the position to assume duty immediately after the bid has been awarded.
- 2.6. Prospective bidders must visit the sites to ascertain the extent of the service to be bided.

Bidders must furnish the following particulars:

- a) Where their headquarters are situated.
- b) Where regional offices are situated, if any.
- c) Whether regional/district offices will be established in the centers where the service is to be rendered.

STANDARD SPECIFICATIONS FOR SECURITY SERVICES FOR UMNGENI LOCLA MUNICIPALITY.

3. **NORM/STANDARD**

- 3.1. The bidder must comply with all the provisions contained in the Private Security Industry Regulatory Act 56 of 2001 in addition, the Bidder shall comply with all training standards and codes of conduct as determined by the PSIRA.
- 3.2. Bidders who do not comply with conditions for the prescribed minimum wage requirements as legislated in the Government Gazette **will** be disqualified.
- 3.3. The norm/quality of the security service to be rendered, must be in accordance with the acceptable standard of the trade concerned.

4. **DUTIES AND FUNCTIONS OF THE SERVICE PROVIDER**

- a) All possible steps shall be taken by the security service provider to ensure that the execution of this agreement take place. These steps include, inter alia, the following:
- b) The protection of Municipal buildings and facilities at the intended site and the protection of the said property against theft and vandalism.
- c) The protection of the Municipal officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977).
- d) Monitor and respond to alarm security installed to all Municipal buildings and facilities.
- e) Monitor and respond to land invasion calls on vacant Municipal Land.
- f) Escort, protect Municipal Employees when responding to service delivery calls to but not limited to electricity.
- g) Work together with Municipal Law enforcement unit when required.
- h) Provide VIP Protection Services when required to.
- i) Supply and install related security features in the municipal buildings as and when required.

4.1. **Appointment of a suitable service provider to render security services for (36 months) in the following offices:**

4.1.1. **Manpower (Personnel required) Requirements for uMngeni Local Municipality Main Office:**

- a) 06h00- 18h00 **Monday to Sunday (Including Public holidays)**, Four, (1) armed and (3) unarmed x Day shift Security Officers, Grade C with valid PSIRA Certificate.
- b) 18h00- 06h00 **Monday to Sunday (Including Public holidays)**, Two (1) armed and (1) unarmed x Night shift Security Officers, Grade C with valid PSIRA Certificate.

Total = Six (6) x Security Officers required for the precinct.

4.1.2. **Manpower (Personnel required) Requirements for Howick library and Recycle:**

a) 06h00- 18h00 **Monday to Sunday (Including Public holidays)**, Two (2)
unarmed x Day Shift Security Officers, Grade C with valid PSIRA
Certificate.

b) 18h00- 06h00 **Monday to Sunday (Including Public holidays)**, Two (2)
unarmed x Night Shift Security Officers, Grade C with valid PSIRA Certificate.

Total = Four (4) x Security Officers required for the precinct.

4.1.3. Manpower (Personnel required) Requirements for Howick Taxi Rank and Ablution Facility:

a) 06h00- 18h00 **Monday to Sunday (Including Public holidays)**, Two. (1) armed and (1)
unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.

b) 18h00- 06h00 **Monday to Sunday (Including Public holidays)**, Two (1) armed and (1)
unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total = Four (2) x Security Officers required for the precinct.

4.1.4. Manpower (Personnel required) Requirements for Howick Falls and Museum

a) 06h00- 18h00 **Monday to Sunday (Including Public holidays)**, Four, (1) armed and 3
unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.

b) 18h00- 06h00 **Monday to Sunday (Including Public holidays)**, Three. (1) armed and 2
unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total = Seven (7) x Security Officers required for the precinct.

4.1.5. Manpower required for Howick Landfill Site.

a) 06h00- 18h00 **Monday to Sunday (Including Public holidays)** Seven. (2) armed and (5)
unarmed x Day Shift Security Officers, Grade C with valid PSIRA Certificate.

b) 06h00- 18h00 **Monday to Sunday (Including Public holidays)**, Three. (1) armed and (2)
unarmed x Night Shift Security Officers, Grade C with valid PSIRA Certificate.

Total = Ten (10) x Security Officers required.

4.1.6. Manpower required for Grace Court.

a) 06h00- 18h00 **Monday to Sunday (Including Public holidays)**, One. (1)
unarmed x Day Shift Security Officers, Grade C with valid PSIRA
Certificate.

b) 06h00- 18h00 **Monday to Sunday (Including Public holidays)**, One (1)
unarmed x Night Shift Security Officers, Grade C with valid PSIRA Certificate.

Total = Two. (2) x Security Officers required.

4.1.7. Manpower required for ALLERMANS COURT.

- a) 06h00- 18h00 **Monday to Sunday (Including Public Holidays)**, One. (1) unarmed x Day shift Security Officer, Grade C with Valid PSIRA Certificate.
- b) 18h00- 06h00 **Monday to Sunday (Including Public Holidays)**, One, (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total= Two (2) x Security Officers required.

4.1.8. Manpower required for HOWICK SWIMMING POOL.

- a) **06h00- 18h00 Monday to Sunday (Including Public Holidays)**, One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00- 06h00 Monday to Sunday (including Public Holidays)**, One. (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.

Total= Two (2) x Security Officer required.

4.1.9. Manpower required for uMngeni Technical Services.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One. (1) armed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One. (1) armed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total= Two (2) x Security Officer required.

4.1.10. Manpower required for uMngeni Traffic Offices.

- a) **06h00 tom18h00 Monday to Sunday (including Public Holidays)** One (1) armed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One. (1) unarmed Security Officer, Grade C
with valid PSIRA Certificate.

Total: Two (2)x Security Required.

4.1.11. Manpower required for Howick Taxi Rank & Ablution Facilities.

- a) **06h00 to 18h00 Monday to Sunday (including Public Holidays)** Two (2) armed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** Two (2) armed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total: Four (4) x Security required.

4.1.12. Manpower required for KwaMevana Pay Point.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer Grade C with valid PSIRA Certificate.

Total: Two (2) x Security required.

4.1.13. Manpower required for Howick West Stadium.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Friday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer Grade C with valid PSIRA Certificate.

Total: Two (2) x Security required.

4.1.14. Manpower required for Howick West Library & Hall.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total: Two (2) Security required.

4.1.15. Manpower required for Curries Post Cemetery

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total: Two (2) Security required.

4.1.16. Manpower required for Lions River Hall and Cemetery.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total: Two (2) security required.

4.1.17. Manpower required for Lidgeton Community Hall.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.

- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift security Officer, Grade C with valid PSIRA Certificate.

Total: Two (2) Security required.

4.1.18 Manpower required for Zenzani Community Hall.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total: Two (2) Security required.

4.1.19 Manpower required for Hilton Offices.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) Unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) Unarmed x Night Shift Security Officer, Grade C Certificate.

Total: Two (2) Security required.

4.1.20 Manpower required for Hilton Library.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate

Total: Two (2) Security required.

4.1.21 Manpower required for Mpophomeni Sports Field.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C PSIRA Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.

Total: Two (2) Security required.

4.1.22 Manpower required for Mpophomeni BT Offices

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C Certificate.
- b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed Night shift Security Officer Grade C with valid PSIRA Certificate.

Total: Two (2) Security require.

4.1.23 Manpower required for Mpophomeni Library.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holiday)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **187h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.
- **Total: Two (2) Security required.**

4.1.24 Manpower required for Mpophomeni Elijah Hall.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.
- Total: Two (2) Security required.**

4.1.25 Manpower required for Mpophomeni Nxamalala Hall.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) Unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer Grade C with valid PSIRA Certificate.
- Total: Two (2) Security Required**

4.1.26 Manpower required for Mpophomeni Ampitheatre.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (including Public Holidays)** One (1) unarmed x Night Shift Security Officer Grade C with valid PSIRA Certificate.
- Total: Two (2) Security Required.**

4.1.27 Manpower required for MPOPHOMENI STADIUM.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer Grade C with valid PSIRA Certificate.
- Total: Two (2) Security Required.**

4.1.28 Manpower required for EMANDLENI COMMUNITY HALL.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.
- Total: Two (2) Security Required.**

4.1.29 Manpower required for Khanya Village Community Hall.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.
- Total: Two (2) Security Required.**

4.1.30 Manpower required for Executive Building.

- a) **06h00 to 18h00 Monday to Friday (Including Public Holidays)** One armed & Three (3) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **06h00 to 18h00 Saturday to Sunday** One armed & one unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - c) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One armed & one unarmed Security Officer, Grade C with valid PSIRA Certificate.
- Total: Six (6) Security Required.**

4.1.31 Manpower required for MPOPHOMENI MULTI PURPOSE HALL

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.
- Total: Four (4) Security Required**

4.1.32 Manpower required for MPOPHOMENI PUBLIC TOILETS.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, with valid PSIRA Certificate.
- Total: Two (2) Security Required.**

4.1.33 Manpower required for Nottingham Road Public Toilets.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holiday)** One (1) unarmed x Night Shift Security Officer, Grade C Certificate.
- Total: Two (2) Security Required.**

4.1.34 Manpower required for HILTON PUBLIC TOILETS.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** One unarmed x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** One (1) unarmed x Night Shift Security Officer, Grade C with valid PSIRA Certificate.
- Total: Two (2) Security Required.**

4.1.35 Manpower required for HOWICK / MORLING STREET PUBLIC TOILETS.

- a) **06h00 to 18h00 Monday to Sunday (Including Public Holidays)** Two (1 armed & 1 unarmed) x Day Shift Security Officer, Grade C with valid PSIRA Certificate.
 - b) **18h00 to 06h00 Monday to Sunday (Including Public Holidays)** Two (1 armed & 1 unarmed) x Night Shift Security Officer, Grade C with valid PSIRA Certificate.
- Total: Four (4) Security Required.**

The total number of Security Required: 99

The total number of Sites to protect: 35

4.2 The bidder must provide the security officers required for the successful rendering of the service, as follows:

- 4.2.1** Security Officers, grade C, who shall execute the physical security service.
- 4.2.2** First-level supervisor, where necessary (security officer, grade B), exercise direct supervision and control over the security officers such supervisors shall be contactable by radio and conduct spot checks.
- 4.2.3** Security Officers, grade C, who shall execute patrol duties and night shifts.
- 4.2.4** Security Officers with the capability to deal with crowd management during unrest/ whenever required to.
- 4.2.5** Security officers who can perform VIP protection duties when required to do so.
- 4.2.6** Security officers who are capable of performing escort duties to Municipal employees when responding to service delivery issues where there are hostile situations.

- 4.2.7 Security Officers with understanding and capable of responding to Land invasion issues affecting the Municipality.
- 4.2.8 Must be able to provide visibility patrols and to participate on security programs working together with other local security Companies and Community Policing Forums in fighting crime affecting the Local Community.

5 PSIRA AND BASIC CONDITIONS OF EMPLOYMENT ACT COMPLIANT

- 5.1 The performance of the service provider's security officers and the adherent to sector wage determination (PSIRA rates as per determined areas) is very important to the department for ensuring proper safeguarding of Municipality assets and as well as compliance to security legislation.
- 5.2 The Service Provider must comply with the requirements of the security Authority (PSIRA). This means that when quoting consideration must be made to meet PSIRA rates for contracting as per designated areas (area 1, 2 & 3) determined by the Authority.
- 5.3 Employees must be compensated as per PSIRA rates but not under the rates, as per designated areas, and the department will verify this (by means of inspections) and if it has been found that employees are underpaid the department will have the right to terminate the contract and claim damages / losses suffered.
- 5.4 The Municipality shall have the right to review whether the Service provider is still registered with PSIRA, and should it be discovered that they have withdrawn their membership with PSIRA then the department shall terminate the contract.

NB: No employment and/or hiring of illegal foreign members in any aspect of the security service rendered to uMngeni Local Municipality will be allowed. If the Municipality establishes that any illegal foreign members are employed or form part of the Service Provider, the service will be terminated with immediate effect.

6 SERVICE CATEGORIES

- 6.1 Services may generally be divided into the following categories:
- a) Access control duties at security reception and main entrances
 - b) Access controls at vehicular gates/security car parks.
 - c) Processing (searching) of vehicles, passengers, & everyone entering & living the premises to ensure that they don't go out with department's property without (valid) permit / permission.
 - d) Searching of designated areas.
 - e) Patrol services.
 - f) Guard services.
 - g) Respond to land invasion calls when required to.

- h) To provide VIP protection to identified personnel working for the Municipality including the Executive and Councilors.
- i) Assist/ escort department officials to respond on issues affecting the municipality on service delivery.

7 ACCESS CONTROL AT VEHICLE GATES/ CAR PARKS

- 7.1 Ensure that the control point / guard room is neat and tidy during shift changes. Inspect and test all the facilities, escape routes, access control, health & safety facilities and equipment (including security equipment) and report any defects to their supervisors and Municipal Security Manager or designated person.
- 7.2 Ensure that drivers and passengers are in possession of valid permits to access and leave the premises with or without Municipal property.
- 7.3 Searches vehicles as specified in the Company (Service provider) operations procedures which is informed by the Municipality's specification.
- 7.4 In the event of any doubt or suspicion, contact the Shift Supervisor and the designated official of the Municipality.
- 7.5 Open the gate and allow people and the vehicle through if all requirements have been met.
- 7.6 Report to the relevant Operations Manager any irregularity noticed at the gate, verbally and in writing.

8 PATROL SERVICES

8.1 Patrol of Site after Hours

- 8.1.1 Inspect all the parked Municipal vehicles and note any problems (damages, scratches).
- 8.1.2 Patrol hourly, unless the security level has been increased from security level 1 to level two (every 30 minutes & in security level three (every 15 minutes).
- 8.1.3 Complete Occurrence Book (OB) hourly after patrol or when necessary.
- 8.1.4 Complete the patrol and perform all duties as specified in the Company procedures (which is in line with the Municipality) manual including inspection of the sites, confronting of all suspicious persons and investigation of suspicious persons and objects, checking validity of permits, etc.
- 8.1.5 Report all incidents by radio/ cellular phone to the Shift Supervisor and subsequently in writing.

8.1.5 All incidents must be recorded in the OB.

9 PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT

- 9.1 The Municipal premises to be patrolled and secured, especially:
 - 9.1.1 Movable assets
 - 9.1.2 Cars and car parks
 - 9.1.3 Staff on duty

- 9.1.4 Municipal properties
- 9.1.5 VIP Protection
- 9.1.6 Escort duties
- 9.1.7 Municipal Land invasion
- 9.1.8 Crowd control management.

10 GUARD SERVICES

- 10.1 This service relates to the guarding of assets / property in accordance with standard practices and procedures in the security industry and municipality specifics.
- 10.2 All accommodation, facilities and services supplied to the Service provider by the municipality shall be operated and maintained by the Service provider to the satisfaction of the municipality.

11 RESTRICTIONS ON THE ERECTION OF STRUCTURES AND EQUIPMENT

- 11.1 The municipality shall not be liable for any loss or damage to equipment supplied by the Service provider due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Service provider at his/her own cost.

12 GENERAL REQUIREMENTS WITH REGARD TO PERSONNEL UPON SIGNING A CONTRACT

- 12.1 All security staff shall be properly trained and accredited in accordance with PSIRA requirements and equipped for their duties and shall be security cleared by the S.A. Police Services and State Security Agency (SSA)
- 12.2 All personnel shall be supplied with uniforms and equipment necessary for the performance of their duties by the service provider.
- 12.3 The Service provider undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the Municipality may approve in writing.
- 12.4 If the Municipality at any time is of the opinion that any of the Service provider's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Municipality shall be entitled to require the Service provider forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the premises
- 12.5 In such an event, the Service provider shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Municipality. Furthermore, if the Municipality requires any information regarding any of the Service provider's employees connected with the performance of functions and duties in terms of this Contract, the Service provider shall without delay furnish the Municipality with all requested valid information upon request.

- 12.6 The Service provider shall appoint personnel capable of communicating with members of the public in the language dominant in the area.
- 12.7 The person must be able to communicate in English including a basic understanding of sign language and the Municipality shall be entitled to require the Service provider forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Municipality comply with a reasonable linguistic standard.

13 OPERATIONAL MANAGERS, SUPERVISORS AND SECURITY OFFICERS

13.1 Operational Managers

- 13.1.1 Operational managers shall be trained to at least Standard Ten (Std. 10/Grade 12) levels and / NQF Level 6 / RVQ 13.
- 13.1.2 Must have at least PSIRA grade B and security management qualification
- 13.1.3 At least three (03) years management experience in security environment
- 13.1.4 Must visit the site at least once every week and submit a full written report every month.

13.2 Supervisors

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

- 13.2.1 Supervisors shall be trained to at least Standard Ten (Std. 10/Grade 12) levels.
- 13.2.2 Shall have a good grounding in their post descriptions and duties.
- 13.2.3 At all times be capable of leading/controlling and supervising their subordinates.
- 13.2.4 Be able to communicate, read and write in the languages specified above
- 13.2.5 Have at least Grade B Security Supervisor's certificate.
- 13.2.6 Supervisors must visit the site every shift (especially during the shift change) to monitor the security officers and see to it that services are still rendered as these specifications.

13.3 Security Officers

- 13.3.1 Security Officers shall be trained to at least Standard eight (Std. 8/Grade 10) and be graded at level C with valid SOB/PSIRA certificate.
- 13.3.2 Security Officers shall be able to communicate, read and write as mentioned above.
- 13.3.3 Security Officers may not be younger than 18 years of age.

14 GENERAL PROVISIONS FOR SUPERVISORS AND SECURITY OFFICERS

- 14.1 Supervisors and security officers shall have undergone and approved to be competent in a formal security training approved by PSIRA.
- 14.2 At all times supervisors and security officers shall present an acceptable image/appearance which implies, inter alia,

that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.

- 14.3 Supervisors and security officers shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- 14.4 Supervisors and security officers shall be mentally and physically healthy and medically fit for the execution of their duties.
- 14.5 Supervisors and security officers shall be registered as security officers, as required by Private Security Industry Regulatory Act, Act 57 of 2001.
- 14.6 Supervisors and security officers shall sign an undertaking in which they declare that they will refrain from any unethical and illegal action which might be to the detriment of the Department.
- 14.7 Supervisors and security officers are prohibited from reading office documents or rummaging through records without permission from the designated official.
- 14.8 No unauthorized information concerning the Municipality activities may be furnished to the public or news media by the Service provider or his employees.
- 14.9 The Municipality reserves the right to ascertain from the S.A. Police Services & SSA whether security staff in his/her service possesses clearances, and to ascertain from the PSIRA whether the security staff are registered with PSIRA.

15 SECURITY STAFF ON SITE UNIFORM AND EQUIPMENT

- 15.1 The Service provider shall ensure that each member of his security staff will at all times when on duty be fully equipped in respect of, but not limited to:
- 15.2 A neat and clearly identifiable uniform from the Service provider, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- **NO “Combat” uniform will be accepted.**
 - **NO Beanies**
 - Short sleeve shirt of company colour with company logo
 - Short sleeve jersey of company colour with company logo
 - Long sleeve shirt of company colour with company logo during winter.
 - Long sleeve jersey of company colour with company logo during winter
 - Long trousers or skirt of company colour
 - A company-coloured blazer with logo
 - A company-coloured raincoat.
 - Socks of matching pants and company colour. Females to wear pantyhose to match the uniform.
 - A company-coloured belt.
 - A company-coloured handcuffs holster

- 15.3 A clear identification card from the Service provider, with the member's photo, identification and numbers on it, always worn conspicuously on his person.
- 15.4 Alternatively: A clear identification card from the Service Provider with the member's identity and file numbers on it,
accompanied by his official Identity Document, always worn on his person.
- 15.5 Service aids to be always worn on the body:
- a) Baton
 - b) Handcuffs
 - c) Whistle
 - d) Pocketbook
 - e) Pen and
 - f) Torch (at night & with working batteries) and Radio-hand always carried 2 way and cellular phone (with airtime).
 - g) Bullet proof vests.

NB: WHERE FIRE-ARM IS A REQUIREMENT. A licenced firearm (9mm or specific calibre as determined by department) with live bullets (not less than 8 in magazine) should be always carried by security official on duty in his/her possession. The firearm must be in working condition. It should be a service provider's duty to ensure that firearms are safe, and the Municipality should not be compelled to provide means for the safe keeping of service provider's equipment.

Carrying/using personal firearms by security officers is not allowed when performing the duties allocated to the service provider by the Municipality at all times, it should be strictly Service Provider's firearm, not security guards firearm.

16 GENERAL REQUIREMENTS

- 16.1 The Service Provider must have a positive record with PSIRA registrations and regulations as it will undergo verification & vetting by the State Security Agency before its appointment. Failure to obtain Security Clearance will automatically disqualify the bidder and discharge him if appointed. Consent **MUST** be granted by the bidder as a condition of acceptance to bid. Company and personnel must have a positive record with PSIRA.
- 16.2 Adherence to PSIRA requirements, as per sector wage determination (as per designated areas), verification of quotes
against PSIRA contracting rate per Officer per month.
- 16.3 From time to time the Municipality will request the Service provider to furnish the Municipality with proof that it is still
adhering to PSIRA rates and when there is no adherence the Municipality will give notice of seven days to comply, a failure to comply will lead to termination of the contract.

- 16.4 Directors of a Service Provider must have positive security clearance through screening process by State Security Agency (SSA)
- 16.5 Compulsory control center / room that is 24 hours operated.
- 16.6 Inspection of control room before awarding of a tender
- 16.7 Continuous inspection of adherence to PSIRA requirements (payment of personnel inclusive)
- 16.8 Penalties are applicable in case there is non- compliance to TOR (see clause 32 below for penalties)
- 16.9 At its Headquarters, proper staff files of all security staff in his service that is employed for our service shall be kept up to date by the Service provider and be available for inspections by Municipality. The appropriate documents shall include inter-alia, scholastic, registration and medical certificates and security clearances.
- 16.10 The Service provider shall implement an approved control system such as a clock card to always provide physical evidence of the presence of all employees on site. Data sheets shall be supplied to our representative at our request and shall be submitted with payment certificates.
- 16.11 All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- 16.12 Employees shall not work for more than one 12-hour shift.
- 16.13 The Service provider shall always provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift and supervisors for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- 16.14 Bidders shall include schematic diagrams of their command-and-control structure in their bids.
- 16.15 The Service provider shall always have detailed procedures manuals for all security functions available on site. Procedure manuals shall be submitted for the approval of the department at the start of the Contract. Approval of the manuals will not relieve the service provider from any of his obligations under the Contract. Should the Department discover any deficiencies in the Procedures Manuals after his approval of such Manuals, he may order the service provider to amend the Manuals to his satisfaction at the cost of the service provider.
- 16.16 The Service provider must establish communication linkage with the police.
- 16.17 The Service provider shall check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the service provider.
- 16.18 The bidding company must ensure that it has never been liquidated / become insolvent.

17 TRAINING OF PERSONNEL

- 17.1 Service provider shall provide the necessary training programs including initial and refresher courses to ensure that all personnel possess, always, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Municipality.
- 17.2 Upon signing of the Service Level Agreement, the Service provider shall submit full particulars, including proof of training, of all security personnel employed on site.
- 17.3 New personnel must be mentored by existing personnel to allow for a proper induction phase.
- 17.4 The Service provider is responsible for the training of his staff at the Centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Municipality's Emergency coordinator.
- 17.5 Should any employee of the Service provider not perform his duties to the satisfaction of the Municipality, the Service provider shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.

18 SUPPLY AND MAINTENANCE OF EQUIPMENT

- 18.1 All equipment including handheld metal detectors, extended-eye mirrors, and other communication equipment, vehicles, and any other equipment necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Service provider to the satisfaction of the Municipality and in accordance with the requirements of Minimum Physical Security Standards (MPSS).

19 STAND-BY SUPPORT DUTIES (PREMISES)

- 19.1 **Security Control Centre**
- 19.1.1 The Service provider must provide a fully equipped and furnished Security Control/Room that operates 24 hours a day and seven days a week.
- 19.1.2 The Security Control Centre must be in radio contact with security staff on all the sites.
- 19.1.3 The Control Centre shall be always manned.
- 19.1.4 Security officers must report to the Control Centre hourly and the operator in a control room must call officers hourly for situation reporting.

NB: A compulsory inspection by the Municipality will be conducted after the award to determine the suitability of control room in meeting the security requirements. (The requirements are as follow; 24-hour operation, can connect to our site (range), availability of all relevant registers etc.). Should the Municipality find that the recommended bidder does not meet the requirements this will results in

cancellation of the contract and second recommended bidder will be appointed without starting the whole tender process afresh.

19.1.5 A standby vehicle to react to emergencies, supported by members of roaming patrol is required. Instructions are to be

issued from the premises/ control room and members of the unit are to respond in terms of the required Act(s).

19.1.6 Security personnel **must be** inspected at least **once (x1) per shift** by a **delegated senior / supervisor not on site)**

from the service provider and at least **once (x1) a week** by **delegated senior / operational manager**.

6.1.1 19.4.7 In the event of a problem/crisis occurring at the site, the Service Provider when notified, **must deploy** his/her reaction unit to assist; at own cost; and

NB: The service provider shall ensure that there is operational control room within 50 km radius from the site.

20 SKILLS TRANSFER

20.1 The uMngeni Local Municipality recognizes the importance of capacity building and skills transfer in fostering sustainable development and self-reliance within the local community. To this end, all service providers engaged by the Municipality are required to contribute to skills transfer initiatives. This involves the following:

- a) Skills Development Plans: Each service provider must submit a detailed Skills Development Plan outlining the strategies and methods they will employ to transfer skills to municipal employees or the local community. This plan should be aligned with the Municipality's strategic goals and workforce development priorities.
- b) Mentorship and Coaching: Service providers are encouraged to establish mentorship and coaching relationships with municipal staff. Experienced professionals from the service providers' teams should provide hands-on guidance and support to municipal employees, facilitating practical learning and skill acquisition.

21 CORPORATE SOCIAL RESPONSIBILITY (CSR)

21.1 As part of our commitment to social and economic development, the uMngeni Local Municipality expects all service providers to engage in meaningful Corporate Social Responsibility (CSR) activities. These activities should be designed to contribute positively to the local community and align with the Municipality's development objectives. The CSR requirements include:

- a) Community Engagement: Service providers must engage with the local community to identify key areas where their CSR efforts can make a significant impact.

- b) CSR Projects: Service providers are required to implement at least one significant CSR project for all contract exceeding R500,000. The project should be sustainable and have measurable outcomes.
- c) Impact Assessment: A CSR Impact Report must be submitted to the Municipality before payment of last invoice, detailing the activities undertaken, resources allocated, and the outcomes achieved. This report should include both qualitative and quantitative assessments of the CSR projects' impact on the community.

22 REGISTERS

NB: The list of registers below and security equipment should always be available on site even when Municipal Security Management visits the site for inspections at any time.

22.1 Occurrence Book

22.1.1 The purpose of the occurrence book is to give an overall picture of activities within a site and to record all incidents.

Inspectors must also record their visits in this register.

22.1.2 The Service provider's security staff on duty shall make the following entries in the Occurrence Book:

- a) all listed routine procedures such as patrols undertaken.
- b) handing over of shifts (all officer's names and signatures must appear)
- c) incidents / situations that are not normal.
- d) Site situation. Entries must be made clearly legible, in blue/black ink, an incident in red.

22.1.3 All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant

actions taken.

22.1.4 All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant

times.

22.1.5 Officers must endorse the OB as per their patrol reports.

22.1.6 The issuing and/or receipt of keys, specifying the time and by whom they were received or delivered.

22.1.7 The unlocking or locking of doors or gates, specifying the time and by whom they were locked or unlocked.

22.1.8 The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case,

staff taking over as well as staff handing over shall sign the entry/entries.

22.1.9 After the taking over of shifts, the first level supervisor shall make an entry declaring that he / she has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.

22.1.10 All visits by second level supervisors and top management shall be done in red ink.

Note no 1: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side. The Service provider shall store the completed (full) Occurrence Books and pocketbooks, avail them for inspection by Municipal security management officials, until the end of the contract.

Note no 2: Misrepresentation (e.g. to endorse the OB for someone else by faking his / her handwriting, to complete the OB up to the last hour at once), will lead to immediate removal and replacement of affected officers, and penalties may be applicable.

22.2 Pedestrian Register/Admission Control Forms (Where applicable)

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

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

22.3 Vehicle Register/Forms (Where applicable)

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

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

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

22.4 **Prescribed Register/Forms**

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

22.5 **Additional Prescribed Registers/Forms specific to this contract**

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

22.6 **Notebook (pocketbook)**

- a) The purpose of the notebook is to note down all incidents occurring, or observations made by a security person
during a turn of duty / when on patrol, for later reference and recording to Occurrence Book.
- b) During their turns of duty all security staff must be always in possession of a notebook on their persons.
- c) The following information shall be noted down in the notebooks: All occurrences/events however, slight or
unusual, referring to the following.
 - Reporting on and off duty.
 - Time of occurrence or event.
 - Extent of occurrence or event.
- d) Follow up actions taken in respect of occurrence or event.
- e) All relevant information noted down in notebook shall immediately or directly after return from a patrol, be copied
into the occurrence book.
- f) The Service provider shall store the completed (full) notebooks for the contract period.

22.6.1 Duty List

22.6.1.1 The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.

22.6.1.2 Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the Service provider and kept in the security control office of each Centre where such service is rendered.

22.6.1.3 Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book.

22.6.2 Duty Sheet

22.6.2.1 The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in this agreement.

22.6.2.2 The Service provider shall have available, at the site, a fully expounded duty sheet per duty point.

22.6.2.3 All security officers must understand the procedure manual and the duty sheet and sign the duty sheet under their names.

22.6.3 Permission to use Municipal property.

22.6.3.1 Permission will be granted for the utilization of the following State property, free of charge: a) Reception counter.

- b) Main pedestrian entrance.
- c) Vehicle entrance.
- d) Electrical usage (where available), and
- e) Toilet Facilities
- f) Water facilities

However, under no circumstances a security officer should be found residing/staying in the Municipal house/ caravan or premises. Municipal employees on site could not make any arrangement of this nature.

Note! In case where the Municipality decides to move to another office or close some of the offices, information will be communicated prior, and the Service Provider will need to make provision.

22.6.4 Monthly meetings

22.6.4.1 The purpose of the meeting is to discuss service quality and compliance issues in terms of the Service Level Agreement per office. The meeting must take place within the first week of the new month so that outputs can be determined and agreed to. The meeting will deal with all operational issues and resolutions that could not be resolved in the previous month. Communication protocols and postings must be established at this level. The composition of the meeting shall be the Senior Manager: Security Services or his/her delegate and Managing Director of the Service Provider with the Security Operational Manager and supervisors of Security Company relevant to the meeting.

Minutes must be taken, by the Municipal Representative and a copy of the respective meetings minutes be sent to the respective Service provider. Confirmation of the minutes shall be done by both parties subsequently.

The following should also be addressed during the Monthly Meeting:

- a) Table the monthly report (based on premises/office daily contacts).
- b) Discuss and assess Service Provider performance for the preceding month.
- c) Table the monthly Control Sheet specific to that premises/office(s), (Control of Security Service)
- d) Table any security related reports and/or notices which may be relevant and/or required.
- e) The Service provider must be provided with a consolidated set of minutes for that month.
- f) Signing of invoice for payment approval.

22.6.5 OCCUPATIONAL HEALTH AND SAFETY

22.6.5.1 In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended

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

22.6.5.2 The service provider: -

- a) acknowledges that it is fully aware of the terms and conditions of the Act prescribed in the Act.
- b) acknowledges that it is a Municipality in its own right with duties and responsibilities as agreed to ensure that all

Services shall be performed and all equipment shall be used in accordance with the provisions of the Act,

c) accepts accountability for its employees and sub-service providers to the extent that such employees and,

d) agrees to comply with all rules and regulations implemented by or on behalf of the Municipality relating to health and safety and will inform the Municipality immediately should service provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

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

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

22.6.6 SERVICE LEVEL AGREEMENT

22.6.6.1 SLA should be drafted, agreed upon and be signed by both parties in the agreement, setting all level of standard and performance required under the contract. This should be valid for the period determined by the Municipality.

22.6.6.2 It is should be noted that the department from time to time may request the service provider for additional quality requirements and standards relating to the services together with performance measurement and should that happen service level agreement must be amended accordingly and both parties should agree into amendments.

22.6.7 BREACH AND TERMINATION

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

22.6.7.2 Any non-compliance with PSIRA and Basic Conditions of Employment Act is a breach of contract and will lead to termination of services.

22.6.7.3 Failure of Operational staff (security officers, supervisors and operational managers) to comply with requirements of the contract (this includes security equipment, handing over between shifts, improper or no uniform, not reporting incidents and deserting of posts) will be penalized by recovering state funds as per penalties indicated below on this document.

22.6.7.4 The continuous occurring of non-compliance or contravention of the SLA will lead to termination of a contract.

22.6.7.5 The absence of security officer (s) on duty will lead to automatic termination of the contract.

22.6.8 LOSS AND DAMAGE

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

22.6.8.2 in case whereby the Municipality has lost the assets while the service provider has duty to protect such asset or premises, if after a careful investigation it is discovered that the loss was due to the negligence or failure to protect such assets, the department shall recover from the service provider the losses incurred. This shall include the period after the contract has expired if it is proven that during the time of the loss the service provider was contracted to the department.

22.6.9 TRANSFER MANAGEMENT

22.6.9.1 Upon termination of the contract for whatever reasons the service provider shall assist Municipality to transfer

the Services to the Municipality, or to another service provider designated by the Municipality. Without detracting from the generality of this obligation, service provider shall, to the extent required by the Municipality, provide the Municipality or the third-party service provider with all information and documentation required to enable the Municipality or such service provider to provide the Services, it being recorded that this obligation shall not oblige service provider to deliver any documentation which is proprietary or confidential to service provider.

22.6.10 SUB-SERVICE PROVIDERS

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

22.6.11 LABOUR UNREST INCIDENTS (STRIKES)

22.6.12 Definition

- 22.6.12.1 Labour unrest incidents are incidents where the Municipality's personnel or personnel of the Service Provider engage in strikes, unrest and intimidation.
- 22.6.12.2 When the service is interrupted or temporarily deferred because of Labour unrest, Labour dispute, civilian disorder, a local or a national disaster at other cause.
- 22.6.12.3 The Service Provider should implement the Labour action plan to ensure continuation of the security service.
- 22.6.12.4 The service provider should keep the security management informed of situation at times and department should not be held liable for losses and damages.

Note! When the service is interrupted because of Labour unrest or Labour dispute by the Security Officer(s) of the Service Provider, the service provider must provide the Municipality with action plan that ensures continuous service.

22.6.13 PENALTIES

22.6.14 If the service provider fails to perform the services within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed services rendered not performed services using the current rate calculated for each day of the delay service until actual delivery or performance is rendered. The Municipality reserves the right to terminate the contract.

32.2 Security officials shall be required to render the services as required by the Municipality. Should it at any time during

the term of this contract or at any time thereafter be determined that security personnel of a **lower grade or with inadequate training or no training at all being provided, all overpayments made to the service provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed and a final written warning shall be issued to the service provider.**

32.3 In the event of security personnel being provided without standard equipment or without uniform or standard equipment

not in working order, the following penalties shall apply which shall be deducted by the department from the fees payable to the service provider:

ITEM	PENALTY
Part of uniform	R 500 per shift, per security official
Pocket book	R 200 per shift, per security official
Identity card	R 200 per shift, per security official
PSIRA card	R 200 per shift, per security official
Torch/ spotlight and/or inadequate batteries	R 200 per shift, per security official
Control room radio	R 500 per shift, per site
Hand radio	R 500 per shift, per site

In the event of a supervisor and operational manager not visiting at least once in a shift and on a week respectively, the following penalties shall apply, which shall be deducted by the department from the fees payable to the service provider.

SECURITY OFFICIALS	PENALTY
Supervisor not visiting	R 200 per shift and a week skipped
Operational manager not visiting where it is required	R 200 per shift and a week skipped

In the event of security personnel being posted late at his/her place of duty or found sleeping on duty, the following penalties shall apply which shall be deducted by the department from the fees payable to the service provider.

PERSONNEL	1ST OFFENCE	2ND OFFENCE
Security Officer untidy	R100 per shift per officer	R500 per shift per security officer
Performance and Conduct	Reprimand by service provider (proof required)	R500 per shift per security officer
Sleeping on duty	R200.00 per person per shift	R500 per person per shift and removal from site
Desertion of post	R200.00 per person per shift	R500 per person per shift and removal from site

Daily visits	R200.00 per person per shift	R500 per person per shift and removal from site
Posted officers without the knowledge of the client	50% of Grade C shift payment	Full Grade C shift payment as per quotation pro rata
Dysfunctional equipment	R200.00 per person per shift	R500 per person per shift and removal from site
Officers working long hours	warning	R200 per person per shift
neglect of duty	warning	R200 per person per shift
Eating on duty (in front desk)	50% of Grade C shift payment	Full Grade C shift payment
Drunk on duty	R1000 and a warning to the service provider	Removal of security officer from site plus R2000

22.6.15 INSURANCE AND INDEMNITY

33.1 The service provider shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property

belonging to the Municipality which he/she is contracted to secure.

33.2 The Service provider shall immediately inform the Municipality of such loss, damage, destruction or theft.

• 33.3 At all times during the term of the Agreement the Service provider shall carry and maintain in full force and effect the following:

detention or a) Public and property Liability cover for personal injuries (such cover shall include, false arrest, imprisonment, malicious prosecution, liability, slander, defamation of character, violation of right of privacy), and property damage.

insurance underwriter's • 33.4 The service provider shall furnish to the Municipality upon the effective date of this Agreement, certificates evidencing that the Service provider is in full compliance with all the above-described insurance requirements and that:

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

b) The Service provider's insurers waive rights of subrogation against the Department, its officers, employees and agents to the extent of the service providers indemnification obligations set forth herein: and

c) The Service provider's insurance policy is endorsed to include a cross-liability clause.

• 33.5 The Service provider agrees and hereby undertakes to indemnify, defend and save the department, its employees and

stake holders/visitors from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the department, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement

• The Service provider's liability under this indemnity shall be limited to the Public and Property Liability insurance coverage.