



City of Ekurhuleni

COMMUNITY SAFETY DEPARTMENT

CONTRACT NUMBER: A-CSD 04-2026

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN
GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE
RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY
REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM
DATE OF AWARD UNTIL 30 JUNE 2029

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	Department of Safety Department Section: Logistics EMPD Head Office, City House Corner Margaret Avenue and Long Street, Kempton Park 1619 Mr. Ndumiso Gcwabe Email: Ndumiso.Gcwabe@ekurhuleni.gov.za	Department of Safety Department Head Office EMPD Head Office, City House Corner Margaret Avenue and Long Street, Kempton Park 1619 Mr. Tsholofelo Koopedi Email: Ndumiso.Gcwabe@ekurhuleni.gov.za

NAME OF BIDDING ENTITY (FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____



CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CLOSING DATE:
02 JUNE 2026
10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER: A-CSD 04-2026** and placed in **Bid Box Number ONE (01)**, Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal Street, **not later than the closing date and time as advertised, at which hour the bids** will be opened in public in the Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

- | | | | | |
|-----|-------------|--|---|-------|
| 1. | FORM OF BID | - Declaration | - | WHITE |
| 2. | FORM "A" | - Procurement Form of Bid | - | WHITE |
| 3. | FORM "B" | - Declaration of Interest | - | WHITE |
| 4. | FORM "C" | - Declaration for Procurement above R10 Million | - | WHITE |
| 5. | FORM "D" | - Declaration of Bidder's Past SCM Practices | - | WHITE |
| 6. | FORM "E" | - Certificate of Independent Bid Determination | - | WHITE |
| 7. | FORM "G" | - Declaration for municipal accounts | - | WHITE |
| 8. | FORM "H" | - Declaration for municipal accounts where bids are expected to exceed R10 million | - | WHITE |
| 9. | FORM "I" | - Specification | - | WHITE |
| 10. | FORM "J" | - Variations and Omissions | - | WHITE |
| 11. | FORM "K" | - Schedule of Prices | - | WHITE |
| 12. | FORM "L" | General Conditions of Contract | - | WHITE |
| 13. | FORM "M" | - Special Conditions and Undertakings | - | WHITE |
| 14. | FORM "N" | - Contract form - Rendering of services (Part 1) | - | WHITE |
| 15. | FORM "N" | - Contract form - Rendering of services (Part 2) | - | WHITE |

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “**Acceptable bid**”, and as such will be rejected.

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder's information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.

14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
 - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.
 - 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected
19. If the bidder has failed to submit ALL required documents as specified on the bid document.
20. If the following have not been **fully completed** and **signed**:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 30 APRIL 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:
COMMUNITY SAFETY DEPARTMENT
Logistics

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>CLOSING DATE:</u>
A-CSD 04-2026	Appointment of Qualified PSIRA-Registered Security Service Providers for the Rendering of Security Guarding Services and Other Associated Security requirements for the City of Ekurhuleni (CoE) on an as and when required basis from date of award until 30 June 2029	02 JUNE 2026

Bidders must note that this bid may be awarded to more than one bidder.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number ONE (01)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **02 JUNE 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Ndumiso Gcwabe at e-mail address: Ndumiso.Gcwabe@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. LERUTLA
CITY MANAGER
COE

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	A-CSD 04-2026	CLOSING DATE:	02 JUNE 2026	CLOSING TIME:	10:00 am
DESCRIPTION	Appointment of Qualified PSIRA-Registered Security Service Providers for the Rendering of Security Guarding Services and Other Associated Security requirements for the City of Ekurhuleni (CoE) on an as and when required basis from date of award until 30 June 2029				
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 (STREET ADDRESS)					
GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
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		CONTACT PERSON	Ndumiso Gcwabe	
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		Ndumiso.Gcwabe@ekurhuleni.gov.za		

MBD 1: 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:

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM OF BID

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

**APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE
RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY
REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED
BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

- (a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*

- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)
- (o) declare that the following responses to be true and correct:
Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO

If YES, the following information must be supplied:

1. The name(s) of the other Bidder(s) involved
2. The full details of the Bidder(s) participation

(p) declare that all of the information furnished is true and correct

Signed _____ at.....this.....day
of.....
20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1.

PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form "K" (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected , except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.

NAME OF BIDDING ENTITY

FORM “A”

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and Minimum Requirement

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 3 to 5 examples.**

2. Infrastructure and resources available – Plant and Equipment (owned or leased)

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends lease, should the contract be awarded to him.

3. Size of enterprise

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover

4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience/Capability/Company Experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R2 000 and up to R50 million (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
 - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | |
|---|------------------------|
| 1.3.1.1 PRICE | POINTS
(90). |
| 1.3.1.2 SPECIFIC GOAL/S | (10). |
| Total points for Price and Specific Goal/s must not exceed | 100 |
- 1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**
- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director's shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME (0 – R 10 000 000), QSE (R 10 000 000 – R 50 000 000) and Generic (> R 50 000 000) NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

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

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where:

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\max} = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

- 5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
QSE	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	3
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months) Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC For people living with disabilities (if applicable) Original/Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	2
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.(if applicable)

5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.

5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 **SPECIFIC GOAL/S:** = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

8.1 Name of bidding entity;

8.2 VAT registration number:

8.3 Registration number of bidding entity:

8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify)

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration _____;

Date on which bidder commenced business, if different from date of registration _____.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

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

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE..... NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

6. Company, close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/ consortiums the following must be attached:

- Written authority **of each JV / consortium partner**, for authorized signatory.
- The joint venture/ consortium agreement.

9. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	

NAME OF BIDDING ENTITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029** and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

EVALUATION CRITERIA

Evaluation ASPECT	MINIMUM REQUIREMENTS
<p>Infrastructure and resources available –</p> <p>Plant and Equipment (owned or leased)</p>	<ol style="list-style-type: none"> 1. Fully equipped operational offices. 2. A centralised 24-hour operational Monitoring Command Centre capable of real-time incident management and reporting 3. An electronic guard monitoring/patrol tracking system (e.g., guard tour system) to monitor and verify that security officers conduct patrols at least hourly, including time-stamped check-ins at designated points and the ability to generate audit reports for the city on request. 4. Two-way radio communication system with a valid Independent Communications Authority of South Africa (ICASA) licence/certificate. 5. Six (06) fully operational, fully marked patrol vehicles

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – Plant and Equipment (owned or leased)

- **Proof of ownership or lease agreement letter of intent to lease signed by the lessor for one each of the following:**
- **Proof of ownership of lessor's vehicles must be submitted**
- **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**

1. **Fully equipped operational offices**
2. **A centralised 24-hour operational Monitoring Command Centre** capable of real-time incident management and reporting.
3. **Proof of control system** by the company that can be deployed for managing and monitoring security guards, including an electronic guard monitoring/patrol tracking system to verify that patrols are conducted at least hourly (with time-stamped checkpoints) and that audit reports can be produced on request.
4. **Two-way radio communication system** with a valid Independent Communications Authority of South Africa (ICASA) licence/certificate.
5. **Five (05) fully operational, fully marked patrol vehicles:** Vehicles must be suitable for patrol and rapid response (e.g., sedan, hatchback, bakkie or SUV) and must be capable of being operated by drivers with the relevant license code.

The applicable license-code classes are as follows (subject to the National Road Traffic Act and regulations):

- **Code B:** Motor vehicle with a **GVM not exceeding 3 500 kg** (may tow a trailer with a **GVM not exceeding 750 kg**).
 - **Code EB:** Motor vehicle with a **GVM not exceeding 3 500 kg**, towing a trailer with a **GVM exceeding 750 kg**.
 - **Code C1:** Motor vehicle with a **GVM exceeding 3 500 kg but not exceeding 16 000 kg** (a trailer with a **GVM not exceeding 750 kg** may be towed).
 - **Road worthy status and availability will be verified during site inspections**
- 5.1 **One (01) K9-capable patrol vehicle (where dogs are deployed):** proof that at least one patrol vehicle is suitably configured for safe transportation of security dogs (e.g., fitted dog crate/cage or partitioned K9 compartment with ventilation). This will be verified during the site inspection. **Code EB:** Motor vehicle with a **GVM not exceeding 3 500 kg**, towing a trailer with a **GVM exceeding 750 kg**.

Description: Hired Plant / Equipment	Number of units
A centralised 24-hour operational Monitoring Command Centre	
An electronic guard monitoring/patrol tracking system	
Two-way radio communication system	
Fully operational vehicles	

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

Size of enterprise

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS																						
<p>Staffing profile</p>	<ul style="list-style-type: none"> • Six (6) Drivers <ul style="list-style-type: none"> • With valid Code B driver's license. • Supervisor and Security Guards (as per table below) 																						
	<table border="1"> <thead> <tr> <th data-bbox="550 380 1015 443">DESCRIPTION</th> <th data-bbox="1015 380 1471 443">TOTAL ESTIMATED NUMBER OF GUARDS</th> </tr> </thead> <tbody> <tr> <td data-bbox="550 443 1015 506">Site Supervisor Grade B.</td> <td data-bbox="1015 443 1471 506">1</td> </tr> <tr> <td data-bbox="550 506 1015 569">Unarmed Officer Grade D</td> <td data-bbox="1015 506 1471 569">25</td> </tr> <tr> <td data-bbox="550 569 1015 632">Armed Officer Grade D</td> <td data-bbox="1015 569 1471 632">5</td> </tr> <tr> <td data-bbox="550 632 1015 695">Unarmed Officer Grade C</td> <td data-bbox="1015 632 1471 695">4</td> </tr> <tr> <td data-bbox="550 695 1015 758">Armed Officer Grade C</td> <td data-bbox="1015 695 1471 758">14</td> </tr> <tr> <td data-bbox="550 758 1015 821">Unarmed Officer with Dog Grade D</td> <td data-bbox="1015 758 1471 821">5</td> </tr> <tr> <td data-bbox="550 821 1015 884">Armed Officer with Dog Grade D</td> <td data-bbox="1015 821 1471 884">2</td> </tr> <tr> <td data-bbox="550 884 1015 947">Unarmed Officer with Quade Bike</td> <td data-bbox="1015 884 1471 947">2</td> </tr> <tr> <td data-bbox="550 947 1015 1010">Armed Officer with Quade Bike Grade D</td> <td data-bbox="1015 947 1471 1010">2</td> </tr> <tr> <td data-bbox="550 1010 1015 1073" style="text-align: right;">Total</td> <td data-bbox="1015 1010 1471 1073">60</td> </tr> </tbody> </table>	DESCRIPTION	TOTAL ESTIMATED NUMBER OF GUARDS	Site Supervisor Grade B.	1	Unarmed Officer Grade D	25	Armed Officer Grade D	5	Unarmed Officer Grade C	4	Armed Officer Grade C	14	Unarmed Officer with Dog Grade D	5	Armed Officer with Dog Grade D	2	Unarmed Officer with Quade Bike	2	Armed Officer with Quade Bike Grade D	2	Total	60
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	Site Supervisor Grade B.	1																					
	Unarmed Officer Grade D	25																					
	Armed Officer Grade D	5																					
	Unarmed Officer Grade C	4																					
	Armed Officer Grade C	14																					
	Unarmed Officer with Dog Grade D	5																					
	Armed Officer with Dog Grade D	2																					
	Unarmed Officer with Quade Bike	2																					
	Armed Officer with Quade Bike Grade D	2																					
Total	60																						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
REQUIRED DOCUMENTS:						
BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:						
Staffing profile						
Drivers (x6)						
<ul style="list-style-type: none"> • The bidder must provide six (6) drivers. • A copy of a valid driver's licence must be submitted for each driver. • Each licence must reflect the appropriate code relevant to the vehicle to be operated,: <ul style="list-style-type: none"> • Code B: Motor vehicle with a GVM not exceeding 3 500 kg (may tow a trailer with a GVM not exceeding 750 kg). • Code EB: Motor vehicle with a GVM not exceeding 3 500 kg, towing a trailer with a GVM exceeding 750 kg. • Code C1: Motor vehicle with a GVM exceeding 3 500 kg but not exceeding 16 000 kg (a trailer with a GVM not exceeding 750 kg may be towed). 						
Security guards						
<ul style="list-style-type: none"> • Copies of the valid PSIRA certificates of all security guards to be employed. If the total number of security guards is less than the minimum required number listed under the Staffing Profile, then the bid will be rejected 						
Please Note:						
<ul style="list-style-type: none"> - Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid. - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid. - All professional Registrations must be in good standing during the period of tender evaluation. - The City of Ekurhuleni reserves the right to verify the submitted documents. 						
NB! Failure to submit the above-mentioned documents will result in disqualification.						

EVALUATION CRITERIA

Evaluation ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	<ul style="list-style-type: none">• Three (03) contactable reference letters from clients where the bidder has successfully rendered Security Guarding Services within the past ten (10) years (i.e., from January 2016 to March 2026).• Each reference must demonstrate that the services were provided for a continuous, uninterrupted period of at least thirty-six (36) months.
Company Registration	<ul style="list-style-type: none">• Private Security Industry Regulatory Authority (PSIRA) Registration Certificates

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project

- Three (03) Signed reference letters on the **Bidder's Client Letter Head** (The Signed reference letters must be from the client which the bidder provided the services to) with Contactable References from the bidder's previous client confirming relevant experience where has successfully rendered Security Guarding Services within the past ten (10) years (i.e., from January 2016 to March 2026).
- Each reference must demonstrate that the services were provided for a continuous, uninterrupted period of at least thirty-six (36) months.
- **Each signed reference letter must clearly confirm the following:**
 - 1. Client details**
 - Full organisation name
 - Physical address
 - Contact person (name, designation, telephone number, and email)
 - 2. Contract information**
 - Description of services rendered (e.g. guarding, access control, patrols, K9, etc.)
 - Contract duration (start and end dates)
 - Nature of site(s) guarded (e.g. offices, depots, vacant land, construction sites)
 - 3. Performance confirmation**
 - Confirmation that services were rendered satisfactorily in accordance with contractual obligations
 - Confirmation of compliance with PSIRA and applicable legislation
 - 4. Mandatory incident disclosure**

The reference letter must explicitly state whether any of the following incidents occurred while the bidder was responsible for security services:

 - Theft
 - Vandalism
 - Burglary or attempted burglary
 - Loss or damage to assets
 - Any other security-related incident

Where incidents did occur, the letter must confirm:

- The nature of the incident(s)
- Whether the incident(s) were reported and investigated
- The corrective or remedial actions taken by the security service provider
- Whether the incident(s) resulted in penalties, claims, or contract termination

5. Accountability statement

A clear statement indicating whether any incident was:

- Attributable to negligence, absenteeism, desertion of post, or non-compliance by the security service provider; **or**
- Beyond the reasonable control of the service provider

Company Registration

- Valid Private Security Industry Regulatory Authority (PSIRA) registration certificates for the company. (Retrieved from the PSIRA website).
- Letter from PSIRA confirming the number of security guards registered by the company, such a letter should include the numbers as well as the grades of the security guards. **If the total number of guards is less than the minimum required number listed under the Staffing Profile, then the bid will be rejected**
- Proof of *valid* registration with the NBCPSS (National Bargaining Council for the Private Security Sector)
- Valid proof of *valid* licensed firearms registered in the company's name. **If the total number of firearms is less than the minimum required number listed under the Staffing Profile, then the bid will be rejected**
- Valid proof of firearm competency certificates for business purposes.
- Back up Support (backup/ extra guards or tactical unit available in emergencies):
 - Provide SOP (Standard Operating Procedures) for emergencies.
 - Contracts/Agreements with external tactical units **or**
 - If Outsourced Contracts/Agreements with external tactical units
 - Past Performance Reports from previously awarded contracts.

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Previous Company Experience

Provide the following information on **relevant** previous experience.

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		

EVALUATION CRITERIA

Evaluation ASPECT	MINIMUM REQUIREMENTS
Financial Ability (Ability to Deliver)	R26 000 000

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Financial Ability (Ability to Deliver)

1. Proof of Access to Credit or Financing

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R26 000 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. Bank Statement(s)

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R26 000 000**

OR

3. Funding Commitments from Development Finance Institutions (DFIs)

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered DFI**, indicating funding of at least **R26 000 000**

NB! Failure to submit the above-mentioned documents will result in disqualification.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Financial ability to execute the project.

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	Tick (x)
Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number [A-CSD 04-2026]**, with **Description [APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029]**.

I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number:

• Bank Balance / Credit Facility as at:

• Eligible Funds / Approved Credit Amount:

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

NB: Failure to complete the above requirements will result in disqualification.

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM ‘B’

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

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 Owner of the Bidding Entity:
 - 3.2 Identity Number if applicable:
 - 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:

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 or business entity, exercises control and is actively involved in its management.

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?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.8.1 If yes, furnish particulars.
.....

3.9 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (close family member, partner or associate?)
with persons in the service of the state who may be involved
with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you aware of any relationship (close family member, partner or associate) 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?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers,
shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.12.1 If yes, furnish particulars.
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “C”

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

PLEASE NOTE:

1. **This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -**
 - (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
 - (3) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
 - (4) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

PLEASE NOTE further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected

Please indicate by ticking in the applicable BOX.

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
Joint Venture/ Consortium / Partnership	YES/NO
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

Failure to comply with the above requirement will render the bid as a non-responsive bid.

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.....

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “D”

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION OF BIDDER’S P AST 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. wilfully 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 and/or shareholders listed on the National Treasury’s database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors and/or shareholders 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)? 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 <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM “E”

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form “E” 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 Municipal Supply Chain Management Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This Form “E” 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 (Form “E”) 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:

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and understood 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 and 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.

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

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

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "G"

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders.

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "H"

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

**DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION
MUST BE COMPLETED FOR THIS BID**

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). That at the closing date of the bid, any of **the directors/members** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY

FORM "I"

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026:

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

1. BID PURPOSE

The purpose of this bid is to appoint a qualified PSIRA-registered security contractor to provide security guarding services to the city of Ekurhuleni on an as-and-when-required basis

This service must ensure a safe and secure environment for CoE staff, visitors, and clients by managing access and exit control at CoE facilities and effectively protecting and securing CoE's assets.

2. SCOPE

2.1 Service Providers will be responsible for providing security guarding services at CoE buildings and sites on an as-and-when basis.

2.2 The Service provider will have to provide a Patrol dog on an as-and-when basis.

2.3 The service provider needs to work in shifts, and they must make sure they have a supervisor for each area offered.

3. SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
QSE	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	3
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	Identity document (certified not older than 6 months)	2
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	For people living with disabilities (if applicable) Original/Certified Medical Certificate (certified	

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
	<p>not older than 6 months) with the following information:</p> <ul style="list-style-type: none"> a) Name of practitioner, b) Practitioner number, c) Doctor's contact details, d) Details of the condition, e) Date, f) Signature, g) Stamp and h) Patient's name. 	
TOTAL SPECIFIC GOAL POINTS		10

NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

4. EVALUATION CRITERIA

Evaluation ASPECT	MINIMUM REQUIREMENTS
<p>Infrastructure and resources available –</p> <p>Plant and Equipment (owned or leased)</p>	<ol style="list-style-type: none"> 1. Fully equipped operational offices. 2. A centralised 24-hour operational Monitoring Command Centre capable of real-time incident management and reporting 3. An electronic guard monitoring/patrol tracking system (e.g., guard tour system) to monitor and verify that security officers conduct patrols at least hourly, including time-stamped check-ins at designated points and the ability to generate audit reports for the city on request. 4. Two-way radio communication system with a valid Independent Communications Authority of South Africa (ICASA) licence/certificate. 5. Six (06) fully operational, fully marked patrol vehicles
<p>Financial Ability (Ability to Deliver)</p>	R26 000 000
<p>Relevant previous Company Experience – Completed Project</p>	<ul style="list-style-type: none"> • Three (03) contactable reference letters from clients where the bidder has successfully rendered Security Guarding Services within the past ten (10) years (i.e., from January 2016 to March 2026). • Each reference must demonstrate that the services were provided for a continuous, uninterrupted period of at least thirty-six (36) months.
<p>Company Registration</p>	<ul style="list-style-type: none"> • Private Security Industry Regulatory Authority (PSIRA) Registration Certificates
<p>Staffing profile</p>	<ul style="list-style-type: none"> • Six (6) Drivers <ul style="list-style-type: none"> • With valid Code B driver's license.

Evaluation ASPECT	MINIMUM REQUIREMENTS	
	• Supervisor and Security Guards (as per table below)	
	DESCRIPTION	TOTAL ESTIMATED NUMBER OF GUARDS
	Site Supervisor Grade B.	1
	Unarmed Officer Grade D	25
	Armed Officer Grade D	5
	Unarmed Officer Grade C	4
	Armed Officer Grade C	14
	Unarmed Officer with Dog Grade D	5
	Armed Officer with Dog Grade D	2
	Unarmed Officer with Quade Bike	2
	Armed Officer with Quade Bike Grade D	2
	Total	60

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Infrastructure and resources available – Plant and Equipment (owned or leased)

- **Proof of ownership or lease agreement letter of intent to lease signed by the lessor for one each of the following:**
- **Proof of ownership of lessor’s vehicles must be submitted**
- **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**

- 1. Fully equipped operational offices**
- 2. A centralised 24-hour operational Monitoring Command Centre** capable of real-time incident management and reporting.
- 3. Proof of control system** by the company that can be deployed for managing and monitoring security guards, including an electronic guard monitoring/patrol tracking system to verify that patrols are conducted at least hourly (with time-stamped checkpoints) and that audit reports can be produced on request.
- 4. Two-way radio communication system** with a valid Independent Communications Authority of South Africa (ICASA) licence/certificate.

5. **Five (05) fully operational, fully marked patrol vehicles:** Vehicles must be suitable for patrol and rapid response (e.g., sedan, hatchback, bakkie or SUV) and must be capable of being operated by drivers with the relevant license code.

The applicable license-code classes are as follows (subject to the National Road Traffic Act and regulations):

- **Code B:** Motor vehicle with a **GVM not exceeding 3 500 kg** (may tow a trailer with a **GVM not exceeding 750 kg**).
- **Code EB:** Motor vehicle with a **GVM not exceeding 3 500 kg**, towing a trailer with a **GVM exceeding 750 kg**.
- **Code C1:** Motor vehicle with a **GVM exceeding 3 500 kg but not exceeding 16 000 kg** (a trailer with a **GVM not exceeding 750 kg** may be towed).
- **Road worthy status and availability will be verified during site inspections**

- 5.2 **One (01) K9-capable patrol vehicle (where dogs are deployed):** proof that at least one patrol vehicle is suitably configured for safe transportation of security dogs (e.g., fitted dog crate/cage or partitioned K9 compartment with ventilation). This will be verified during the site inspection.

Code EB: Motor vehicle with a **GVM not exceeding 3 500 kg**, towing a trailer with a **GVM exceeding 750 kg**.

Financial Ability (Ability to Deliver)

1. **Proof of Access to Credit or Financing**

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R26 000 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

OR

2. **Bank Statement(s)**

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R26 000 000**

OR

3. **Funding Commitments from Development Finance Institutions (DFIs)**

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered DFI**, indicating funding of at least **R26 000 000**

Relevant previous Company Experience – Completed Project

- Three (03) Signed reference letters on the **Bidder's Client Letter Head** (**The Signed reference letters must be from the client which the bidder provided the services to** with Contactable References from the bidder's previous client confirming relevant experience where has successfully rendered Security Guarding Services within the past ten (10) years (i.e., from January 2016 to March 2026).
- Each reference must demonstrate that the services were provided for a continuous, uninterrupted period of at least thirty-six (36) months.

- **Each signed reference letter must clearly confirm the following:**
 1. **Client details**
 - Full organisation name
 - Physical address
 - Contact person (name, designation, telephone number, and email)
 2. **Contract information**
 - Description of services rendered (e.g. guarding, access control, patrols, K9, etc.)
 - Contract duration (start and end dates)
 - Nature of site(s) guarded (e.g. offices, depots, vacant land, construction sites)
 3. **Performance confirmation**
 - Confirmation that services were rendered satisfactorily in accordance with contractual obligations
 - Confirmation of compliance with PSIRA and applicable legislation
 4. **Mandatory incident disclosure**

The reference letter must explicitly state whether any of the following incidents occurred while the bidder was responsible for security services:

 - Theft
 - Vandalism
 - Burglary or attempted burglary
 - Loss or damage to assets
 - Any other security-related incident

Where incidents did occur, the letter must confirm:

 - The nature of the incident(s)
 - Whether the incident(s) were reported and investigated
 - The corrective or remedial actions taken by the security service provider
 - Whether the incident(s) resulted in penalties, claims, or contract termination
 5. **Accountability statement**

A clear statement indicating whether any incident was:

 - Attributable to negligence, absenteeism, desertion of post, or non-compliance by the security service provider; **or**
 - Beyond the reasonable control of the service provider

Company Registration

- Valid Private Security Industry Regulatory Authority (PSIRA) registration certificates for the company. (Retrieved from the PSIRA website).
- Letter from PSIRA confirming the number of security guards registered by the company, such a letter should include the numbers as well as the grades of the security guards. **If the total number of guards is less than the minimum required number listed under the Staffing Profile, then the bid will be rejected**
- Proof of *valid* registration with the NBCPSS (National Bargaining Council for the Private Security Sector)
- Valid proof of *valid* licensed firearms registered in the company's name. **If the total number of firearms is less than the minimum required number listed under the Staffing Profile, then the bid will be rejected**

- Valid proof of firearm competency certificates for business purposes.
- Back up Support (backup/ extra guards or tactical unit available in emergencies):
 - Provide SOP (Standard Operating Procedures) for emergencies.
 - Contracts/Agreements with external tactical units **or**
 - If Outsourced Contracts/Agreements with external tactical units
 - Past Performance Reports from previously awarded contracts.

Staffing profile

Drivers (x6)

- The bidder must provide six (6) drivers.
- A copy of a valid driver's licence must be submitted for each driver.
- Each licence must reflect the appropriate code relevant to the vehicle to be operated,
 - **Code B:** Motor vehicle with a **GVM not exceeding 3 500 kg** (may tow a trailer with a **GVM not exceeding 750 kg**).
 - **Code EB:** Motor vehicle with a **GVM not exceeding 3 500 kg**, towing a trailer with a **GVM exceeding 750 kg**.
 - **Code C1:** Motor vehicle with a **GVM exceeding 3 500 kg but not exceeding 16 000 kg** (a trailer with a **GVM not exceeding 750 kg** may be towed).

Security guards

- Copies of the valid PSIRA certificates of all security guards to be employed. **If the total number of security guards is less than the minimum required number listed under the Staffing Profile, then the bid will be rejected**

Please Note:

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

NB! Failure to submit the above-mentioned documents will result in disqualification.

4. SITE VISIT

- A compulsory site inspection of the infrastructure and resources of all responsive and acceptable bidders will be conducted by officials of the City of Ekurhuleni.
- The purpose of the site visit is to verify compliance with the requirements as advertised and stipulated in the bid document.
- Where infrastructure, plant, equipment, or resources are leased, the bidder must provide written permission from the lessor confirming access to and use of such facilities and resources for the duration of the contract.
- During the site inspection, officials will verify the availability, roadworthiness and branding of patrol vehicles, as well as supporting documentation (ownership/lease documentation and, where applicable, confirmation that drivers hold the relevant license codes for the vehicles utilised).

- Where K9 services are proposed, the bidder must present K9-capable patrol vehicle(s) for inspection (e.g., fitted crate/cage or partitioned K9 compartment with ventilation). Where quad bikes are proposed/required, the bidder must present the quad bikes and the applicable registration/licensing documentation (where required) for verification.
- Site visits will be arranged in advance with the bidders and will be conducted during the evaluation process.
- Successful Bidders with operational offices located outside Gauteng will be required to establish a fully functional office within Gauteng within a period of three (3) months from the date of award. Failure to comply with this requirement will result in the bid being deemed non-responsive. Compliance will be verified during a site inspection.
- Where the bidder has changed premises during the evaluation process, the bidder must provide a valid and existing lease agreement/intent to lease, title deed, or a statement of business account from the relevant Local Municipality. The new premises will be subject to inspection by EMPD.

The following checklist will be utilised during the site inspection for evaluation and verification purposes:

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	<p>Municipal Account / Statement of Account (not older than three (3) months), or</p> <p>A Valid Signed Lease Agreement accompanied by the Lessor's Municipal Statement of Account (not older than three (3) months).</p> <p>The bidder is expected to provide an existing and valid lease agreement/intent to lease, title deed or statement of business account from the Local Municipality. This office will be inspected by EMPD</p>			
	<p>Equipment for Security Officers.</p> <p>This must include a Combat / corporate Uniform, rechargeable torch (one thousand lumens), Pepper spray, Taser, baton, handcuffs, handheld radio, panic buttons and pocketbook.</p>			
	<p>Control room (24-hours operational) and backup systems.</p> <p>Physical building: Brick and mortar not a temporary structure.</p> <p>The control room has toilet facilities.</p> <p>The control room has no windows and must have air conditioning.</p> <ul style="list-style-type: none"> • Power supply: backup source of energy power (minimum of 4 hours). 			
	<p>All guards must at least have a Grade D security grading. Proof of grade will be verified during the site inspection.</p>			
	<p>Site Visit Verification Requirement – Security Dogs must hold at least DH3</p> <p>During the site visit, officials will verify that the bidder:</p>			

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
<ul style="list-style-type: none"> Owns the trained security dogs on-site, or Has a valid agreement with a dog service provider <p>Bidders must make available proof of ownership or the service agreement for inspection.</p> <p>"Unarmed Security Officer with Dog – Grade D: The number of dogs declared by the bidder will be verified during the site inspection. If the total number of dogs is found to be less than the minimum required per operational area.</p>				
<p>Twenty-Four (24) hours of Uninterrupted Communication system, i.e., Telephones, Cell phones. Display Emergency telephone numbers (EMPD, SAPS, Fire Department, Disaster Management etc)</p>				
<p>The number of response vehicles (marked/Branded security vehicles). The number of vehicles required and quad bikes: Six or more.</p> <p>Five (5) Fully operational, fully marked patrol vehicles (owned or leased), suitable for routine patrols and rapid response. Vehicles must be roadworthy and appropriate for the intended use (e.g., light motor vehicles such as sedans, hatchbacks, bakkies or SUVs) and must be operated by licensed drivers with the relevant license code The applicable license-code GVM classes are as follows (subject to the National Road Traffic Act and regulations): Code B: Motor vehicle with a GVM not exceeding 3 500 kg (may tow a trailer with a GVM not exceeding 750 kg). Code EB: Motor vehicle with a GVM not exceeding 3 500 kg, towing a trailer with a GVM exceeding 750 kg. Code C1: Motor vehicle with a GVM exceeding 3 500 kg but not exceeding 16 000 kg (a trailer with a GVM not exceeding 750 kg may be towed). Road worthy status and availability will be verified during site inspections</p> <p>One (01) K9-capable patrol vehicle (where dogs are deployed): proof that at least one patrol vehicle is suitably configured for safe transportation of security dogs (e.g., fitted dog crate/cage or partitioned K9 compartment with ventilation). This will be verified during the site inspection. Code EB: Motor vehicle with a GVM not exceeding 3 500 kg, towing a trailer with a GVM exceeding 750 kg.</p>				
<p>Compliance with the Firearm Control Act. Proof of licensed firearms registered in the company's name</p> <p>The following will be inspected:</p> <ol style="list-style-type: none"> Valid firearm competency certificates for business purposes SAPS firearm competency certificates Firearm register. Firearm Safe 				

NB: The site visit inspection will form part of the evaluation process.

Bidders will be disqualified if, during the inspection, it is found that any information provided in the bid documents was misrepresented, false, or materially misleading.

5. THE DELIVERABLES OF THE CONTRACT IS THE FOLLOWING:

5.1 REQUIRED SHIFTS

- 5.1.1 The Service Provider will provide within 7 working days of commencement of the contract the personal details of the security staff for each site as well as certificates showing their grading as registered with PSIRA and police clearance certificates including specialized certified training concerning the Guard Dogs.
- 5.1.2 Reviewing the means of safeguarding people and assets and where appropriate, making recommendations on improvements to the security systems.
- 5.1.3 Supply required guarding personnel seven days a week (including public holidays)
- 5.1.4 Supply security guards during the day.
- 5.1.5 Supply security guards during the night; and
- 5.1.6 Supply security guards for changeover of shifts.
- 5.1.7 The hours of the work shall be stipulated below and shall be on a shift basis for a 24-hour day. 7 days a week operate the required hours per, 365 days per annum and 366 days in leap years without interruption.
- 5.1.8 No Security Officer shall be allowed to work more than 12 continuous hours without sufficient rest to ensure that he/she stays alert and can perform the required security duties to the COE's satisfaction. Each Security Officer must always be identifiable using an issued PSIRA card.

Monday to Friday	06H00 AM to 18H00 PM	18H00 PM to 06H00 AM
Saturday/Sunday/Public holidays	06H00 AM to 18H00 PM	18H00 PM to 06H00 AM

5.2 THE SERVICE PROVIDER SHALL:

- 5.2.1 Ensure that its security personnel are always at the post at the required time per the service level agreement.
- 5.2.2 Ensure that off-sick security personnel are replaced without interruption of the services.
- 5.2.3 Keeps the record of daily occurrences as well as the attendance register of the security personnel on duty. Attendance Register to be signed when reporting in for duty and when leaving for the day. Register to be signed and maintained by the supervisor for monitoring.
- 5.2.4 Ensures that the occurrence book on each site is provided, maintained, and accurately filled in during the shift and scrutinized and signed off by a designated security services supervisor weekly.
- 5.2.5 Ensure that supervisors conduct regular site inspections to ensure staff site compliance, maintain standard and check on the operation of equipment.
- 5.2.6 Ensure that security personnel are always in full uniform and tidy.

- 5.2.7 Ensure that staff are conversant in English given the high number of international tourists visiting the CoE facilities.
- 5.2.8 Ensure that security personnel are always well-mannered and respectful when on duty.
- 5.2.9 Ensure that security personnel do not report on duty drunk or under the influence of intoxicating substances, nor drink or imbibe intoxicating substances when on duty.
- 5.2.10 Ensure that security personnel do not sleep on duty.
- 5.2.11 Ensure that the security company managers assess the reporting system daily and report any discrepancies and non-compliance to CoE weekly.
- 5.2.12 Ensure that the Blood Hound System is fully operational at all sites and that shift reports are sent to designated CoE managers daily.
- 5.2.13 The Security Service Provider and all security officers shall be registered with the Private Security Industry Regulatory Authority (PSIRA), Act No 56 of 2001 as required by law, depending on the grading required per site. The Security Service provider is required to ensure that all PSIRA certification and registration documents are renewed within the required specified period of registration, e.g. letter of good standing and individual certificates. All replacement security officers brought to the site must comply with the said requirements. Copies of the registration certificates in respect of all the Directors of the company and Security Officers allocated to the sites of the Department must be submitted once the contract is awarded to a successful bidder. This will be a clause in the SLA.
- 5.2.14 Where security guards on the designated sites are not meeting the 80% standard, they will be removed from CoE site/s with immediate effect.
- 5.2.15 Report any systems failures concerning the security system to EMPD designated managers daily and ensure that active supervision of those sites is implemented until the system is back online.
- 5.2.16 Reimburse CoE at the daily shift rate as indicated in the tender via a credit note for every site that does not make the 80 % patrol compliance within 30 days of the non-compliance.
- 5.2.17 Ensure that security personnel keep all relevant records (entry record, movable property record and exit record register);
- 5.2.18 Ensure that security personnel are always available to assist in any form of emergency.
- 5.2.19 The Security Service Provider shall ensure that all security officers, without exception, wear the appropriate contracted, branded, clean and complete uniforms while on duty.
- 5.2.20 Ensure that either management is always available to respond to any complaints from visitors or CoE related to security services.
- 5.2.21 Ensure that all complaints are addressed, and a formal report is afforded to CoE on how the complaint was resolved and how much will be prevented in future within 7 working days from the day of the occurrence.
- 5.2.22 Maintenance of security services standards that CoE receives from the Service Provider; and submit invoice together with the attendance register on every day of the month to CoE as well as credit notes for late coming and patrolling as recorded.

- 5.2.23 Each Security Officer shall be physically and mentally fit of performing all assigned duties. Security personnel must always present a professional attitude that implies that they shall not argue or behave discourteously towards clients. The department reserves the right to review all minimum requirements and give instructions for the removal of any person unable to perform their duties satisfactorily.
- 5.2.24 The Security Service Provider must ensure that Security Officers are issued with at least the following standard equipment: Baton stick, handcuffs, pocketbook for recording incidents, security torch, Two — Way Radio or any other means of communication and nametags or PSIRA cards. This equipment shall be on each site as per the site information provided, per shift for the duration of the contract. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act, 1985 (Act No. 53 of 1985 as well as the Trespass Act, 1959 (Act No. 6 of 1959) as amended
- 5.2.25 Hours of duty: All Security Officers shall report for work on time for the shift, as designated per site instructions. Security Officers shall report on duty at least 15 minutes before the shift starting times to ensure proper shift handing over. It is expected that shifts hold parades during reporting on and off duty.
- 5.2.26 No Security Officer shall be allowed to work more than 12 continuous hours without sufficient rest to ensure that he/she stays alert and can perform the required security duties to the COE's satisfaction. Each Security Officer must always be identifiable using an issued PSIRA card.
- 5.2.27 The duty hours are indicated on the site information spreadsheet. The department reserves the right to change the duty hours to suit its operational requirements. Changes to duty hours shall be conveyed to the Security Service Provider within 24 hours before the change is implemented.
- 5.2.28 Security Officers shall not leave/desert their posts without being properly relieved by another security officer. It is the service provider's responsibility to provide continuous, quality and uninterrupted security service to the CoE. The Security Service Provider must have an electronic clocking system in place to check the movement and patrols conducted by the security officers at the sites
- 5.2.29 The Security Service Provider shall indicate what procedures shall be used to ensure and confirm that all security officers have arrived at their posts on time and are neat and properly dressed, with the correct functional equipment — posted and self-posted.
- 5.2.30 The Security Service Provider shall have sufficient and in good-condition vehicles at its disposal to render the required services to the CoE. All the vehicles must be licensed and roadworthy. Vehicles must be branded accordingly. In areas where quad bikes are used, the quad bikes must always be in operating condition.
- 5.2.31 The bidder should preferably have an existing operational office in the City of Ekurhuleni. The bidder must supply proof of an existing and valid lease agreement, title deed and statement of business account or official letterhead confirming the business operational office address. The office must have a 24-hour Control Room which will be inspected by EMPD.
- 5.2.32 The Security Service Provider shall have the following but not limited items in the Control Room. The items listed underneath must be fully functional. The Control Room must comply with the Minimum Information Security Standards and Minimum Physical Security standards

- 5.2.32.1 Two-way radio communication with a base station or any other means of communication
- 5.2.32.2 Telephone communication
- 5.2.32.3 Cell phone communication (Company cell phone must be able to make and receive calls from the cell phone at all times for the duration of the contract and it must have a camera function)
- 5.2.32.4 Backup of power energy (for at least 4 hours) for Control Room operations
- 5.2.32.5 SABS-approved serviced fire extinguishers must be available in the Control Room
- 5.2.32.6 The Control Room must be operational for 24 hours and 7 days.
- 5.2.32.7 Emergency lighting/torches for the Control Room operations
- 5.2.32.8 Emergency contact numbers must be displayed in the Control Room
- 5.2.32.9 Contingency plan for the Control Room

5.2.34 The Security Service Provider **shall** comply with and enforce the following legislation:

- 5.2.34.1 PSIRA Act 2001 (Act No. 56 of 2001)
- 5.2.34.2 Firearms Control Act, 2000 (Act No. 60 of 2000), as amended.
- 5.2.34.3 Control of Access to Public Premises and Vehicles Act, (Act No. 53 of 1985)
- 5.2.34.4 Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996)
- 5.2.34.5 Criminal Procedure Act, 1977 (Act 51 of 1977)
- 5.2.34.6 Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
- 5.2.34.7 Labour Relations Act, 1995 (Act No. 66 of 1995)
- 5.2.34.8 Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)
- 5.2.34.9. Minimum information Security Standards
- 5.2.34.10 Minimum Physical Security Standards
- 5.2.34.11 Protection of Information Act, 1982 (Act No 84 of 1982)
- 5.2.34.12 Trespass Act, 1959 (Act No.6 of 1959)

5.2.36 The Security Service Provider must be able to pay the security officers on time and be able to sustain their operations for a minimum of two months and deliver the standards of service delivery to the CoE. The Security Service Provider must ensure that the salaries of security staff allocated to the CoE are paid on time to prevent security breaches on the premises of the department because of late payment. Failure by the Security Service Provider to pay Security Officers timeously shall result in penalties being imposed in accordance with the provisions of the Service Level Agreement (SLA). Continued non-compliance may constitute a material breach of contract. The Security Service Provider must pay Security Officers at least the minimum monthly basic wage per security grade as determined by the Private Security Industry Regulatory Authority tariffs and allowances as determined by the Basic Conditions of Employment Act.

6. GENERIC PHYSICAL GUARDING SECURITY REQUIREMENTS

The service provider needs to be reputable with a history of dealing with large clients.

6.1. Standing Operating Procedures compliance

All security-related functions shall be conducted by the Security Service Provider by the CoE's security-related procedures and as per the approved post-security job description. All Security Officers deployed at the duty points/sites of the Department are responsible for amongst others.

6.1.1 To act as an authorised official in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).

- 6.1.2 To perform access control duties as prescribed, patrol premises, safeguard personnel, property, assets, and information and execute functions as required by the EMPD Security section.
- 6.1.3 To record events/incidents in the prescribed Occurrence Book (OB) and report it to the shift supervisor of the Security Service Provider.
- 6.1.4 The protection of state property at the sites against theft, fire, and vandalism.
- 6.1.5 The protection of the City's officials against any injuries, threats or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act 51 of 1977)
- 6.1.6 The protection of State information against any espionage and leakage to the wrong hands
- 6.1.7 Controlling or reporting on the movement of suspicious persons or vehicles through checkpoints or gates.
- 5.1.8 Conducting searches on staff members, and members of the public and, if necessary, restraining them.
- 6.1.8 Patrolling the premises and the offices of the CoE
- 6.1.9 Reacting to emergencies and acting as an Emergency Officer during emergencies until the arrival of Emergency role players.
- 6.1.10 Ensuring that security registers are up to date and always kept legible and neat
- 6.1.11 Escorting employees or visitors where necessary
- 6.1.12 Avoiding any conflicts with the staff members or members of the public at all costs.
- 6.1.13 Reporting any lost and found articles and goods to the Supervisor

6.2 Access control - pedestrian

- 6.2.1. All employees entering the City's premises shall have an identity document/card. The security officer shall verify all persons entering the City's premises. They shall ensure that all the CoE employees and visitors have proper identification badges belonging to them before allowing access. The security service provider is responsible for ensuring that this requirement is adhered to at all entry and exit points. Where a CoE employee continuously fails to adhere to this requirement, the security officer shall escalate the matter to the relevant Security Manager.
- 6.2.2. The Security Officers shall, with the consent of the employee/person, search all luggage/bags, etc. of all persons leaving the access control point.
- 6.2.3. Technical access control systems such as turnstiles tag readers, security vehicle boom gates, etc. supported by physical security officers shall be monitored to limit access to authorised personnel with visibly displayed ID cards. The security officer shall physically and in person inspect the ID card used by the employee entering to ensure that they are the authorised ID cardholders.
- 6.2.4. Any employee without an ID card shall be treated as a visitor.
- 6.2.5. The Security Officer shall first register all visits to the City's facilities and, where possible, telephonically contact the employee to be visited. Where there is a reception desk, the visitor shall be directed to the receptionist where a visitor's slip will be issued. Where there is no receptionist, the Security Officer shall issue a visitor's slip/card and record the

particulars in the visitor register. The visitor shall not be allowed to gain access to the office space until he/she is collected at the security point by the host being visited.

6.2.6 After the visit, the signed visitor's slip and/or visitor access card shall be collected at the original point of entry or reception/security checkpoint by the security officer before the visitor is allowed to exit the premises. The security officer shall inform his/her supervisor of any missing visitor's slip/card at the end of each shift. It is therefore required that reconciliation be done at the end of each shift to determine whether all issued visitor slips/cards have been returned.

6.2.7. If an employee has forgotten his/her ID card or lost it, a visitor's slip/temporary access card shall be issued to the employee. The said employee shall sign the register.

6.2.8. Employees without authorised ID cards to a specific site shall be treated as visitors and their details recorded in the visitors' register. These employees do not require escorting. The same applies to the employees working at other COE sites.

6.2.9. CoE sites with technical access control systems shall be checked by the Security Officer upon commencement of each shift to ensure the proper functioning thereof. This function remains the day-to-day responsibility of the site supervisor.

6.3. Access control — vehicle

6.3.1. The Security Officer shall monitor and control the entry and exit of all vehicles to and from the CoE premises. Departmental and employee vehicles shall have valid parking discs displayed on the vehicle windscreen where applicable. At certain premises, the requirement may also dictate that all vehicles entering and exiting the premises shall have their details recorded in the vehicle register.

6.3.2. All vehicles entering and leaving the COE premises shall be searched before being allowed to enter and exit the premises.

6.3.3. Where applicable, instructions shall be given to the security officer to request the visitor to stop and start the vehicle engine to ensure that the vehicle key ignition switch has not been tampered with and to avert the theft of a vehicle.

6.3.4. Premises with technical access control systems at the vehicle entrances and exits shall be checked by the Security Officer taking over duty upon commencement of each shift to ensure the proper functioning of the system. Any malfunctions shall be recorded in the Occurrence Book and be reported to the EMPD Security Section.

6.4. Access control after hours, weekends and public holidays

6.4.1. All employees wanting access after-hours or on weekends and public holidays are required to record all relevant information in the After-Hours Register. This includes all pedestrian and vehicle access. The security officer shall personally complete all the details in the After Hours Register and ensure that all information is legible and accurate. All persons inside the vehicle and accompanying the employee shall be recorded in the register. Any attempts to gain unauthorised access shall be recorded in the Occurrence Book and access shall be denied..

6.4.2. No visitor shall be allowed to enter the premises after hours unless accompanied by an employee

6.5. Unauthorised access

6.5.1. All attempts to gain unauthorised access must immediately be reported to the Security Services Unit control room.

6.6. Searching of persons and vehicles

- 6.6.1. The searching of vehicles, bags, boxes, etc. entering and leaving the COE premises is the responsibility of the security officer on duty and shall be done by the Control of Public Premises and Vehicles Act 53 of 1985. 5.6.2. Search of persons: A private person (including the security officer) does not have the right to body search a person. However, the security officer shall confiscate any article believed to have been used or is part of the commission of an offence or which may be used as evidence or intended to be used or which on 'reasonable grounds' is believed to be used in the commission of an offence.
- 6.6.2. 'Confiscate' means taking from the person and does not include physical body searching the person or their clothing. Any article confiscated shall be handed over to the Security Services Unit immediately and, where needed, to the South African Police Service (SAPS) without any delay.

6.7. Patrols

- 6.7.1. The Security Services Unit shall determine whether the security officer is required to perform patrol functions at the CoE premises. The number of patrol/clocking points shall be determined by the Security Services
- 6.7.2. Patrols shall be conducted on foot unless specified differently. In areas where quad bikes are used, the patrols will be conducted with quad bikes. It is a requirement that, where a successful bidder is appointed to an operational area necessitating the use of quad bikes, the bidder shall have access to such equipment through proof of ownership, a valid lease agreement, or a letter of intent to lease. Furthermore, all quad bikes must comply with applicable registration and licensing requirements and be available for the duration of the contract.
- 6.7.3. The Security Service Provider must have a guard monitoring system to ensure that the site is patrolled/ inspected according to instructions and any deviation is immediately reported to Supervisors and addressed accordingly. The guard monitoring points must be visited at least once per hour per day. Proof of the visits must be kept as evidence.
- 6.7.4. Detailed electronic recordings and physical records shall be kept, maintained, produced, and provided to the Security Section upon request. This information must be treated as confidential, and all applicable legislative requirements shall be adhered to.

6.8. Static guards are unarmed and armed guards (ad hoc)

- 6.8.1. Security Officers shall be unarmed unless stated otherwise. The exception to the rule shall be to provide an armed guard. The Security Section shall approve/reject a request for an armed guard after having reviewed the motivated request.
- 6.8.2. All Security Officers posted and performing official guarding duties shall be proficient in the handling of a firearm by the Firearms Control Act, 2000 (Act No. 60 of 2000).
- 6.8.3. These services must be provided within 12 hours of receiving the request from the department

6.9. Vehicle contingency plan

- 6.9.1 The Security Service Provider shall have contingency plans in place to react and replace immediately to any emergency.
- 6.9.2. Vehicle breakdowns
- 6.9.3. Vehicle accidents
- 6.9.4 Quad bikes breakdowns

6.10. Removal of assets (CoE and private assets)

6.10.1 The removal of Departmental assets and bringing of the private property onto the COE premises shall be by the CoE's Asset Management and Security Policies and all other related policies and procedure documents.

6.10.2 Copies of the private asset register and the removal permit register shall be at the Security Entry points should a person wish to bring private assets onto the premises.

6.11 Security registers

6.11.1 The EMPD Security Section shall decide what security registers are required at each security post. In general, the following security registers will be required: Occurrence Book, Pocketbook, Staff after Hours Register, Removal Permit register, Visitors' Register, access control _vehicle & pedestrian, CoE vehicle register, firearm register and a key register. The security register requirements are not limited to the list.

6.11.2 The Security Service Provider must provide monthly time sheets of security officers timeously as agreed with COE Security Services Unit.

6.12. Communication and security equipment

6.12.1 Communication and associated security equipment to be provided by the security service provider as prescribed by the city

6.12.2 The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Security Section of the Department.

6.12.3 Meetings between the representatives of the Department Security Section and the Security Service Provider must be held at least once a month. The minutes of the meeting are to be filed.

6.12.4 The Security Service Provider shall furnish a monthly and quarterly report of the security service, incidents, breaches etc. which transpired in the previous month to the Security Section of EMPD

6.13. Key control and parcels

Under no circumstances shall a security officer accept any keys or parcels after hours, on weekends or on Public Holidays unless prior arrangements were made, and approval was given by the Security Services Unit.

6.13.1 No documentation or any other deliveries must be received or accepted by the security officer of the Contractor. In these cases, a representative of the Department must be informed to ensure the collection of delivery of documentation and/or goods or services.

6.14 Contingency plans

6.14.1. The Security Service Provider must ensure that there are Contingency Plans in place to ensure uninterrupted security service to the Department. The following Contingency Plans cover the following scenarios:

6.14.2. A strike by the Security Service Provider's security personnel

6.14.3 A strike by the security industry

6.14.4 Civilian disorder and labour unrest

- 6.14.5 Provision of extra security officers to assist the COE in the event of permanent and ad hoc security-related operations.

6.15. Shift relief/handover procedures

- 6.15.1. The CoE reserves the right to change these procedures in writing in consultation with the Security Service Provider to constitute its operational and strategic requirements.

6.16 Where and what security services would be required

- 6.16.1 The following security and protection services will be as and when required but not limited to CoE personnel protection, Control Room services, static guarding, and security escort services.

6.17. Vetting: Criminal and Credit record checks

- 6.17.1. The Security Company, its Directors and its staff shall be subjected to security screening. Each security officer who will be appointed to perform security duties at the CoE office shall be physically fit of performing all security assigned duties with no adverse results.

All directors (and where applicable members/shareholders) of the bidding entity will be subjected to vetting by SSAA prior to award. Acceptable/Recommended bidders must submit a vetting report/clearance confirmation letter issued by SSAA confirming that all directors (and where applicable members/shareholders) have been vetted. This requirement is included due to the sensitive nature of security services rendered to the City and to mitigate integrity and security risks prior to award. The City reserves the right to verify the authenticity and validity of the submitted vetting confirmation.

- 6.17.2. In cases where a negative screening result is submitted by the State Security Agency of the Security Company and/or its directors, it will result in the termination of the contract. In cases where a negative vetting result is submitted by the State Security Agency of the Staff, the individual must be replaced immediately with a suitable cleared employee.

- 6.17.3. EMPD will request the registration certificate of each security officer stationed at their premises within three (3) months of the inception of the contract and will thereafter request such certificates every twenty-four (24) months in line with the Private Security Industry Regulation Act, 2001 (PSIRA) for the duration of the contract. The cost shall be for the Security Service Provider's account and not the CoE

EMPD reserves the right to review all minimum requirements in terms of PSIRA and will request the removal of any security officer who is unable to produce a valid registration certificate or whose certificate has expired.

- 6.17.4 All Security personnel as well as all personnel and management involved with the security services of the City of Ekurhuleni shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration form to the

- 6.17.5 The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the city's activities may be furnished to the public or media by the Security Service Provider or any of his/her employees

6.18 LIABILITY AND CLAIMS

- 6.18.1 The successful bidder must, at its own expense, take out sufficient insurance cover (Value to be determined by COE) against any claims, costs, loss and/or damage emanating from his/her obligations, and he/she must ensure that such insurance remains operative for the duration of this agreement. As soon as the order is issued to the service provider, a certified copy of the insurance must be submitted before commencement to the Department/EMPD

and failure to submit shall result in penalties being imposed in accordance with the provisions of the Service Level Agreement (SLA). Continued non-compliance may constitute a material breach of contract.

- 6.18.2 The Security Service Provider shall be held liable for any damages or loss suffered by the CoE, because of the Security Service Provider's own or his or her employees' negligence or intent, which originated on the site.
- 6.18.3 The City shall not be liable for any loss or damage of any nature to any of the Security Service Provider's properties or any items kept at the CoE sites, even in cases where the loss originated because of negligence or intent on the part of the City
- 6.18.4 CoE is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Security Service Provider, and which arise from or are the result of any act or omission by the Security Service Provider or an employee or agent of the Security Service Provider in connection with the execution of the services in terms of this contract which may result in loss of life or injuries which may be sustained by the security personnel during the execution of their duties, damages to or destruction of any equipment or property of the Security Service provider during the execution of their duties.
- 6.19.5 The contract is valid for a period of three years from the signature date and the Department reserves the right to terminate the contract at any time with immediate effect if the Security Section is not satisfied with the services rendered by the Security Service Provider. This will be done in line with the policies and directives of the CoE
- 6.19.6 The Service Provider must perform the Services with due care, skill and diligence, in full compliance with all applicable laws, including but not limited to the **Private Security Industry Regulation Act, 2001 (PSIRA)** and regulations, **Occupational Health and Safety Act, 1993 (OHSA)**, **Firearms Control Act, 2000** (where applicable), **Protection of Personal Information Act, 2013 (POPIA)**, and all applicable collective agreements or sectoral wage instruments.
- 6.19.7 **Vicarious Responsibility**
The Service Provider is vicariously responsible for the acts and omissions of its Personnel while engaged in the Services and on the Premises.
- 6.19.8 **Responsibility for Loss Occurring During Watch**
The Service Provider is responsible and liable for any Loss occurring during Service Hours at the Premises, unless the Service Provider proves on a balance of probabilities that such Loss was solely caused by:
(i) force majeure;
(ii) a latent defect or pre-existing condition not reasonably detectable and not disclosed; or
(iii) the Client's written instructions that directly contradicted the approved security plan and which the Service Provider had formally objected to in writing prior to the Loss.
For clarity, the Service Provider cannot exclude or limit liability for its gross negligence or wilful misconduct.

7. RESPONSIBILITIES OF EMPD

EMPD/DEPARTMENT SHALL:

- 7.1 Monitor the professional security services that CoE receives from the Service Provider.
- 7.2 Indicate unsatisfactory performance to the attention of the company's management for improvement and expect feedback on how such unsatisfactory performance or bad behaviour will be prevented for future occurrences.
- 7.3 Review the received monthly report and provide feedback.
- 7.4 Effect payment within 30 days from the date of receipt of original tax invoices for services rendered.
- 7.5 Tax Invoices submitted by the service provider will not be processed concerning any noncompliance until credit notes are received.
- 7.6 In terms of costs incurred by CoE for non-compliance by the service provider, EMPD is to submit an invoice together with an attendance register to the service provider concerning non-compliance.
- 7.7 Compliance with the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) and the regulations promulgated in terms of the Act.
- 7.8 In terms of the wages of security officers, the bidder(s) shall comply with the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) and the regulations promulgated in terms of the Act.
- 7.9 A monitoring committee will be established by the Chief of Police and the successful bidder(s) will designate their employees to attend such meetings, which may be scheduled by the committee.
- 7.10 Meetings between the parties shall take place as and when required by the Chief of Police on a date, time and place determined by the Chief of Police to inter alia discuss the performance of the service.

8. PROVISION OF FIREARM AND AMMUNITION

The service provider who will be expected to deploy firearms shall always ensure that Security Officers deployed at a site are issued with a 9mm Pistol, holster, and ammunition, accompanied by a compliance certificate of both the company and the Firearm user which should be renewed once every twelve (12) months and shall be issued by a qualified gunsmith

9. UNIFORMS

The bidder must ensure that all Security Officers deployed to render services are provided with a standard company uniform clearly displaying the company logo or insignia.

In addition, all Security Officers must wear a valid Private Security Industry Regulatory Authority (PSIRA) identity card and identification disc/tag at all times while on duty.

Failure to comply with this requirement may result in removal of the officer from site and/or contractual penalties.

10. VISITORS

Security Officers must ensure that all visitors are fetched from the reception/access control point and escorted throughout the premises by the host. All visitors are always confirmed at the entrance in the presence of the security officer.

The visitor will stop in front of the gate/boom/reception to communicate with the security officer at the entrance.

The security officer will complete the visitor register or scan the ID document, ID card, or Driver's Licence with the Scanner. Thereafter, the security officer will open the gate, boom, or turnstile and allow the visitor to enter the premises.

11. PUBLIC LIABILITY

The successful bidder(s) must provide a public liability policy, to the amount of R 50,000,000-00 within 14 days after the bid has been awarded, which indemnifies the Council against any claims that may result due to the actions and omissions of the bidder(s), his employees and/or agents.

12. ASSUMPTIONS & RISKS

12.1 Assumptions underlying the contract

12.1.1. All information and documents about CoE business that are used by the security service providers in connection with the provision of security services will remain the property of COE.

12.1.2. The security service providers are bound by the policies and professional standards not to disclose any information relating to clients' businesses required while performing their duties to any persons who are not members of staff of the security firm.

12.2 RISKS

12.2.1 The appointed security service providers have the necessary expertise and resources to fulfil all the requirements of the contract.

12.2.2 The appointed security service providers will alert the designated officials, timeously of any problems.

12.2.3 All information and documents about CoE business that are utilised by the security service providers in connection with the provision of Security Services will remain the property of COE.

13. MANAGEMENT STRUCTURE

13.1 The Security Services function will be an integral part of the organization, operating by the agreed contractual requirements.

14. LOGISTICS AND TIMING

This section outlines the operational, deployment, and scheduling requirements necessary to ensure seamless delivery of security services throughout the contract period. The objective is to provide clarity on resource allocation, response readiness, mobilisation procedures, and overall coordination to maintain uninterrupted security operations.

14.1 Mobilisation and Deployment Schedule

The successful bidder must ensure timely mobilisation of personnel, equipment, and operational infrastructure. Key requirements include:

- Deployment of all security officers within the agreed timeframe following contract award.
- Submission of a detailed mobilisation plan including staff onboarding, site orientation, uniform issuance, equipment distribution, and command-structure implementation.
- A contingency mobilisation capacity to fill unexpected vacancies or operational gaps within 4 hours.

14.2 Operational Hours and Coverage

The security service must provide comprehensive site coverage according to the prescribed operational schedule:

- 24/7/365 security coverage, including public holidays, weekends, and special events.
- Clearly defined shift structures, including day, night, and relief shifts, ensuring compliance with labour regulations.
- Provision of a rapid relief mechanism to replace absent or incapacitated officers, guaranteeing continuous availability.

14.3 Response Times and Incident Handling

The service provider must maintain strict adherence to agreed response times:

- Immediate communication with the Control Room upon detection of any incident.
- On-site supervisor response within 15 minutes for priority incidents.
- Emergency escalation protocol with predefined timelines for notifications to senior management and client representatives.

14.4 Equipment Delivery and Maintenance

Logistics relating to equipment must be handled efficiently and proactively:

- repair or replacement of faulty equipment within 24 hours.

14.5 Transportation and Movement of Personnel

The bidder must provide reliable transportation arrangements to facilitate:

- On-time arrival and departure of officers for every shift.
- Patrol mobility where required (e.g., vehicle patrols, perimeter inspections, escort services).
- Emergency standby vehicles for rapid deployment during high-risk incidents or special requirements.

14.6 Coordination, Reporting, and Communication

Robust communication structures must support efficient logistics and timing:

- A centralised 24-hour Control Room to coordinate operations.
- Daily, weekly, and monthly operational reports detailing deployments, incidents, and staffing levels.
- Real-time communication channels, including radio networks, mobile applications, and electronic incident management systems.

14.7 Compliance with Deadlines

The service provider must:

- Adhere to all contractual deadlines relating to reporting, staffing, training, and equipment logistics.
- Implement internal monitoring mechanisms to ensure punctuality and accountability.
- Notify the client in writing of any anticipated logistical challenges in advance.

15. REPORTS

15.1 Reporting requirements

The appointed security service providers through the identified Manager within COE will provide written monthly reports to the Deputy Chief of Police Security, and these are additional to any required in these Terms of Reference.

16. MONITORING AND EVALUATION

16.1 Definition of indicators

16.1.1 The performance will be monitored monthly through reports, status meetings, ad-hoc reporting and against the agreed contractual undertakings. It will be evaluated against the clarity of communication, degree of adherence to brief, quality of the services rendered, degree of professionalism displayed and effectiveness of management.

16.2 Special requirements

16.2.1 COE values its relationships with its stakeholders and always works to serve their needs in a positive and facilitating environment. It is therefore especially important that the appointed security service providers work in such a way as to support and maintain these relationships.

17. FEES

17.1 Fees will be a flat monthly charge for the services.

18. OCCUPATIONAL HEALTH & SAFETY

18.1 In terms of the Occupational Health & Safety Act 83 of 1993 as amended, the appointed service provider shall furnish COE with a Health & Safety Plan as per the attached document.

19. INSPECTIONS

19.1 The successful bidder(s) must conduct supervisory site inspections of a minimum of **three** site visits per shift. **Failure to do so, the bidder will be penalized with an amount of R500.00 per site per shift.**

19.2 The inspectors (supervisors) must record and report any deficiencies.

19.3 The inspector (supervisors) must record the nature and scope of the inspection in the pocketbook of the Security Officer as well as the occurrence book on site.

19.4 Visitations must be forwarded to the Chief of Police on request.

20. HOUSING AND OTHER FACILITIES FOR SECURITY OFFICERS

- 20.1 No security officer will be allowed to reside on the premises in any of COE buildings, including guardhouses.
- 20.2 At premises where guardhouses are available these facilities will only be used in terms of the nature of the services to be rendered. The bidder(s) must ensure that the guardhouses are not damaged and that no part or accessories to the guardhouses are tampered with or removed. Where damage occurs, repairs will be done at the cost of the bidder.
- 20.3 If toilet facilities are available on the premises security officers may use these facilities. The use of the facilities must not be regarded as an interruption of the service. The facilities must be kept neat.
- 20.4 If running water for consumption is available on the premises it may be used by security officers without wasting the water. The use of the facilities must not be regarded as an interruption of the service.
- 20.5 The bidder(s) may provide food for the security officers, but a shift must not be interrupted to take time off for food consumption. No facilities to store or eat food will be provided by the City.
- 20.6 No guard will be utilized at any site for a period of more than 3 months. Guards must be rotated between the various sites.

21. TRANSPORT

- 21.1 The bidder(s) shall at his cost and expense provide transport for all security officers to and from their point of duty.
- 21.2 No COE vehicles shall be provided for the transport of security officers.

22 FAILURES TO RENDER SERVICE

- 22.1 In the event of the bidder(s) failing to render the service in terms of the bid, the COE reserves the right to cancel the bid or any portion thereof, without any prejudice to the COE rights in terms of the "General Undertaking by the Bidder and General Conditions and Directions.
- 22.2 The following conduct could lead to the suspension or cancellation of a specific site in the bid:
- Absenteeism on more than three occasions: Cancellation
 - Drunkenness on duty: Cancellation
 - Desertion of post: Cancellation
 - Not wearing a neat uniform or (without a firearm; if so required): Suspension
 - Rendering of an unacceptable service as per specifications: Cancellation
 - Theft and or other crimes at premises: Suspension
 - Failure to inspect guards as per clause 5 (INSPECTIONS): Suspension
 - Sleeping on duty: Suspension
- 22.3 The above-mentioned will have a 1 -hour rectifying period in which the bidder has time to replace or rectify the problem. Cash value to the amount of **R1, 000.00** will be deducted from the invoice in each case for the following:
- No ID –card (Company, PSIRA).
 - No pocketbook or pen.

- No handcuffs or keys.
 - No torch; (night shift)
 - No baton.
 - No hand radios.
 - No firearm on site if needed
 - No dog on site if needed.
- 22.4 In this regard any supervisor from EMPD may conduct spot checks and all security officers must cooperate fully.
- 22.5 A 48 –hour letter will be issued if the standard of service is unacceptable. The bidder(s) will then be investigated after 48 –hours to determine whether defects have been rectified.
- 22.6 Supervisors' meetings can be arranged at any time.
- 22.7 Management meeting to be held as and when required by the Chief of Police/Head of Department.
- 22.8 All records in terms of the service are to be handed in on request.
- 22.9 In the event:
- (a) of the bidder(s) failing to deliver the specified service in time and in the manner required by the Chief of Police; or
 - (b) of the COE suffering damage by delay in the rendering of the service, or theft which occurred on the premises under the control of a security officer it is agreed that the bidder(s) shall pay to the COE as liquidated damages, and not by way of penalty, the following sums, in each case to be fixed by the Chief of Police:
 - (c) A sum equal to any excess cost incurred by the COE over the bid price in making good the deficiency in such manner as it may deem fit,
 - (d) A sum equal to the value of the stolen item.
- 22.10 Within 48 hours after the discovery of substandard services, as mentioned in this clause, the Chief of Police shall submit a letter to the bidder to bring to the bidder's attention the nature of the substandard service. The bidder(s) must reply within 24 hours after receipt of this letter to the Chief of Police.

23. GENERAL

- 23.1 The column (**PRICE PER OFFICER PER MONTH (EXCL VAT) OF FORM "K"**) must include all the overhead expenditures, such as the calculation of the day/night shift, transport cost, etc.
- 23.2 Pricing must be done in line with the PSIRA minimum wages Sectoral determination.
- 23.3 There is a limitation on the bidders per Operational Area; however, bidders are allowed to bid for all the areas
- 23.4 The Chief of Police/Head of Department is allowed to reduce the guards per CCC or to add additional guards per CCC, which arrangements shall be made in writing.
- 23.5 A complete staff establishment certified by PSIRA must be produced one month after awarding of the tender to verify staff placed on COE sites, or at any other time required by the Chief of Police/Head of Department.

- 23.6 A full report of any incident that occurred on a COE site must be reported in writing to the responsible service delivery area coordinator within 24 hours of such an incident.
- 23.7 A monthly summary report of all incidents that occurred on service sites must be handed to the Chief of Police/Head of Department within 7 seven days after month-end.
- 23.8 Companies will at their own cost install electronic patrol tracking systems on all COE sites for proper guard monitoring. **The installation at all sites must be completed within 3 months of the award of the bid.**
- 23.9 Radio communication tests from sites must be available on request to ensure proper communication from the site to the service provider control room.
- 23.10 The Chief of Police/Head of Department may at any time terminate the part of the service in total should the service delivery not be to his satisfaction.

24. ADDITIONAL AND NEW STAFF

All additional and new employees must be sourced from the local Communities within the City of Ekurhuleni. This will form part of COE job creation statistics.

25. FINANCIAL ABILITY

The amount of R26 000 000 represents the minimum financial threshold that a bidder must demonstrate in order to be considered compliant for evaluation purposes.

This minimum requirement ensures that all bidders have the necessary financial capacity to sustain operations, manage cash flow, and deliver services without risk to the City of Ekurhuleni.

However, each operational area has its own specific financial ability requirement, which was determined based on:

- The size of the region
- The number of facilities and deployment points
- The estimated contract value per region
- The operational risk and resource requirements

Therefore, while R26 000 000 is the baseline compliance requirement.

Successful bidders intending to operate in an Operational Area must demonstrate financial ability equal to or exceeding the amount allocated to that Operational Area, as outlined below:

Operational Area	Financial Ability
Alberton	R65 000 000
Benoni	R57 000 000
Boksburg	R36 000 000
Brakpan	R33 000 000
Edenvale	R26 000 000
Germiston North	R59 000 000
Germiston South	R55 000 000
Kempton Park	R36 000 000
Nigel	R36 000 000
Springs	R37 000 000
Tembisa	R45 000 000

In summary:

R26 000 000 = Minimum compliance threshold for evaluation.

Regional amounts = Required financial capacity per operational area due to scale and scope of work.

This approach ensures fairness in evaluation while aligning financial capability with the operational demands of each region.

26. NUMBER OF SECURITY GUARDS AND GRADES PER OPERATIONAL AREA

The number of 60 security guards represents the minimum threshold that a bidder must demonstrate in order to be considered compliant for evaluation purposes.

This minimum requirement ensures that all bidders have the necessary security personnel capacity to sustain operations and deliver services without risk to the City of Ekurhuleni.

However, each operational area has its own specific security guard requirement, which was determined based on the following factors:

- The size of the region
- The number of facilities and deployment points
- The estimated contract value per region
- The operational risk and resource requirements

Therefore, while 60 security guards constitute the baseline compliance requirement, successful bidders intending to operate in a specific Operational Area must demonstrate security personnel equal to or exceeding the number allocated to that Operational Area, as outlined below:

ALBERTON OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	81	82	163
Armed Officer Grade D	20	30	50
Unarmed Officer Grade C	10	10	20
Armed Officer Grade C	10	7	17
Unarmed Officer with Dog Grade D	1	1	2
Armed Officer with Dog Grade D	2	2	4
Unarmed Officer with Quade Bike	1	1	2
Armed Officer with Quade Bike Grade D	2	2	4
Total	128	136	264

BENONI OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	91	92	183
Armed Officer Grade C	13	-	13
Unarmed Officer with Dog Grade D	-	5	5
Total	105	98	203

BOKSBURG OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	57	58	115
Armed Officer Grade C	1	2	3
Unarmed Officer with Dog Grade D	1	5	6
Total	60	65	126

BRAKPAN OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	47	47	94
Armed Officer Grade C	7	-	7
Total	56	53	109

EDENVALE OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	25	25	50

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Armed Officer Grade C	4	6	10
Total	30	32	62

GERMISTON NORTH OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	109	109	218
Armed Officer Grade C	1	2	3
Unarmed Officer with Dog Grade D	5	3	8
Total	116	115	231

GERMISTON SOUTH OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	98	98	196
Armed Officer Grade C	21	9	30
Unarmed Officer with Dog Grade D	-	1	1
Total	110	119	229

KEMPTON PARK OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	85	85	170
Armed Officer Grade C	84	93	177
Total	170	179	349

NIGEL OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	34	35	69
Armed Officer Grade C	2	3	5
Total	37	39	76

SPRINGS OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	63	63	126
Armed Officer Grade C	3	8	11
Unarmed Officer with Dog Grade D	-	1	1
Total	67	73	140

TEMBISA OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS
	DAY SHIFT	NIGHT SHIFT	
Site supervisor Grade B.	1	1	2
Unarmed Officer Grade D	114	114	228
Total	115	115	230

27. REMUNERATION

- The successful bidder shall ensure that all remuneration paid to employees complies with the PSIRA Sectoral Determination and the Basic Conditions of Employment Act, No. 75 of 1997, in accordance with the latest applicable PSIRA Illustrative Costing Guideline (2022).
- Annual remuneration increases shall be implemented in line with the Private Security Industry Regulatory Authority (PSIRA) Illustrative Costing Guideline, as amended from time to time.

- Only the remuneration of security officers shall be subject to annual increases at the prescribed PSIRA rate.
- Overheads and additional costs shall be adjusted annually in accordance with the latest available Consumer Price Index (CPI), subject to approval and budget availability.
- The institution reserves the right to negotiate, cancel, amend, or partially award this bid, provided such actions are consistent with PFMA/MFMA requirements, SCM regulations, and principles of fairness, transparency, equity, competitiveness and cost-effectiveness.

Pricing and Taxes

The price to be used for the evaluation of tenders shall be the total tendered price inclusive of all applicable taxes, in accordance with Regulations 4(1) and 5(1).

All applicable taxes shall include, but are not limited to, Value Added Tax (VAT) where applicable, as well as any other taxes, levies or statutory charges imposed in terms of prevailing legislation.

Bidders are required to ensure that all such taxes and charges, regardless of their nature, are fully included in the price submitted. No additional costs or taxes will be considered or paid separately during the contract period.

Briefing Note

This briefing note is issued to guide bidders on the interpretation and correct application of the PSIRA / SASA Illustrative Pricing Schedule when preparing and evaluating financial proposals for this tender. The objective is to promote fairness, transparency, cost-effectiveness, and legislative compliance in line with SCM principles and the PFMA / MFMA.

The pricing guide referenced is the SASA Illustrative Pricing Guide published in Government Gazette 50065 of 2 February 2024, updated to 28 January 2025.

2. Regulatory and Policy Context

The PSIRA Illustrative Pricing Schedule is aligned to the following legislative and regulatory frameworks:

- Basic Conditions of Employment Act, No. 75 of 1997
- National Bargaining Council for the Private Security Sector (NBCPSS) Main Agreement
- Private Security Industry Regulatory Authority (PSIRA) Sectoral Determination
- Government Gazette 50065 of 2 February 2024
- Public Finance Management Act (PFMA) / Municipal Finance Management Act (MFMA)
- Institutional Supply Chain Management (SCM) Policy

Bidders remain fully responsible for compliance with all applicable labour, tax and regulatory prescripts, irrespective of reliance on the illustrative guide.

3. Nature and Status of the PSIRA Illustrative Pricing Schedule

3.1 What the Schedule Represents

The PSIRA / SASA pricing schedule serves as a benchmark costing tool reflecting the minimum lawful cost of employing and deploying security officers. It incorporates:

- Promulgated minimum wages per grade and area
- Statutory and negotiated labour benefits
- Mandatory levies and employer contributions
- Leave provisions and relief staff costs
- Indicative overhead allocations

3.2 What the Schedule Does Not Represent

- It is not a prescribed selling price
- It does not include profit or VAT
- It is illustrative only and not binding
- It does not replace a bidder's obligation to submit sustainable and realistic pricing

4. Key Structural Elements of the Pricing Schedule

4.1 Geographic Areas

- **Area 1 & Area 2 (Urban):** Major metropolitan and urban magisterial districts
- Bidders must ensure that pricing is based on the correct area classification specified in the tender documentation.

4.2 Security Officer Grades

Pricing is differentiated by grades (A, B, C/D/E) as defined in the NBCPSS Main Agreement. Each grade carries a distinct minimum wage and associated statutory costs, which directly influence the total cost per officer.

4.3 Cost Composition and Assumptions

The pricing guide is calculated on the following standard assumptions:

- 12-hour shifts
- Seven (7) days per week
- Average month of 4.333 weeks
- Deployment of both primary and relief security officers

These assumptions must be carefully considered when converting prices into hourly, daily, or monthly tender rates.

5. Interpretation of Cost Components

5.1 Direct Employment Costs

Direct costs include, but are not limited to:

- Promulgated basic salary
- Sunday and public holiday premiums
- Annual leave, sick leave, study leave and family responsibility leave provisions
- Night shift allowance (where applicable)
- Long service bonus provision
- Statutory annual bonus provision

These costs are mandatory and non-negotiable.

5.2 Statutory Employer Contributions

The guide further includes compulsory employer contributions such as:

- UIF
- COID / Workmen's Compensation
- Provident Fund contributions
- Bargaining Council levy
- PSIRA registration fees
- Skills Development Levy
- Uniform provision and training allowances

5.3 Overheads per month

The pricing guide applies an illustrative overhead allocation of 40% of direct costs, covering:

- Management and supervision
- Control room and operational support
- Transport, fuel and vehicle maintenance
- Insurance and compliance costs
- Payroll, administration and infrastructure

This percentage is indicative only. Bidders may apply a different overhead percentage, provided it is realistic, justifiable, and sustainable.

6. Guidance to Bidders on Completing the Pricing Schedule

When completing the tender pricing schedule, bidders must:

1. Identify the correct area and grade required
2. Ensure that the quoted price covers at least the PSIRA benchmark direct cost
3. Include all statutory contributions and compliance costs
4. Apply appropriate overheads based on the bidder's operating model
5. Add a reasonable profit margin
6. Include VAT where applicable, noting that tender evaluation is conducted on a VAT-inclusive basis unless stated otherwise

7. Evaluation and SCM Considerations

For evaluation purposes:

- Prices significantly below the PSIRA benchmark may be regarded as abnormally low
- Bidders may be required to submit a price justification in terms of SCM regulations
- Unsustainable pricing may be rejected on the grounds of risk, non-compliance, or potential contract failure

The city reserves the right to verify compliance with PSIRA, labour legislation, and SCM prescripts during evaluation and contract execution.

8. Standard Compliance Declaration (Recommended)

Bidders are encouraged to include the following declaration:

"The pricing submitted has been calculated in accordance with the PSIRA Sectoral Determination, the NBCPSS Main Agreement, and the SASA Illustrative Pricing Guide published under Government Gazette 50065 of 2 February 2024. All statutory wages, benefits, levies, relief provisions, overheads, and compliance costs have been fully provided for."

9. Conclusion

This briefing note forms an integral part of the tender documentation and must be read together with the bid conditions, pricing schedules, and SCM policies. Compliance with this guidance will assist in ensuring lawful, fair, and sustainable procurement outcomes.

28. PUBLIC INDEMNITY INSURANCE

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property.

The Council reserves the right to request proof of the validity of the insurance policy at any point during the contract period.

- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement, If the Security Service provider's insurance cover lapses or fails to respond to losses or damages while they are in charge of the site or Municipality properties, they shall be liable for all losses and damages, and the Municipality may institute recovery proceedings against service provider. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as Public Liability, and such Insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request

29. HYBRID SECURITY MODEL

During the Ordinary Hybrid Council Meeting held on 27 January 2022, the motion: Insourcing all CoE Cleaners and Security Guards resolved as follows:

- *That Council resolved that security and cleaning is Not a temporary service and thus does not require perpetual contracts.*
- *That Council resolves to undertake a feasibility study on the best financially sound model to employ security and cleaners.*
- *That the relevant department report back to Council by October 2022.*

To address these challenges, the city is adopting a Hybrid Security Model. Under this model, some strategic areas will be staffed with permanent, City-appointed security guards, while other areas will continue to be supported by outsourced security officers from professional service providers. This approach allows the City to gradually strengthen its internal security capacity while still maintaining comprehensive coverage across all facilities.

The transition toward insourcing will take time. Although no scientific timeline has been established, the full implementation is not expected to be completed in less than three years. During this period, HR will support departments by reducing outsourced security services in phases as budget becomes available to appoint more permanent guards.

As the Hybrid Model is rolled out, the number of outsourced guards can be gradually decreased over the contract period, ensuring that the shift happens smoothly without compromising the safety of people, facilities, or municipal operations.

Given the current security risks and the time needed to fully implement the Hybrid Model, it is essential for the City of Ekurhuleni to enter contracts with capable security service providers.

Annual Phased Roll-out and Reduction of Outsourced Security Services

The implementation of the Hybrid Security Model will take place progressively on an annual basis during

the contract period

As the City strengthens its internal security capacity through the appointment of permanent, City-employed security guards, the number of outsourced security officers provided by service providers will be reduced incrementally per annum.

This phased approach ensures that:

- The roll-out of insourced security services occurs gradually and in a controlled manner;
- Reductions in outsourced security services are aligned to budget availability, organisational readiness, and operational requirements;
- The City avoids any sudden withdrawal of security resources that could expose municipal facilities, assets, officials, or the public to security risks; and
- Operational continuity and safety standards are maintained throughout the transition period.

During the contract period, the City may therefore annually reduce the number of guards sourced from service providers as internal capacity is expanded, without compromising security coverage or service delivery.

The pace and extent of annual reductions will be determined by:

- The successful appointment and deployment of permanent City security personnel;
- Budget approvals and affordability;
- Site-specific risk assessments; and
- The evolving security environment within the City.

This approach allows the City to manage the transition responsibly, ensuring that the Hybrid Security Model is implemented smoothly, lawfully, and sustainably, while continuing to meet its constitutional and operational obligations.

These providers play a critical role in ensuring the safety of people, protecting municipal buildings and assets, and securing sensitive information while the City grows its internal security capacity.

Appointing a service provider is therefore necessary not only for operational continuity but also for maintaining the City's reputation, ensuring public confidence, and enabling effective service delivery throughout the transition

NAME OF BIDDING ENTITY

FORM "J"

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

**APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE
RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY
REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED
BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029**

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality's specification, in all respects, **except as stated hereunder;**

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AUTHORISED PERSON'S SIGNATURE

DATE

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY

FORM "K"

CITY OF EKURHULENI

SCHEDULE OF PRICES

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PRICING SCHEDULE

1. ALBERTON OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	81	82	163		
Armed Officer Grade D	20	30	50		
Unarmed Officer Grade C	10	10	20		
Armed Officer Grade C	10	7	17		
Unarmed Officer with Dog Grade D	1	1	2		
Armed Officer with Dog Grade D	2	2	4		
Unarmed Officer with Quade Bike	1	1	2		
Armed Officer with Quade Bike Grade D	2	2	4		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

2. BENONI OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	91	92	183		
Armed Officer Grade C	13	-	13		
Unarmed Officer with Dog Grade D	-	5	5		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

3. BOKSBURG OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	57	58	115		
Armed Officer Grade C	1	2	3		
Unarmed Officer with Dog Grade D	1	5	6		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

4. BRAKPAN OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	47	47	94		
Armed Officer Grade C	7	-	7		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

5. EDENVALE OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	25	25	50		
Armed Officer Grade C	4	6	10		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

6. GERMISTON NORTH OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	109	109	218		
Armed Officer Grade C	1	2	3		
Unarmed Officer with Dog Grade D	5	3	8		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

7. GERMISTON SOUTH OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	98	98	196		
Armed Officer Grade C	21	9	30		
Unarmed Officer with Dog Grade D	-	1	1		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

8. KEMPTON PARK OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	85	85	170		
Armed Officer Grade C	84	93	177		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

9. NIGEL OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	34	34	68		
Armed Officer Grade C	2	3	5		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

10. SPRINGS OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	63	63	126		
Armed Officer Grade C	3	8	11		
Unarmed Officer with Dog Grade D	-	1	1		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

11. TEMBISA OPERATIONAL AREA

DESCRIPTION	QUANTITY OF OFFICERS		TOTAL ESTIMATED NUMBER OF GUARDS	PRICE PER OFFICER PER MONTH (EXCLUDING VAT & ESCALATION)	ESTIMATED TOTAL PER MONTH (EXCLUDING VAT & ESCALATION)
	DAY SHIFT	NIGHT SHIFT			
Site supervisor Grade B.	1	1	2		
Unarmed Officer Grade D	114	114	228		
TOTAL AMOUNT (EXCL VAT)					
OVERHEADS COST (per month)					
TOTAL AMOUNT INCLUDING OVERHEADS					
VAT 15%					
GRAND TOTAL					

Effective as from 1 March 2026 until 28 February 2027

PLEASE NOTE THAT THIS IS PURELY A GUIDE AND IS DISTRIBUTED WITHOUT PREJUDICE

(Based on the average month, 12 hour shifts every day or night of such month at a site) AREA 1 & AREA 2 (URBAN)

Description	Explanation	Grade			Calculations
		A	B	C/D/E	
MONTHLY SALARY		R8 184,00	R7 607,00	R7 003,00	PROMULGATED SALARY Hourly equivalent wage (NOT FOR SALARY CALCULATION)
	Clause 4(7)(b) of NBCPSS Main Agreement	R39,35	R36,57	R33,67	
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs) 4,333 weeks p/m @	R8 184,00 R4 092,00	R7 607,00 R3 803,50	R7 003,00 R3 501,50	<p>Monthly salary as per NBCPSS Agreement hr x 24 x 4.333 12 x 4.333 x hr x 1.5 (Sunday rate) hr x 12 (1 x portion already incl. in basic salary) Collapsed into basic salary (hr x 144 / 12 * 1.5 (reliever) (+ 3 extra days after 2 y (hr x 48 x 6 / 36 * 1.5 (reliever) (hr x 12 x 6) / 12) x 1.5 (reliever) (hr x 12 x 5) / 12) x 1.5 (reliever) (365 / 12) x 8 OMIT IF FOR DAY SHIFT</p> <p>Long service bonus / 60 x 1.5 (reliever) Monthly salary / 12 x 1.5 (reliever) A (Total income: Primary + reliever) x 1%</p>
Sunday pay premium	X1.5	R3 069,00	R2 852,63	R2 626,13	
Public holiday premium	1 shift p/m average	R472,15	R438,87	R404,02	
Security officer premium allowance	N/A	R0,00	R0,00	R0,00	
Leave provision	21 consecutive days leave	R708,23	R658,30	R606,03	
Sick Leave	24 shifts per 3 year cycle	R472,15	R438,87	R404,02	
Study leave	6 days per annum 5 days per annum	R354,12	R329,15	R303,01	
Family responsibility leave	8 Rand, p/night shift worked	R295,10	R274,29	R252,51	
Night shift allowance	R500 over 60 months	R243,33	R243,33	R243,33	
Long service bonus (5 years average)	Monthly salary	R12,50	R12,50	R12,50	
Statutory annual bonus		R1 023,00	R950,88	R875,38	
SUB TOTAL		R18 925,58	R17 609,30	R16 231,43	
UIF	1 % of remuneration	R189,74	R176,57	R162,79	<p>Including reliever Fund Salary X 7.5% x 1.5 (7reliever) (Total income: Primary + reliever) x 2.65% Including reliever Including reliever (variable according to company size) (Rand value + reliever (50%) / 12 (Total income: Primary + reliever) x 1% Allowance x 1.5 (reliever) B B x 40% (Economy of Scale rule applies) C</p>
Hospital cover		R258,75	R258,75	R258,75	
Provident fund	R172,50 Per month	R920,70	R855,79	R787,84	
COID/WCA	7,5 % of Fund Salary	R502,80	R467,92	R431,40	
Bargaining Council	2,65 % of remuneration	R10,50	R10,50	R10,50	
Levy	7 Rand	R6,00	R6,00	R6,00	
PSIRA "per SO" fee	4 Rand (average) R3 000,00 Rand p/p p.a	R375,00	R375,00	R375,00	
Sets of uniform	1 % of remuneration (SDL)	R189,74	R176,57	R162,79	
Training (Skills Development Levy)	32 Rand p/m	R48,00	R48,00	R48,00	
Cleaning Allowance	See note 7 below				
TOTAL DIRECT COST		R21 426,80	R19 984,40	R18 474,51	
Share of overheads	40 % of direct cost	R8 570,72	R7 993,76	R7 389,80	
TOTAL COST PER MONTH		R29 997,53	R27 978,17	R25 864,31	

1. NOTE:

Excludes profit and VAT

- i. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
- ii. This is an illustrative pricing guide and SASA will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
- iii. Maternity benefits of 34% over a period of four months not included in the pricing structure.
- iv. *Relief Security officer" is a permanent employee
- v. Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure,

Private Security Sectoral Determination – Remuneration

- Bid price(s) shall further be **subject to adjustment in accordance with the applicable Private Security Sectoral Determination**, as issued by PSIRA.
- Such adjustments shall apply **exclusively to the remuneration of security officers**, as prescribed by the relevant determination.



Private Security Industry Regulatory Authority
Private Bag X817, PRETORIA, 0001 - Tel No. 012-3375695, Fax No. 012-3266128
Enquiries: Judi Hattingh

The Authority accepts no liability and will not be held liable for any mistake, error or omission of the information supplied and/or displayed nor does the Authority in any way guarantee the correctness or accuracy of the information supplied.

DATE ISSUED : 07.11.2007

THIS CERTIFICATE IS ONLY VALID FOR 90 DAYS AND WILL EXPIRE ON 05 FEBRUARY 2008.

REGISTRATION NUMBER :
FULL NAME OF BUSINESS :
TRADING AS :
CC/CM/SOLE PROPRIETOR :
REGISTRATION DATE :
REGISTRATION STATUS :

REGISTERED AND ACTIVE EMPLOYEES

A GRADE	:	0
B GRADE	:	0
C GRADE	:	0
D GRADE	:	0
E GRADE	:	0

DIRECTORS(S)/MEMBER(S)/OWNER	REG NUMBER	REG DATE	REG STATUS	TRAINING STATUS
NAME	ID NUMBER			

PRIVATE SECURITY INDUSTRY
REGULATORY AUTHORITY
2007 -11- 07
PRIVATE BAG X 817
PRETORIA - 0001


APPROVED: SIGNATURE

EXURHOLEN METROPOLITAN MUNICIPALITY
2007 -12- 13
TENDER OFFICE

NOTE: THIS DOCUMENT CONTAINS PRIVILEGED INFORMATION OF A PERSONAL, PRIVATE AND CONFIDENTIAL NATURE AND IS INTENDED FOR THE EDIFICATION OF THE ADDRESSEE ONLY. SHOULD THIS CORRESPONDENCE BE RECEIVED BY ANYONE OTHER THAN THE ADDRESSEE, THE RECIPIENT IS ADVISED THAT THE COPYING, DISTRIBUTION AND/OR PUBLICATION OF SAME, AS WELL AS THE TAKING OF ANY ACTION ON OR PURSUANT TO THE INFORMATION CONTAINED HEREIN, IS UNLAWFUL. SHOULD THE CORRESPONDENCE BE RECEIVED BY ANYONE OTHER THAN THE ADDRESSEE, THE RECIPIENT IS REQUESTED TO TELEPHONE (012) 3375695 IN ORDER TO REPORT THE MATTER TO THE AUTHORITY FOR ITS RETRIEVAL.

PLEASE NOTE:

- Please note that the estimated quantities are for evaluation purposes only
- It is the intention of CoE to appoint more than one bidder up to a maximum of 22 bidders.
- The City reserves the right to appoint one or more service providers per operational area depending on the operational security requirements and guard deployment levels.
- In cases where it is not possible to award a maximum of 22 bidders (due to the number of acceptable bidders), then one bidder may be awarded more than one operational area, and preference will be given to the highest scoring bidder.
- All acceptable bidders below the market will be offered their own rates. Subsequently, all acceptable bidders above the market may be offered uniform rates which are deemed to be market-related as defined by the industry.

CONSUMER PRICE INDEX

- **PERIOD ONE (01):** BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID
- **PERIOD TWO (02):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD ONE (01).
- **PERIOD THREE (03):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12th MONTH OF PERIOD TWO (02).

PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION

Bidders who are not Vat registered will be required to comply in line with Value Added Tax Act.

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

FORM “L”

CITY OF EKURHULENI 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 as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
- 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 activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
- 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 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.10 “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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.11 “GCC” means the General Conditions of Contract.
- 1.12 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.13 “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.
- 1.14 “Local content” means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

- 1.15 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.16 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.17 "Purchaser" means the organization purchasing the goods.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "SCM" means Supply Chain Management.
- 1.21 "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.
- 1.22 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.23 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. **Application**

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

3. **General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media, the municipality/municipal entity website and the eTender Publication Portal.

4. **Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written 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.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. **Patent Rights and Copyright**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in the purchaser.

7. **Performance security**

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. **Packing**

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

10. **Delivery and documents**

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. **Insurance**

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

12. **Transportation**

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

13. **Incidental Services**

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

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

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

14. **Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the

port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

- 16.1 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
 - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
 - An original cancelled cheque (if applicable)
 - An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.
- 16.5 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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 or in the purchaser's request for bid validity extension, as the case may be.

18. **Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. **Assignment**

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

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 its other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 23.2 In the event that the purchaser lawfully terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends to have a restriction imposed on the supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the supplier as having no objection and proceed to cause the supplier to be restricted?
- 23.5 Any restriction imposed on any person will also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:
- (i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and
 - (ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. **Antidumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the Purchaser 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

- “50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) to assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person’s rights to approach a court at any time.

28. Governing language

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.

29. Applicable law

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

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

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

30. Taxes and duties

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

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

30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

31. Transfer of contracts

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

32. Amendment of contracts

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

33. Prohibition of restrictive practices

33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was / were involved in collusive bidding.

33.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

FORM "M"

CITY OF EKURHULENI

SPECIAL CONDITIONS AND UNDERTAKINGS:

- 1 1.1 DEFINITIONS:
 - 1.1.1 "Accounting Officer" in relation to the Municipality, means the Municipal Manager
 - 1.1.2 *"Bid"* means an offer to supply goods and/or services to the COE at a specified price or rate;
 - 1.1.3 *"Bidder"* means any person offering to supply goods and/or services to the COE;
 - 1.1.4 *"CCC"* shall mean Customer Care Centre
 - 1.1.5 *"CM"* shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
 - 1.1.6 *"Contractor(s)"* means the bidder whose bid has been accepted by the COE;
 - 1.1.7 *"ED"* means the *Executive Director* of the Department in the COE responsible for this bid or her/his duly authorised representative;
 - 1.1.8 *"COE" or "Municipality"* shall mean the CITY OF EKURHULENI;
 - 1.1.9 *"Final delivery certificate"* means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
 - 1.1.10 *"Letter of acceptance"* means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;
 - 1.1.11 *"Signature date"* and in relation to any contract, means the date of the letter of acceptance;
 - 1.1.12 *"Termination date"* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;
 - 1.1.13 *"Value added"* means that portion of the bid price not constituting the cost of materials;
 - 1.1.14 *"Warranties"* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.
- 1.2 Interpretation:
 - 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
 - 1.2.2 An expression which denotes-
 - 1.2.2.1 any gender includes the other gender;
 - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
 - 1.2.2.3 the singular includes the plural and vice versa;
 - 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - 1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day

- falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

- 2.1 I/we hereby bid:
- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;
 - 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
 - 2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/we agree further that:
- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.
 - 2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
 - 2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
 - 2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;
 - 2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
 - 2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
 - 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.
 - 2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
 - 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all

- my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:
- 4.1 SUPPLY CHAIN MANAGEMENT POLICY;
- 4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

- 5 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**
- 6 **Bid prices must be submitted on the official bid Form "K" – "Schedule of Prices" form, which must be filled in and completed in all respects.**
- 7 Bids must be submitted in sealed envelopes.
- 8 Separate envelopes must be used for each bid invitation.
- 9 The address, bid number and closing date must appear on the front of the envelope.
- 10 The name and address of the Bidder must appear on the back of the envelope.
- 11 **Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**
- 12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**
- 13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.
- 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after

the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.

- 13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be *prima facie* evidence of the amounts lawfully owing to the COE.
- 13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.
- 15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.
- 16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.
- 17 **DETAILS OF OFFERS MADE**
 - 17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
 - 17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.
 - 17.3 **ADJUDICATION OF BIDS**

Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.

Form "A" – "Procurement Form", must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.
18. **VARIATIONS AND OMISSIONS**

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form "J" – "Variations and Omissions" document.

GENERAL CONTRACTUAL UNDERTAKINGS

19 QUALITY OF GOODS

Notwithstanding anything to the contrary in this agreement:

- 19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
- 19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
- 19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.
- 19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.
- 19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 INDEMNITY

- 20.1 Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:
 - 20.1.1 be attributable to-
 - 20.1.1.1 any liability of the Bidder, whether actual or contingent;
 - 20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 20.1.1.2.1 normal taxation;
 - 20.1.1.2.2 value added tax;
 - 20.1.1.2.3 minimum or secondary taxation on companies;
 - 20.1.1.2.4 all other forms of levies or taxation.
 - 20.1.1.3 any penalties or interest as a result thereof.
 - 20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;
- 20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a consequence of the negligence of the bidder, its employees, members or any persons under its control;
- 20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.

21 POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE

- 21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-
 - 21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

21.1.2 if the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

*The Offices of the CITY OF EKURHULENI,
Corner Cross and Roses Streets,
Germiston; or,*

such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;

22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, **clearly stating the contract and order numbers.**

22.4 All equipment and material shall be marked with the appropriate contract and order numbers.

22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

22.6 Delivery shall be made in accordance with the requirements set out in the contract.

22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.

23 RATE OF DELIVERY

As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS

24.1 In the event-

24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or

24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or

24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:

24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.

- 24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.
- 24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major*.

25 SURETY

- 25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;
- 25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

- 25.3 Unless otherwise provided for, the security shall be for 0% of the total value of the bided price;
- 25.4 The cost of obtaining any such surety shall be borne by the Bidder;
- 25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
- 25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 ACCEPTANCE

- 26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**
- 26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;
- 26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 PRICE

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT**.

28 GOVERNMENT PRICE CONTROL

- 28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
- 28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
- 28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**
- 28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.**

29 CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the COE will not, under any circumstances, accept for it's account, any increase in the prices bided during the duration of the contract.

30 PAYMENT

Payment will be made **within thirty (30) days after goods are supplied and date of invoice.** The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 PERIOD OF CONTRACT

This contract is for a period with effect from date of award by the City, until 30 June 2029

32 ORDERS FOR REQUIREMENTS

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 DISCOUNT

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 CONFIDENTIALITY

- 34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the foregoing, the following matters:
- 34.1.1 the contractual and financial arrangements between the COE and other Bidders;
 - 34.1.2 the COE's financial matters;
 - 34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
 - 34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.
- 34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-
- 34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
 - 34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.
- 34.4 Any action which can be construed as a contravention of the condition referred to in clause 34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

35 BREACH

- 35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 **PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 **SEVERABILITY OF THE CONTRACT TERMS**

37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;

37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 **WAIVER OF RIGHTS**

38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 **CESSION OF RIGHTS**

39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.

39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.

39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 **DOMICILE & NOTICES**

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE CITY OF EKURHULENI

Physical - Golden Heights,
141 Victoria Street,
(Corner Victoria and F H Odendaal Streets)

Germiston

1400
Use entrance at 65 FH Odendaal Street

Fax - +27.(0)11.999-7511

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address

.....

.....

Postal Code

Postal Address

.....

.....

Postal Code

Fax Number

- 40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.
- 40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
 - 40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
 - 40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 **TOTALITY OF AGREEMENT**

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 **APPLICABLE LAW**

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 **DEFAULT/CANCELLATION OF BID AND/OR CONTRACT**

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

44 **PACKING**

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

45 **FALSE INFORMATION**

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

46 **LABOUR CONDITIONS**

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

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

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.
2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESS: 1 DATE.....

FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-CSD 04-2026

APPOINTMENT OF QUALIFIED PSIRA-REGISTERED SECURITY SERVICE PROVIDERS FOR THE RENDERING OF SECURITY GUARDING SERVICES AND OTHER ASSOCIATED SECURITY REQUIREMENTS FOR THE CITY OF EKURHULENI (CoE) ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE COMPLETED BY THE COE)


1. I..... in my capacity as
..... accept your bid under reference
number.....dated.....for the rendering of services indicated
hereunder and/or further specified in the annexure(s).
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE.....

OFFICIAL STAMP



WITNESS:

1

DATE.....