



City of Ekurhuleni

ROADS AND TRANSPORT MANAGEMENT

CONTRACT NUMBER: A-RT 02-2026

BID DOCUMENT

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

**THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION
MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS
STATIONS WITHIN 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: Roads and Transport Management Division: IRPTN/BRT Unit Cnr. Pretoria Rd & CR Swart Dr. Roads and Storm-Water Corporate Office Private Bag X017 Kempton Park 1620 Mr. Reuben Mashila Email: reuben.mashila@ekurhuleni.gov.za	DEPT: Roads and Transport Management: Corporate Office Kempton Park Cnr. Pretoria Rd & CR Swart Dr. Roads and Storm-Water Corporate Office Private Bag X017 Kempton Park 1620 Mr. Lehlohonolo Gomo Email: reuben.mashila@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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN THE CITY OF EKURHULENI (COE) ON AN AS-AND-WHEN-REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

CLOSING DATE:
30 JULY 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-RT 02-2026** and placed in **Bid Box Number SIX (06)**, 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: 26 JUNE 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:

ROADS AND TRANSPORT MANAGEMENT DEPARTMENT
IRPTN/BRT Unit

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>CLOSING DATE:</u>
A-RT 02-2026	The appointment of a Station Management Contractor (SMC) to provide Station Management Services (Cleaning, Security, And Maintenance) at Harambee Bus Stations within the City of Ekurhuleni (CoE) on an as-and-when-required basis from date of award until 30 June 2029	30 JULY 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

An information session will be held at **10:00 am** on **08 JULY 2026**. Prospective bidders are requested to meet on the said date and time: **KEMPTON PARK CIVIC CENTRE, 2rd FLOOR, COUNCIL CHAMBER, CORNER C R SWART DRIVE AND PRETORIA ROAD, KEMPTON PARK**. Bid documentation will not be available at the information session.

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 SIX (06)**, 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 **30 JULY 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 Mr. Reuben Mashila at e-mail address: reuben.mashila@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-RT 02-2026	CLOSING DATE:	30 JULY 2026	CLOSING TIME:	10:00 am
DESCRIPTION	The appointment of a Station Management Contractor (SMC) to provide Station Management Services (Cleaning, Security, And Maintenance) at Harambee Bus Stations within 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	Reuben Mashila	
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		reuben.mashila@ekurhuleni.gov.za		

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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
EME and/or QSE	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	2
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 persons 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.	3
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 **THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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

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
Staffing profile	<p>Station Manager/ Project Manager (x1).</p> <ul style="list-style-type: none"> • Bachelor's Degree (NQF Level 7) in Project Management or Business Administration or Management. • 3 years' experience managing multi-disciplinary contracts; • 2 years' experience in Customer Care/Relationship Management; • 2 years of experience in Industrial Relations and working with unions, within the Infrastructure Management or Public Transport Services sectors. <p>Security Manager (x1).</p> <ul style="list-style-type: none"> • B Tech/ Bachelor's Degree (NQF Level 7) in Security Management, or Policing; • 5 years' experience in managing security services; security operations at the BRT stations, ensuring the safety of passengers, staff, infrastructure, and assets through effective supervision, risk management, and compliance with security policies and procedures. • PSIRA registration with a minimum Grade A or B security registration. <p>Contract & Operations Coordinator (x1).</p> <ul style="list-style-type: none"> • National Diploma (NQF Level 6) in Operations Management or Facilities Management or Business Management; • 3 years' experience in contract coordination and service delivery monitoring. <p>Compliance and Stakeholder Relations Officer (x1).</p> <ul style="list-style-type: none"> • National Diploma (NQF Level 6) in Public Management or Human Resource (HR) or Communications or Law; • 3 years' experience in stakeholder engagement, customer relations and reporting; <p>Health and Safety Officer (x1).</p> <ul style="list-style-type: none"> • National Diploma (NQF Level 6) in Safety Management or Environmental Sciences. • Professional Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Safety Officer; • 3 years' experience in OHS compliance and audits. <p>Procurement and Contract Administration Officer (x1).</p> <ul style="list-style-type: none"> • Bachelor's Degree (NQF Level 7) in Supply Chain • 3 years' experience in procurement and contract administration; <p>Administrative Support / Data Capturer (x1).</p> <ul style="list-style-type: none"> • N6 Certificate in Administration or Office Management • 1 year experience in Administration, Reporting and Data Management.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
Station Manager/ Project Manager						
Security Manager						
Contract & Operations Coordinator						
Compliance and Stakeholder Relations Officer						
Health and Safety Officer						
Procurement and Contract Administration Officer						
Administrative Support / Data Capturer						

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:						
Station Manager/ Project Manager (x1)						
<ul style="list-style-type: none"> • Copy of a Bachelor's Degree (NQF Level 7) in Project Management or Business Administration or Management. • CV demonstrating a minimum of 5 years' experience managing multi-disciplinary contracts and 2 years' experience in Customer Care/Relationship Management and 2 years' experience in Industrial Relations and working with unions, within the Infrastructure Management or Public Transport Services sectors. 						
Security Manager (x1).						
<ul style="list-style-type: none"> • B Tech/ Bachelor's Degree (NQF Level 7) in Security Management, or Policing; • 5 years' experience in managing security services; security operations at the BRT stations, ensuring the safety of passengers, staff, infrastructure, and assets through effective supervision, risk management, and compliance with security policies and procedures. • PSIRA registration with a minimum Grade A or B security registration. 						
Contract & Operations Coordinator (x1).						
<ul style="list-style-type: none"> • Copy of a National Diploma (NQF Level 6) in Operations Management or Facilities Management or Business Management; • CV demonstrating a minimum of 3 years' experience in contract coordination and service delivery monitoring. 						
Compliance and Stakeholder Relations Officer (x1).						
<ul style="list-style-type: none"> • National Diploma (NQF Level 6) in Public Management or Human Resource (HR) or Communications or Law. • CV demonstrating a minimum of 3 years' experience in stakeholder engagement, customer relations and reporting. 						
Health and Safety Officer (x1).						
<ul style="list-style-type: none"> • Copy of a National Diploma (NQF Level 6) in Safety Management or Environmental Sciences. • Copy of a Professional Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Safety Officer; • CV demonstrating a minimum of 3 years' experience in OHS compliance and audits. 						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<p>Procurement and Contract Administration Officer (x1)</p> <ul style="list-style-type: none"> • Copy of a Bachelor's Degree (NQF Level 7) in Supply Chain • CV demonstrating a minimum of 3 years' experience in procurement and contract administration. <p>Administrative Support / Data Capturer (x1).</p> <ul style="list-style-type: none"> • N6 Certificate in Administration or Office Management • CV demonstrating a minimum of 1 year experience in Administration, Reporting and Data Management. <p>Please Note:</p> <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. <p>NB! Failure to submit the above-mentioned documents will result in disqualification.</p>						

EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	One (1) contactable reference where the bidder has successfully rendered of station management, facilities management, or integrated service management services within a multi-disciplinary environment, including the management and coordination of outsourced service providers such as cleaning, maintenance, and security services under a single contract arrangement.

REQUIRED DOCUMENTS:

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

Relevant previous Company Experience – Completed Project

- One (01) Signed reference letter 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 the bidder has successfully rendered of **station management, facilities management, or integrated service management services** within a multi-disciplinary environment, **including** the management and coordination of outsourced service providers **such as cleaning, maintenance, and security services under a single contract arrangement.**

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)	R 2 000 000

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 **R2 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 **R2 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 **R2 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 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-RT 02-2026]**, with **Description [THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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.
.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

YES	NO

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	Employee Number

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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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.

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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (SECURITY, CLEANING AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN THE CITY OF EKURHULENI (COE) ON AN AS-AND-WHEN-REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

SPECIFICATION

1. SCOPE OF WORKS AND PROJECT SPECIFICATION

The Station Management (SM) services to be executed by the Station Management Contractor (SMC) are the following:

- Customer information and passenger assistance.
- Monitor and Access Control (fare validation and fare gate surveillance).
- Cleaning.
- Repairs and Maintenance.
- Security.
- Lost property.

Specifications for the above SM services are provided in this document.

The SMC shall be allocated all thirteen (13) Stations of CoE's Integrated Public Transport Network (IPTN), including a pedestrian bridge at Berg River that is not linked to a Station. The Scope of Work that the SMC shall be required to perform as detailed in this document, shall be the same for all Stations, albeit the quantities of areas shall differ.

2. EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	<p>Station Manager/ Project Manager (x1).</p> <ul style="list-style-type: none">• Bachelor's Degree (NQF Level 7) in Project Management or Business Administration or Management.• 3 years' experience managing multi-disciplinary contracts;• 2 years' experience in Customer Care/Relationship Management;• 2 years experience in Industrial Relations and working with unions, within the Infrastructure Management or Public Transport Services sectors. <p>Security Manager (x1).</p> <ul style="list-style-type: none">• B Tech/ Bachelor's Degree (NQF Level 7) in Security Management, or Policing;• 5 years' experience in managing security services; security operations at the BRT stations, ensuring the safety of passengers, staff, infrastructure, and assets through effective supervision, risk management, and compliance with security policies and procedures.

EVALUATION ASPECT	MINIMUM REQUIREMENTS
	<ul style="list-style-type: none"> • PSIRA registration with a minimum Grade B security registration. <p>Contract & Operations Coordinator (x1).</p> <ul style="list-style-type: none"> • National Diploma (NQF Level 6) in Operations Management or Facilities Management or Business Management; • 3 years' experience in contract coordination and service delivery monitoring. <p>Compliance and Stakeholder Relations Officer (x1).</p> <ul style="list-style-type: none"> • National Diploma (NQF Level 6) in Public Management or Human Resource (HR) or Communications or Law; • 3 years' experience in stakeholder engagement, customer relations and reporting. <p>Health and Safety Officer (x1).</p> <ul style="list-style-type: none"> • National Diploma (NQF Level 6) in Safety Management or Environmental Sciences. • Professional Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Safety Officer; • 3 years' experience in OHS compliance and audits. <p>Procurement and Contract Administration Officer (x1).</p> <ul style="list-style-type: none"> • Bachelor's Degree (NQF Level 7) in Supply Chain • 3 years' experience in procurement and contract administration. <p>Administrative Support / Data Capturer (x1).</p> <ul style="list-style-type: none"> • N6 Certificate in administration • 1 year experience in Administration, Reporting and Data Management.
Financial Ability (Ability to Deliver)	R 2 000 000
Relevant previous Company Experience – Completed Project	<p>One (1) contactable reference where the bidder has successfully rendered of station management, facilities management, or integrated service management services within a multi-disciplinary environment, including the management and coordination of outsourced service providers such as cleaning, maintenance, and security services under a single contract arrangement.</p>

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:

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 R2 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 R2 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 R2 000 000.

Staffing profile

Station Manager/ Project Manager (x1)

- Copy of a Bachelor's Degree (NQF Level 7) in Project Management
- CV demonstrating a minimum of 3 years' experience managing multi-disciplinary contracts and 2 years' experience in Customer Care/Relationship Management, and 2 years' experience in Industrial Relations and working with unions, within the Infrastructure Management or Public Transport Services sectors.

Security Manager (x1).

- B Tech/ Bachelor's Degree (NQF Level 7) in Security Management, **or** Policing;
- 5 years' experience in managing security services; security operations at the BRT stations, ensuring the safety of passengers, staff, infrastructure, and assets through effective supervision, risk management, and compliance with security policies and procedures.
- PSIRA registration with a minimum Grade B security registration.

Contract & Operations Coordinator (x1).

- Copy of a National Diploma (NQF Level 6) in Operations Management or Facilities Management or Business Management;
- CV demonstrating a minimum of 3 years' experience in contract coordination and service delivery monitoring.

Compliance and Stakeholder Relations Officer (x1).

- National Diploma (NQF Level 6) in Public Management or Human Resource (HR) or Communications or Law.
- CV demonstrating a minimum of 3 years' experience in stakeholder engagement, customer relations and reporting.

Health and Safety Officer (x1).

- Copy of a National Diploma (NQF Level 6) in Safety Management or Environmental Sciences.
- Copy of a Professional Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Safety Officer;
- CV demonstrating a minimum of 3 years' experience in OHS compliance and audits.

Procurement and Contract Administration Officer (x1)

- Copy of a Bachelor's Degree (NQF Level 7) in Supply Chain
- CV demonstrating a minimum of 3 years' experience in procurement and contract administration.

Administrative Support / Data Capturer (x1).

- Copy of a N6 Certificate in Administration or Office Management
- CV demonstrating a minimum of 1 year experience in Administration, Reporting and Data Management.

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.**

Relevant previous Company Experience – Completed Project

- One (01) Signed reference letter 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 the bidder has successfully rendered of **station management, facilities management, or integrated service management services** within a multi-disciplinary environment, **including** the management and coordination of outsourced service providers **such as cleaning, maintenance, and security services under a single contract arrangement.**

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

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

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME and/or QSE	Original Sworn Affidavit /Certified Copy of the Sworn Affidavit or Original / Certified Copy of the BBBEE Certificate	2
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	<p>Identity document (certified not older than 6 months)</p> <p>Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC</p> <p>For persons living with disabilities (if applicable)</p> <p>Original/Certified Medical Certificate (certified 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. 	3
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.

2A. INFORMATION SESSION AND SITE VISIT

Bidders who wish to familiarize themselves with the Harambee BRT stations and the pedestrian bridge at Berg River may attend a non-compulsory information session and site visit. The purpose is to allow bidders to assess the sites, understand the operational environment, and verify the scope of work before submitting their bids.

- Maximum number of representatives per bidder: (two persons)
- Bidders must provide their own transport to and from the site. Personal Protective Equipment (PPE) – at minimum closed-toe shoes and high-visibility vests – must be worn during the site visit.
- Attendance is not compulsory and will not be evaluated. However, bidders who do not attend the session will not be entitled to claim any lack of knowledge about the sites or their conditions.
- No additional site visits will be arranged for individual bidders outside of this scheduled session.

The City of Ekurhuleni will not be responsible for any costs, damages, or injuries incurred by bidders or their representatives during the site visit. Bidders participate entirely at their own risk.

3. CONSTRAINTS ON HOW THE SMC PROVIDES THE SERVICE

A. EXPECTATIONS FROM SMC RENDERING SOFT SERVICES TO CoE

The SMC is expected to render services according to the Scope of Work detailed in this document. **Failure on the part of the SMC to meet the service standards and requirements shall attract penalties per the SLA.**

The SMC must supply all cleaning agents, equipment, tools, and materials as per the tender specifications.

CoE can change orders as and when necessary to increase or decrease the number of staff per Station in any given month.

The following checks and control measures need to be in place to ensure the payment of services rendered and smooth execution, monitoring, and control.

(i) STATION MANAGEMENT SERVICES

The SMC is not to proceed with work unless in possession of a signed SLA for the execution of the work. Should the SMC not have a signed SLA before starting the work, the SMC is deemed not to have been appointed to do any work.

The SMC shall be required to implement a time and attendance system for all personnel deployed at Stations. This must be in the form of biometric scanners installed at the Stations at the cost of the SMC. The SMC must use the outputs from the biometric scanners to monitor its performance. If the biometric system is not operational, a daily attendance register must be kept and signed by staff daily.

(ii) PHOTOGRAPHIC EVIDENCE OF WORK PERFORMED

The SMC must provide sufficient “before”, “during”, and “after” photos of cleaning and maintenance and repair services when so required. Photos must contain the electronic date indicating the date and time that the photo was taken.

(iii) USE OF LOCAL LABOUR

It is a requirement from CoE that the SMC use local labour and resources where possible and applicable. Accordingly, proof shall be required regarding the addresses given of the relevant resources utilised and compliance with this constraint. Failure by the SMC shall be dealt with in respect of the terms and conditions of the Contract. It is further required that proof be provided monthly that the SMC complies with the Sectoral Determination and UIF Compliance from the Labour Department. With Sectoral Determination, the SMC must pay the minimum required wages per sector and provide proof to CoE with their payment certificate and invoice. Regarding UIF Compliance, the SMC must also prove that the required amounts have been paid over to UIF.

B. GENERAL REQUIREMENTS

General requirements under this section include the following:

- a) The SMC shall maintain a schedule for all cleaning, maintenance, and repair activities for all Stations and provide CoE’s Quality Inspectors with a copy of the monthly completed and scheduled work on the first workday of every month.
- b) The SMC shall be responsible for, but not limited to, the following:
 - Adherence to cleaning and maintenance, repairs, requirements and schedules.
 - Notification to Employers Representative of any personnel changes.
 - Training of SMC personnel.
- c) The SMC shall remain fully accountable for ensuring that all subcontractors comply with applicable legislative and regulatory requirements at all times. The CoE reserves the right to verify compliance

and reject non-compliant subcontractors.

4. PERSONNEL

KEY PERSONNEL

It is essential that the SMC provide adequate experienced personnel capable of and devoted to accomplishing work under this contract.

The SMC must agree to assign specific individuals to the key positions. The SMC agrees that key personnel shall not be removed or replaced without written notice to the Employer's Representative once assigned to work under this contract.

When key personnel are unavailable for work under this contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the SMC shall immediately notify the Employers Representative and shall, subject to the concurrence of the Employers Representative, replace such personnel with personnel of substantially equal ability and qualifications.

The SMC shall designate in writing to the Employer's Representative the name of the person assigned as the SMC's Representative with full authority to administer the terms of this contract. This person shall act as Station Manager for all thirteen (13) Stations.

The SMC must have a working Cleaning and Maintenance Manager responsible for all cleaning, hygiene, pest control, waste management, maintenance and repairs, and related activities at the various facilities.

The SMC must have a working Security Manager responsible for all security-related activities at the various facilities.

SUPERVISORS

The SMC shall provide qualified multi-linguistic supervisory personnel who shall be present in all areas of contract operations and responsible for both conduct and quality. They must be able to communicate effectively in both written and oral English.

The supervisors shall work with CoE's personnel in planning and scheduling work to complete tasks. Therefore, the SMC shall furnish only supervisory staff who are authorised, competent and skilled for work under this contract.

The SMC is to have available both a working Cleaning and Maintenance Supervisor and a Security Supervisor during Station operating hours.

The SMC's Security Supervisor shall report to the SMC's Security Manager.

The SMC's Cleaning and Maintenance Supervisor shall report to the SMC's Cleaning and Maintenance Manager. The Cleaning and Maintenance Supervisor shall be responsible for minor ad hoc in-house maintenance, transporting cleaning materials and equipment, and supervising work carried out by the SMC's cleaners and maintenance personnel. As far as the latter is concerned, the Cleaning and Maintenance Supervisor shall be responsible for the signing off of job cards. In addition, the Cleaning and Maintenance Supervisor shall further verify the Stations' cleanliness.

The Cleaning and Maintenance Supervisors shall be thoroughly familiar with Station cleaning requirements and performance criteria. Any violation by the SMC's personnel of these requirements and criteria shall result in the incurring of penalties. Repeated non-compliance shall result in the termination of the Agreement.

The SMC shall be responsible for completing weekly inspection reports on all Stations. These reports must always be available for inspection by CoE's Quality Inspectors.

STAFF REQUIREMENTS

Personnel employed by the SMC shall be competent, trustworthy, and adequately trained for the work requirements. The SMC and employees shall be required to comply with all applicable regulations of CoE as directed, and full cooperation shall be expected and always required. The SMC shall notify the Employer's Representative immediately in writing of all changes to contract personnel by submitting the name and address of the employee and the effective date of employment or termination. When, in the opinion of CoE, an employee constitutes a security risk, his/her employment on the contract shall be

denied.

The SMC shall be required to take out insurance as protection against personal accidents and personal liability. These insurance costs must be included in the SMC's costing of the SM services to be provided.

Requirements for the subcontractors

SECURITY

The following must be noted concerning the appointment of Security personnel:

- Security Manager with B Tech/ Bachelor's Degree (NQF Level 7) in Security Management, or Policing and must be PSIRA registration with a minimum Grade B security registration and have a minimum of 5 years' experience in managing security services
- (x2) Security Supervisors with National Diploma (NQF Level 6) in Security Management or Policing and must be PSIRA registration with a minimum Grade B security registration and have a minimum of 3 years' experience in supervising security services.
- The SMC must be registered with the relevant body (PSIRA), and all Personnel performing Security Services ("Security Personnel") must be appointed by the SMC in terms of the Private Security Industry Regulation Act 56 of 2001 and registered with the Private Security Industry Regulatory Authority ("PSIRA"). Proof of registration, qualifications and training must be provided by the SMC to CoE before the relevant Security Personnel commence the Security Services.
- The contractor shall provide a total of 70 security guards per shifts (totalling 140 security guards), across all 13 BRT stations and the pedestrian bridges to meet the operational safety and sanitation requirements of the BRT system.
- All personnel must have a police clearance and not have criminal records.
- The SMC shall include in its Monthly Performance Report to CoE a schedule of all Security Personnel deployed in terms of the SM SLA and their PSIRA registration number and grading, highlighting any changes in the past month.
- The SMC shall ensure that the Security Personnel are adequately trained, instructed, supervised, and disciplined concerning the provision of the Security Services and are competent to provide an immediate response to incidents when required. The latter requires the following competencies:
 - a) Grade B or C security registration.
 - b) Level 1 First Aid.
 - c) Basic Firefighting.
 - d) Knowledge of all Harambee Safety and Security Standard Operating Procedures (SOPs).
 - e) Knowledge of station-specific safety and security processes and equipment, locations, and instructions for use.

CLEANING

- Cleaning Supervisor with Grade 12 (NQF Level 5) and must have a minimum of 3 years' experience as a supervisor managing cleaning.
- The contractor shall provide a total of 2 cleaners per station and the bridge lifts (totalling 28 cleaners per shift), to meet the operational safety and sanitation requirements of the BRT system.

INFRASTRUCTURE AND RESOURCES REQUIREMENTS

- Light Delivery Vehicle (LDV) or Bakkie (**x1**).
- Roadside/Outdoor Mechanical Broom – Industrial Grade (**x1**).
- Indoor Broom and Polish Machine – Industrial Grade (**x2**).
- Industrial-Grade Scaffolding for high-level cleaning (**x2**).

- Industrial-Grade Cherry Pickers (also known as Articulated or Telescopic Boom Lifts) (x2).

MAINTENANCE

Maintenance employees - Qualifications & Skills:

1. Maintenance Supervisor with Grade 12 (NQF Level 5) and must have a minimum of 3 years' experience as a supervisor managing maintenance services.
2. **Educational Qualification** – High school diploma; technical diploma or trade certificate in Electrical, Mechanical, or Civil Engineering (or related field) (x1)
3. **Trade Certification** – Valid electrician license, mechanical fitter certificate, or civil works technician qualification (depending on role). (x1)
4. **Electromechanical Skills** – Ability to diagnose and repair fare gates, escalators, elevators, platform doors, lighting systems, and UPS/power backup units. (x1)
5. **CCTV & PIDS Systems** – Basic knowledge of closed-circuit television and passenger information display system troubleshooting. (x1)
6. **Plumbing & Drainage** – Competence in unblocking drains, repairing leaks, and maintaining sump pumps. (x1)
7. **Civil Repair Skills** – Patching floor tiles, repairing handrails, fixing platform edges, and basic concrete/masonry work. (x1)
8. **Safety Certifications** – Valid working-at-height, lockout/tagout (LOTO), and confined space entry training. (x1)
9. **First Aid & Fire Safety** – Current first aid and basic fire response certification. (x1)
10. **Reading Technical Drawings** – Ability to interpret electrical schematics, mechanical diagrams, and civil layout plans. (x1)
11. **Fault Diagnosis & Reporting** – Skill in systematic troubleshooting and completing maintenance logs or digital checklists. (x1)
12. **Physical Fitness** – Ability to lift heavy equipment, stand for long periods, and work in confined or elevated spaces.
13. **Communication** – Basic verbal and written ability to report issues clearly to supervisors.

EMPLOYER – EMPLOYEE RESPONSIBILITY

All employees of the Station Management Contractor (SMC-service provider) shall resolve any labour-related disputes, grievances, or issues directly with their employer, the service provider, and Not with the City of Ekurhuleni, which shall bear no liability or involvement in such matters. Furthermore, SMC employees shall not be permitted to strike, protest, or engage in any form of industrial action on or near any municipal infrastructure, including but not limited to all BRT stations, and any such action shall constitute a material breach of contract."

CIDB REQUIREMENT (MAINTENANCE SUBCONTRACTORS)

- The Station Management Contractor (SMC) shall ensure that any subcontractor appointed for maintenance and infrastructure-related works is registered with the Construction Industry Development Board (CIDB) in the appropriate grading and class of works relevant to the scope of work to be performed.
- Proof of valid CIDB registration must be submitted prior to commencement of any maintenance activities.

SECURITY REQUIREMENT (SECURITY SUB-CONTRACTORS)

- Matric and Grade C security (44-day and 44-night duties guards), a total of 88 security guards.
- The Station Management Contractor (SMC) shall ensure that any subcontractor appointed for **security services is registered with the Private Security Industry Regulatory Authority (PSIRA)**.
- The security service provider must hold a **valid PSIRA registration**, and all deployed security personnel must be registered in accordance with applicable PSIRA regulations.
- Proof of valid PSIRA registration must be submitted prior to commencement of security services.

BACKGROUND CHECK

The SMC's employees who shall work in Stations owned by CoE shall be required to be cleared through the processes and procedures prescribed by CoE before employment. The cost of this background check shall be the responsibility of the SMC. Upon receiving an award notice from CoE, the SMC must supply personnel information within ten (10) working days.

HEALTH

All personnel shall be in good health and free of contagious diseases. The SMC shall not allow any person(s) under the influence of alcohol or drugs in Stations. Neither shall the SMC allow the use or presence of alcohol or drugs in the Stations. The SMC must therefore ensure that all employees reporting for work are tested and cleared prior to commencement of daily duties.

IDENTIFICATION AND UNIFORMS

All personnel must wear SMC-issued uniforms while performing SM services. The SMC's workforce shall be neat and clean and shall wear a uniform with the SMC's name or logo permanently affixed to it. Uniforms shall consist of a shirt and full-length pants or any suitable uniform and be mutually agreed to by the SMC and CoE. Uniforms will always be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper safety while performing tasks. In addition, employees shall wear an identification badge with the employee's picture, name, and company name on the face of the badge. The badge must be worn in plain sight, above the waist, while the employee is on duty.

Security personnel must always be dressed in full company uniform when on duty. Their PSIRA numbers must also be indicated on their identification badges.

The SMC's employees must provide proper identification when requested by CoE or security personnel. Any employee who does not comply with this requirement shall be required to leave the premises. There is no exception to this requirement to ensure only authorised SMC employees are in CoE's facilities.

In the event that SMC would be utilising the services of the third party to execute any parts of the work, i.e. repairs and maintenance expected in terms of this contract, SMC shall, at its own cost, provide such personnel with identification indicating that such persons at the stations is authorized to perform such services.

CONDUCT

No person(s) shall be employed for this work who is found incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable must be discharged immediately and not reemployed on this contract.

TRAINING

The SMC shall have an ongoing training program for all staff. The SMC shall provide only personnel who have been fully trained for the performance of the SM services. In addition, supervisors shall have been trained in supervision and technical training in applicable cleaning or security services.

NON-DISCRIMINATION

The SMC shall not engage in discrimination in the employment of persons because of race, colour, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties.

EMPLOYEE LIST

The SMC shall provide to the Employer's Representative an accurate list of all personnel who shall perform work within the scope of this contract before the employee starts work. List data shall indicate personnel's full names, aliases, home addresses, home telephone numbers, and a copy of driver's licenses and ID. In addition, employees should be of South African citizenship.

Changes to the list shall be reported, in writing, to Employers Representative within one working day. Employees whose employment contracts are terminated by the SMC shall be reported to the Employer's Representative on the same day, unless after-hours; then, the next business morning shall be acceptable.

REMOVAL OF STAFF

CoE requires the SMC to remove all SMC personnel from CoE property deemed careless, incompetent, insubordinate, objectionable, or whose continued employment is deemed contrary to public health, safety, and welfare. When, in the opinion of the Employer's Representative, an employee of the SMC is incompetent or disorderly, refuses to perform under the terms and conditions of the contract, threatens or uses abusive language while on CoE property, the SMC shall remove that employee from all work under this contract. It is the responsibility of the SMC to provide the proper training for its employees.

BACKUP STAFF

The SMC shall provide sufficient backup staff to cover absenteeism or extend existing workforce hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. CoE reserves the right to request additional backup staff if deemed necessary.

UNAUTHORIZED PERSONNEL

Employees of the SMC shall not be assisted or accompanied by any individual who is not an SMC employee while performing duties related to the contract. This includes friends, children or other relatives. Employees of the SMC who violate this stipulation shall be deemed objectionable to CoE and shall not work on the contract.

PROHIBITED ITEMS

The SMC's employees shall be prohibited from using or possessing the following items while working at Stations: guns, knives, other weapons, alcohol or controlled substances. In addition, the SMC's

employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy must be removed immediately from CoE facilities and replaced with acceptable personnel.

CoE & PERSONAL PROPERTY OF CoE PERSONNEL

The SMC shall direct its employees against the unauthorized reading and disclosing of materials and documents available in the Stations and against unauthorized use of CoE and personal property, such as telephones, radios, computers, terminals, and calculators that may be in any CoE facilities. Furthermore, the SMC shall be responsible for ensuring that its employees do not disturb papers on desks, tables, or cabinets and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the SMC's Cleaning and Maintenance Supervisor. The supervisor shall record the item in the relevant Station's OB Book, lock it in a "lost and found locker" for twenty-four (24) hours, and move it to Thembisa Main Station for safekeeping for fourteen (14) days. If unclaimed, the items shall be moved to TMC for safekeeping.

CoE telephones shall not be used by the SMC or its employees for personal or business reasons, with the following exception(s): to report emergency medical aid, fire or need of law enforcement, and notify the Security Supervisor of damage as required in this contract. Any calls to numbers other than those above shall be considered a violation of this contract. The SMC's personnel shall not be allowed in Stations outside of the operating hours of Stations unless they are performing work for the SMC of an emergency nature.

CARE OF FACILITIES

The SMC's employees shall continuously observe the general condition of all Stations. All required repairs must be recorded in the relevant Station's OB Book and be escalated to the Employer's Representative and the TMC through the SMC's management structure.

The SMC shall be responsible for knowing and using all fire alarms and fire prevention equipment. In an emergency (such as fire, smoke, unusual odours, broken pipes or floods), the SMC employees shall first contact emergency services and thereafter notify CoE's TMC. After reporting the event, the SMC's employees must take the necessary safety measures per the relevant Station SOP.

SECURITY

The SMC's personnel are not to leave keys in door locks. The SMC's security personnel shall be responsible for securing/locking the exterior portions of Stations outside Station operating hours. All workspaces shall be locked, and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on before leaving a Station.

The keys required by the SMC shall be furnished by CoE to designated SMC employees and returned to CoE on demand. Electronic security systems (where installed) shall be appropriately disarmed and armed each time after-hours access is made. The SMC is not to block open occupant or exterior doors. Unless in the case of an emergency, the SMC's security personnel may not allow anyone except SMC managerial employees, CoE or emergency services personnel entry to the Stations outside Station operating hours.

All problems dealing with unauthorised or suspicious persons, conditions indicating theft, break-in or vandalism, and Station system failures must be recorded in the relevant Station's OB Book and be escalated to the Employer's Representative and the TMC through the SMC's management structure.

KEYS

The keys required by the SMC shall be furnished by CoE to designated SMC employees and returned to CoE on demand. Should a lost or stolen key jeopardise the security of a particular Station, the SMC shall be solely responsible for all costs incurred by CoE in re-keying the lock system. No keys shall be duplicated.

ALARM SYSTEM

The SMC shall be responsible for working knowledge (including arming and disarming) of any alarm systems installed in Stations. Where applicable, the SMC shall be charged 100% of the bill per call-out should the SMC's personnel misuse the security alarm system while entering or leaving a Station.

DAMAGES

The SMC shall be responsible for all damages to a Station or its contents caused by the SMC's staff during their duties. The SMC shall also be liable for damages caused by its subcontractors.

PROTECTION & RESTORATION

The SMC shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of CoE, at the SMC's expense within a reasonable time after notification of such damage. Repairs or replacements shall be equal to the original in all aspects.

REMOVAL OF ITEMS

The SMC's employees shall not remove any items from Stations except what Employers Representative has expressly authorised in writing.

ENERGY CONSERVATION

The SMC shall instruct all employees performing work within a Station to utilize methods to maximize energy conservation. This shall include turning on light fixtures only in the areas where work is in progress and turning off all lights when work is completed.

EMPLOYEE TRAINING PROGRAM

The SMC's employees, according to their scope of work, shall be trained in the following areas before being assigned to work under this contract:

- a) Proper cleaning techniques are required to perform the standards of the specifications under this contract.
- b) Contract specification cleaning requirements, including the use of certified cleaning products and other methods (micro-fibre clothes) to reduce the use of chemicals. This training shall be performed for all employees. Each employee shall be required to sign a copy of the specifications to acknowledge cleaning requirements.
- c) All cleaning contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations.
- d) Records to substantiate these requirements must be made available to CoE within 24 hours of request.
- e) All cleaning contract personnel are to receive training on the safety programme below.

The SMC's training program for the above must be submitted to CoE as part of its Statement of Methodology. Once appointed, the SMC must provide CoE within 30 days of being appointed with an updated training program for approval.

SAFETY PROGRAM

The SMC shall submit to CoE within 30 days of being appointed a written safety program. This program shall include, at a minimum, detailed training procedures in the following:

SAFE WORK HABITS

- a) Safe use of cleaning chemicals as per the manufacturer's specifications.
- b) Safe use of cleaning equipment as per the manufacturer's instruction manual.
- c) The use of equipment, signs, barriers, or other devices to protect the users of the Stations and other personnel working at the Stations or equipment.
- d) Proper handling of hazardous materials and biological waste (blood-borne pathogens).
- e) Recognizing hazardous or other materials that are not allowed for use in this contract.

SAFETY PROCEDURES

Store all cleaning chemicals in clearly labelled containers at all times.

- a) The SMC shall provide a floor care procedure using products that meet manufacturers' or international (ISO) standards.
- b) Any additional or replacement staff hired throughout the contract's life shall also complete safety training before working in CoE facilities. Documentation of training completion shall be submitted to Employers Representative.

SUPERVISION OF STAFF

ITEM	DESCRIPTION	FREQUENCY
<ul style="list-style-type: none"> • Supervision of Staff 	<ul style="list-style-type: none"> ▪ The SMC must appoint a Cleaning and Maintenance Supervisor and Security Supervisor to supervise the respective SMC teams during Station operating hours. ▪ The Supervisors are to ensure that the staff report for duty using the biometric scanners installed at the Stations. If the biometric system is not operational, the Supervisors must ensure that an attendance register is kept and signed by staff daily. ▪ The Supervisors are to ensure that staff assume their responsibilities on time and leave on time as prescribed to them. 	Daily

WORKING HOURS

Prospective bidders should note that the various Stations have different operating hours, which shall be communicated to the successful bidder(s) on award. At this stage, the preliminary operating hours shall be from 03:00 to 23:59, Mondays to Sundays.

PROTECTIVE CLOTHING AND IDENTIFICATION

UNIT	DESCRIPTION	FREQUENCY
<ul style="list-style-type: none"> ▪ Provision of Protective clothing 	<ul style="list-style-type: none"> ▪ The SMC must provide the necessary personal protective equipment (PPE) and clothing for all SMC teams deployed at Stations. ▪ Adherence to Health and Safety for staff, visitors and employees shall remain the responsibility of the SMC. ▪ In case of non-compliance with the PPE requirement, the SMC shall be notified to vacate the Station until health and safety regulations 	Daily /When required

UNIT	DESCRIPTION	FREQUENCY
	have been adhered to. In addition, failure to conform shall affect the SMC's payment.	
▪ Identification of Maintenance Teams	▪ The SMC must ensure that all SMC teams are properly identifiable through branded protective clothing and clear name tags with a person's picture to assist with identification.	Daily /When required

STAFF VETTING

ITEM	DESCRIPTION	FREQUENCY
▪ Vetting of staff	<ul style="list-style-type: none"> ▪ The SMC must note that all staff and entities allocated to Stations shall be subjected to a security vetting process conducted and approved by CoE before assuming their responsibilities. ▪ Any individual or entity who fails the vetting process shall not operate within the Stations. 	When required

CUSTOMER INFORMATION SERVICES AND PASSENGER ASSISTANCE

The SMC must assist CoE's cashiers to act as ambassadors for the Harambee system by providing information and assisting passengers, as needed. These services are to be provided by the SMC's security officers deployed at the Stations.

"Passenger Assistance and Information Services" includes, but is not limited to, assisting passengers with the following:

- Providing information on the Harambee system, such as information about the purchase of fare media and recharge of accounts for purposes of bus travel, where complaints may be lodged and generally how to navigate the Harambee System.
- Wayfinding to key destinations in the vicinity of the Harambee Stations and Stops.
- Providing other relevant information, such as links to other public transport services, such as rail.

The SMC shall train personnel on how to provide Passenger Assistance.

Personnel shall be required to display a helpful and customer-friendly attitude, particularly when providing Passenger Assistance. In this respect, the SMC shall:

- Ensure that its staff behave professionally and courteously.
- Ensure that passengers are always treated with high regard.
- Ensure that staff treat passengers with respect when passengers are assisted.
- Ensure passengers waiting at Stations feel secure at all times.
- Ensure that people with special needs are assisted in a friendly and helpful manner.
- Ensure that staff know how to deal with passengers with special communication needs.
- Ensure that staff serve passengers quickly and accurately.
- Ensure that accurate information is always presented to passengers.
- Ensure that enquiries are followed up quickly and accurately.
- Ensure that staff are knowledgeable about CoE's Harambee Bus Rapid Transport service.
- Ensure that passengers are always made aware of all communication channels (i.e. Harambee System website, mobile application, and allocated feedback areas within the Stations) should the passenger have comments about their Harambee System experience.
- Ensure that staff strictly adhere to the Harambee System Customer Relationship Code of Conduct. CoE shall provide the Code of Conduct to the SMC for training purposes.

Where new Stations become operational, the SMC shall ensure that experienced personnel are placed at these Stations to provide Passenger Assistance.

Where there is an expansion of the Services to be rendered, CoE may instruct the SMC to provide additional personnel. CoE shall pay for such additional personnel under the Price Schedule.

The SMC is to facilitate and assist with correct placing and protecting display boards at the Stations. All promotional items, if any, are to be placed in the Stations in an orderly fashion for distribution to passengers.

The SMC is to monitor the display of information by electronic information systems at the Stations and provide regular feedback to Employers Representative and the TMC through the SMC's management structure on any possible fault or associated problems.

The SMC is to facilitate and assist CoE with distributing information pamphlets at the Stations and other similar events that aim to provide relevant information to passengers.

MONITOR AND ACCESS CONTROL (FARE VALIDATION AND GATE)

CONTROL & MANAGEMENT OF THE ACCESSIBILITY OF STATIONS

The Stations shall be accessible to the general public only during Operating Hours as published by CoE from time to time. Guided by these Operating Hours, the SMC is to ensure that Stations are opened fifteen (15) minutes before the arrival of the first scheduled bus to allow passengers time to purchase fare media or top-up accounts. The SMC is also to ensure that Stations are closed fifteen (15) minutes after the departure of the last scheduled bus to allow the passengers to move through the exit doors and Automated Fare Collection (AFC) gates and allow for cash-up by CoE's cashiers.

At the end or start of the operational hours, Stations must be locked and unlocked by the security officers. During non-operational hours the security officer(s) on duty shall safeguard the Station keys and only allow access to a Station to maintenance and cleaning staff or other duly authorized parties for purposes related to the Harambee System authorized by CoE or the SMC. During this time, the public cannot enter the Stations or use the Station Areas.

CONTROL PASSENGER MOVEMENTS WITHIN & AROUND STATIONS

The SMC is required to monitor and control the universal access to - and bi-directional movement within the entire Station area and through and between the various operational areas of the Stations, i.e. between:

- The access paths within the Station area leading towards the Station.
- The Station precinct and the Station access doors.
- The Station service area, including the cashier's office and TVMs (Ticketing Vending Machines).
- The AFC (fare) gates.
- The waiting – or paid-up area.

The SMC must monitor and control the seamless bi-directional transfer of boarding and alighting passengers from the buses to the Station waiting area through the access doors to and between the Station and the buses. In doing so, the security officers shall ensure that:

- Boarding passengers in the waiting – or paid area are directed to a position that is safe and clear from the sliding doors, and that shall provide access to the buses.
- Boarding passengers shall not inhibit the quick and safe movement of alighting passengers.
- Boarding passengers shall not touch or force the sliding doors to open or exercise any pressure against these doors.
- Boarding and alighting passengers are cautioned in terms of the gap between the platform and the bus floor.
- Handicapped, wheel-chaired and elderly people receive assistance for the safe transfer between the Station and the bus, and they are directed to the designated areas on the buses for such commuters.
- Sliding doors are closed when the bus is full or when the last passenger boarded the bus.
- During alighting, the sliding doors are completely open before passengers alight, and the sliding doors are closed after the last passenger alighted the bus.
- Alighting passengers are directed to the AFC gates in an orderly and effective manner and that all alighted passengers who wish to get out of the Station have moved through the AFC gates.

- Where works are performed from time to time during operational hours within or around Stations by any CoE or SMC employee or employees of other contractors, security officers must safely guide passenger movements for the commuters and the people performing the works.

All Station staff, and particularly the security officers, must assist passengers and guide their movements to ensure that:

- Passenger movements are optimized and safe.
- Queuing is orderly and fair on a first-come-first serve basis.
- Handicapped and elderly people are given preference where necessary.
- Commuters adhere to fare and general system rules at Stations.
- Passengers are assisted where necessary to acquire and use fare media.
- Passengers make proper use of ticketing equipment.
- Prevent the misuse and damage to any Station equipment and those that relate to the Station platform.
- Provide information to passengers as and when requested or required.

The SMC, through the security officers, must implement crowd control measures, prevent and report fraud and fare evasion at the Stations and manage passengers entering Stations to ensure that:

- Only validated passengers enter Harambee Stations and buses.
- Passengers are actively encouraged to board Harambee buses if the buses have the capacity for such additional passengers, provided that the buses are not filled beyond their legal capacity.
- When required, emergency procedures are executed to ensure the safe evacuation of Stations.

ACCESS CONTROL

The SMC's security officers deployed at Stations shall perform the function of access control, validation, gate surveillance and preventing fare evasion. In addition, the security officers shall also be involved in Passenger Assistance.

The SMC shall, through CoE, procure special training from the AFC contractor for the SMC's security officers regarding the functioning of the AFC (fare) gates and other access control equipment.

The security officers shall be trained in taking appropriate action in fare evasion, such as tailgating or climbing over gates, including handing over suspects to law enforcement officials.

The security officers shall be trained in the authorized actions taken to facilitate access to the Stations and the standard procedures or protocols to be followed if the AFC (fare) gates fail to operate correctly due to a power failure, system malfunction, breakage of parts or any other reason. Such standard procedures may include but are not limited to hand-held verification devices and the manual overriding of AFC (fare) gates.

FARE GATE SURVEILLANCE

The SMC shall be responsible for, if observed, immediately reporting any incidents of fare evasion to CoE's Fare Evasion Inspectors (FEIs).

SMC staff is not to apprehend fare evaders. It is the sole responsibility of CoE's fare evasion inspectors and the Ekurhuleni Metropolitan Police Department (EMPD).

OCCURRENCE BOOK (OB)

The SMC shall provide a durable OB Book for each facility and other relevant areas to record the details required in this clause. The OB Book shall be always kept in a safe place.

Every signing-on, signing-off, shift start, and finish date and time must be recorded.

Every event and incident are required to be written in the OB Book in the correct chronological sequence at the time of occurrence, including but not limited to:

- Health and safety incidents.
- Malfunctioning of any Station infrastructure or equipment requiring maintenance and repairs.
- Incidents of fare evasion, bypassing of gates and bus doors.
- Security incidents.
- Visits to Stations by supervisors and management from the SMC and CoE.
- Visits to Stations by maintenance personnel.
- Incidents of vandalism or public unrest.
- Altercations with or between members of the public.
- Any other incidents that impact the management of the Station or execution of Station services

No spaces may be left between line entries (i.e. no blank lines may be left open).

Every person making a record in the OB Book shall sign and print their name next to every entry.

As the records in an OB Book may be needed as evidence, investigations or court cases, or to answer enquiries, all entries in the OB Book shall be recorded in English.

The OB Book shall be archived in a safe and secure place and shall remain available for inspection and use as evidence by CoE during the SM SLA and for twelve (12) months after the Termination Date. Once the OB Book is full, the SMC must submit it to CoE's Authorised Representative for the SM SLA.

VISITORS REGISTER

The SMC shall keep a Visitors Register at each Station where every person visiting the Station shall be required to fill in their details, purpose of the visit, arrival time, and departure time. Every visitor at the Station must be authorised by the TMC official before access can be granted. The SMC must notify the respective TMC official of the visitor's duty and give full details of the intended visit (name of the visitor and reason for the visit) to the TMC official for authorisation.

Visits to Stations may not be limited to those by maintenance personnel, supervisors and management from the SMC and CoE. Every transaction where the security access card allows people in or out of a Station shall be recorded in the register in the same format as above.

CoE reserves the right to verify the register against the tap records of the card, and the SMC shall be liable for any variances.

CLEANING SERVICES

The SMC shall be required to provide Station cleaning services (including high cleaning), hygiene services, waste management and pest control within all Stations of CoE. The SMC shall be required to provide these services by using capable and skilled cleaning teams and durable locally produced material approved by the SABS/SANS.

It shall be the responsibility of the SMC to provide cleaning services to the Station precinct for all Stations to ensure that Station areas are clean and presentable to the public, which facilities include those related to the Station platform that is under the control of CoE or contracted agents on behalf of CoE and specialized equipment that are under direct supervision and control of the SMC.

The cleaning services must be of an acceptable cleaning standard to ensure that facilities are clean, neat, and serviceable.

The SMC shall employ cleaning staff according to these requirements. The SMC shall ensure that such personnel:

- Are adequately trained in the use of the cleaning equipment and materials as well as in all relevant cleaning procedures and safety precautions to which they must adhere.
- Receive basic training on the operation of the cisterns and other flushing systems used in the toilets to enable them to report problems in a timely manner.

The SMC must ensure that cleaning staff is available during the specified operating hours to keep the Stations clean and presentable. At this stage, the required operating hours to have cleaning staff available shall be from 05:00 to 15:00 (a 10-hour shifts), Mondays to Sundays. The SMC is also to provide a mobile team to undertake major and special cleaning services on an as-and-when required basis.

Personnel shall be responsible for all cleaning inside the Stations precinct. Cleaning that might be hazardous to commuters must be done during off-peak times (when Stations are quiet). Cleaning shall include but not be limited to:

- Picking up litter within the Station precinct.
- Dry wiping of surfaces up to a height of 3m.
- Sweeping and mopping.
- Drying floor space inside the Stations made wet by rain, or moist carried in by the passengers' feet, regularly throughout the day.
- Sanitising glass doors, access gates, and surfaces often touched by passengers.
- Cleaning of toilets and toilet area.
- Replenishing consumables inside toilets.
- Empty and clean all dustbins in the Station precinct before they are full.
- Keeping the Station precinct in an overall neat condition.

High-cleaning, deep-cleaning and steam-cleaning of Stations must be undertaken as part of the standard Station cleaning processes and will not be treated as a separate cleaning exercise. The SMC must include it in their day-to-day Standard Operating Procedures (SoPs). In respect of the kiosks, offices (if any) and other locked-up areas, all cleaning (including deep and steam-cleaning) must be done during the agreed cleaning operational hours of each Station.

High cleaning shall include cleaning all areas, surfaces, and structures within Station precincts higher than 3 meters. High cleaning shall include but not be limited to the following:

- High signage (excluding electronic signage).
- External signage.
- External surfaces of Station buildings.

If not properly specialised/qualified and equipped, the SMC is to contract out the provision of hygiene services to specialised, professional hygiene service providers. The hygiene services to be executed shall include but not be limited to:

- The servicing of bins used for the disposal of sanitary towels.
- Pest control.
- The provision of high-quality soap, toilet paper and hand towels and their replenishment.

Unless agreed in writing between the SMC, the Intelligent Transport System (ITS) Contractors, and the CoE Representative, the ITS Contractor shall be responsible for cleaning all AFC and APTMS equipment within the Stations, and the SMC shall have no cleaning responsibility in this respect.

SUPPLY OF HYGIENE SERVICE CONSUMABLES, MATERIALS & EQUIPMENT

The SMC shall be responsible for providing all hygiene equipment, materials and consumables and maintaining such agreed-upon interval periods to be utilized during the execution of this contract. All equipment, materials, and consumables must not be harmful to humans, animals, or other living organisms and must be SABS/SANS compliant.

All cleaning supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended. They shall provide the results necessary to provide the high standards of cleanliness required under this contract. In addition, all cleaning processes used shall meet high safety standards and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being cleaned.

CoE shall have the right to prohibit the use of any process, material, supply, or tool that may damage CoE property or be a risk to employees, the public, or others using CoE's Stations.

The SMC shall provide all other chemicals, supplies, and equipment. All cleaning chemicals and other supplies used by the SMC must be used per all ISO/SANS standards, comply with Material Safety Data Sheets (MSDS) standards and be used in conjunction with necessary safety equipment.

All supplies remain the property of CoE and may only be used at the Stations. The SMC shall stock and refill all restroom dispensers.

The SMC is to provide lockers for all storage required (lost and found property, cleaning materials and staff belongings). The lockers used by the SMC shall be kept clean and free of debris and odour. In addition, all supplies and equipment stored in any locker shall be stored in a neat and orderly manner and in such a way as to prevent injury to CoE staff, the public, or SMC employees.

CHEMICALS

- The SMC shall only use chemicals in compliance with safe environmental policy. Material Safety Data Sheets (MSDS) of all chemicals used by the SMC must be on-site and available for inspection.
- The SMC shall post copies of the MSDS for all chemicals used in each cleaning locker in compliance with Occupational Health and Safety (OHS) Standards. This shall include labelling the contents of all secondary type plastic bottles or containers.
- Adequate chemicals for the cleaning operation must be on-site and available to the cleaning staff.
- CoE would prefer that "Green Seal" or other non-hazardous/ biodegradable cleaning products be used in all its Stations.
- Only CLEAR disposal bags may be used for security reasons.
- Chemical containers must be marked, and the label must correspond to the chemical inside. No unmarked bottles of chemicals may be on-site at any time.

CLEANING EQUIPMENT

- The SMC shall supply adequate equipment to deliver a first-class cleaning service. The equipment must be in good working order at all times.
- The SMC shall furnish and maintain all equipment necessary for adequately cleaning the Stations. In addition, the SMC shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract.
- The SMC shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. CoE reserves the right to inspect the equipment used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the SMC's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

CONSUMABLES

- The SMC is to provide toilet paper, hand soap and cleaning materials.

PEST CONTROL AND FUMIGATION SERVICES

- The SMC is to provide pest and rodent control within all Stations precinct, including emergency and planned site decontamination.
- The SMC is to provide fumigation services to avoid any form of infestations within the facilities.
- The entire Stations are to be treated for pests like silverfish, rodents, lice, fleas and cockroaches.

- The SMC is to provide infrastructure such as baiting Stations and approved control poisons to render this service.
- The SMC is to install the required warning signs alongside the infrastructure installed.
- The SMC must conduct regular inspections to replenish the control poison and remove all the dead pests and rodents for effective and appropriate disposal.
- The SMC is to comply with all relevant regulations within the pest control industry while rendering the services on behalf of CoE.
- The SMC is to remove dead birds and bird droppings.

WASTE DISPOSAL

The SMC shall be responsible for waste management at all Stations. As part of its Statement of Methodology, the SMC shall propose a Waste Management Plan that optimizes how waste is removed from sites and recycled, maximizing the opportunity to contribute to an environmentally conscious service.

PAPER AND TRASH COLLECTION, REMOVAL AND DISPOSAL:

- Bagged trash shall be deposited in waste receptacles outside Stations or out of the site of the public for daily collection.
- All unused waste collection bags shall be in the proper storage location.
- Any paper and trash spilt during the collection process shall be cleaned up, immediately after collection.

REPORTING OF MAINTENANCE DEFECTS

UNIT	DESCRIPTION	FREQUENCY
<ul style="list-style-type: none"> ▪ Reporting of defaults and safety concerns 	<ul style="list-style-type: none"> ▪ The Cleaning service entity, together with its maintenance staff, shall report all maintenance defects that require attention. ▪ The SMC shall keep an OB Book at each Station to record and report defects. ▪ All complaints and general remarks are to be recorded in the OB Book. ▪ The SMC shall forward a daily complaint and defects sheet to the Employers Representative and the TMC through the SMC's management structure during the cleaning operations. 	Daily / when required

GENERAL CLEANING & HYGIENE SERVICES STANDARD

UNIT	DESCRIPTION	FREQUENCY
<ul style="list-style-type: none"> ▪ Hygiene Maintenance Standard 	<p>The following further standards of cleanliness and hygiene must be adhered to at all times:</p> <ul style="list-style-type: none"> ▪ Physical cleanliness - Absence of visible litter/debris. ▪ Chemical cleaning - Absence of residues. ▪ Contract workers are not allowed to sleep overnight on the premises. ▪ Contract workers are not allowed to wash on the premises. 	Daily

MAINTENANCE & REPAIRS

This contract shall cater for the provision of the following regular general Station maintenance services to ensure that all amenities and facilities at the Stations, is in proper working order and available for the intended use of these items as part of the system operations:

- Station Door Maintenance.
- Standby Power and System Maintenance.
- Electrical Maintenance.
- Plumbing Service.
- Locksmith Service.
- Handyman Service.
- Pest Control Service.
- Signage Service.
- Fire Protection Maintenance Service.
- Building Maintenance Service.
- Heating, Ventilation and Air Conditioning (HVAC) Service.

The SMC shall be required to provide these services by using capable and skilled maintenance teams and durable locally produced material approved by the SABS/SANS.

The Scope of Work that the SMC shall be required to perform as detailed in this document, shall be the same for all Stations, albeit the quantities of areas shall differ.

The SMC shall be responsible for daily monitoring and registering defects or faults detected concerning the Stations' content. If such items are damaged, missing, or found in a condition other than when they were received and checked on the handover date, they must immediately be reported to the Employer's Representative and the TMC through the SMC's management structure. The SMC shall be responsible for immediately reporting and recording all noticeable defects or damage to any part of the Station other than through normal wear and tear.

The SMC shall be obliged to immediately report any latent and patent defects that it discovers, and report monthly to CoE on the Stations' condition and all defects in the Monthly Performance Report.

It is expected that all facilities shall be returned to CoE in good condition. Therefore, the onus shall be on the SMC to, within 14 Calendar days of the Contract Commencement Date, put on record, for approval by the Employer's Representative, the state of all Station facilities and equipment.

The SMC shall develop a three (3) year Maintenance Plan covering the minimum spares list, preventative maintenance, corrective maintenance, continuous improvement and asset replacement for all equipment under the SM SLA, considering the current equipment status and the age of the Stations. This Maintenance Plan shall be submitted within 14 Calendar days of the Contract Commencement Date for approved to the Employer's Representative. The Maintenance Plan will also assist the CoE with its long-term planning and budgeting.

To execute the Maintenance services, the SMC shall provide qualified maintenance personnel that shall act as a mobile team or act on a sub-contracted basis that shall:

- Attend to all Stations on a scheduled basis for routine inspections and maintenance, which schedule shall be contained in the Maintenance Plan.
- Act on emergency calls other than the scheduled program.
- For some specialised Station equipment and other such amenities, the SMC may employ specialised Maintenance services on a sub-contract basis, which may be specified on an itemised basis by CoE, which shall also be contained in the Maintenance Plan.

The SMC shall have, or source a "First Response Maintenance Team" tasked with visiting the facilities daily to investigate and, as far as possible, repair all maintenance calls logged or, where the repair requires escalation, report back to the SMC's management for further action. The teams must be adequately trained and skilled to perform a range of first-line maintenance, including but not limited to:

- Replacement of lamps.
- Basic plumbing repairs such as leaking taps, toilets not flushing, and replacement of flushing mechanisms.
- General handyman services such as fitting of doors and hinges, lock replacements, repairs to cabinetry, replacement of broken tiles, ceiling boards, painting, and any other repairs reasonably expected of a general handyman; and
- Identify, document and report maintenance and repair work.

The SMC shall have, or source a “Planned Maintenance Service Team” tasked with performing planned maintenance at the facilities per the Maintenance Plan and according to the manufacturer’s specifications and any statutory service requirements as applicable in instances where there is no other Contractor, subcontractor or specialist assigned. The teams shall cover all disciplines listed under First Response Maintenance. It is not the intention to have separate teams unless this cannot be avoided.

In addition to First Response and Planned Maintenance, the SMC must also undertake basic checks daily of the ITS and other equipment installed within Stations (excluding equipment that is stored or installed within the equipment room of each Station which is not accessible to the SMC) and immediately report defects to the Employers Representative and the TMC through the SMC’s management structure.

The execution of Maintenance services shall be recorded in a maintenance register, which format and contents may be prescribed by CoE and shall be summarised in the Monthly Performance Report. Some Station facilities/amenities may require specialised Maintenance services that the SMC may contract out but shall remain the responsibility of the SMC. CoE may prescribe such facilities/amenities that require special maintenance arrangements.

The SMC shall not be entitled to claim from CoE the costs of any repairs necessary because of damage to Stations or any Station equipment due to the negligence or incurred use by SMC personnel or those of the SMC’s subcontractors.

The SMC shall perform any repairs required within the Station Precinct due to actions by other CoE contractors at the rates quoted for the SM SLA. If none of the quoted rates applies, the SMC shall be obliged to obtain quotes per CoE’s procurement process. Such repairs shall be executed after due liaison with the Employers Representative and the relevant CoE contractor. They shall be billed directly to the relevant CoE contractor, provided that where the relevant CoE contractor does not pay such amount concerned within 60 days of the due date:

- CoE shall, on request by the SMC and provided CoE is lawfully entitled to do so, deduct such amount from amounts payable by CoE to that CoE contractor and pay same to the SMC; or
- insofar as the repairs are covered by an insurance policy for which CoE is responsible for taking out, CoE shall claim under such insurance policy and reimburse the SMC accordingly.

All maintenance and repairs shall be carried out at the rates quoted in the Price Schedule, whether the work is carried out directly by the SMC or a subcontractor. Each instant/occurrence of maintenance and repair work must be pre-approved in writing by the Employers Representative (SMC must keep records of work done to the satisfaction of the CoE, all work must be signed off by the Employer Representative prior to submission of invoice to the CoE for payment). Where no rate is quoted for any specific discipline, the SMC shall be obliged to obtain quotes per CoE’s procurement process with motivation to appoint.

These rates shall include vehicle costs, travelling, communication devices, tools, uniforms, and other costs required to perform these services. The appointment of the subcontractor shall be dependent on approval by the CoE.

The SMC shall not be allowed to directly tender maintenance and repair work where the combined cost of such works is expected to exceed the Municipal Finance Management Act (MFMA), Act 56 of 2003, the requirement for open tenders, presently R200 000, including VAT. Where such work is required, CoE shall follow an open tender process to procure such services, and the SMC shall be entitled to tender unless doing so shall compromise the fairness of the tender process.

CoE may require the SMC to oversee and manage maintenance and repair works procured through the tender process referred to above. The SMC shall be entitled to charge for this service at the rates contained in the Price Schedule.

STATION EQUIPMENT NOT TO BE MAINTAINED

Specific equipment installed at the Stations shall be excluded from the SM SLA as it is to be maintained by the relevant contractors to CoE. This equipment is the following:

a) CoE Telecommunications

- Server room equipment:
 - Fibre optic cable termination panels (“splice trays”)
 - Metro Area Network (MAN) switch
- Ethernet data cabling (copper or fibre optic)

b) Automated Fare Collection (AFC)

- Fare Access Gates
- Kiosk equipment:
 - Ticket Office Machines (TOMs)
 - TOM Printers
 - Point of Sale (POS) Terminal with external PIN pad
 - Routers and Antenna
- Server room equipment:
 - Local Area Network (LAN) switches
 - Mobile Data (“3G”) Router
- Ethernet data cabling (copper or fibre optic)

The SMC shall be required to undertake basic checks daily of the ITS and other equipment installed within the Stations. The SMC’s Station staff should adopt the following process at the start of the day:

a) Check the operation of ITSEquipment:

- Station doors (once installed)
Check that Station sliding doors operate automatically when the bus arrives and departs from the Station.
- Fare Gates (once installed)
Check that scanning a valid staff smartcard automatically opens each gate and shuts at the expected time.
- Ticket Vending Machines (once installed)
Ensure the machine is switched on, sufficient fare media is loaded and then carry out a test purchase.
- Telephone (once installed)
Check that a test call can be made and one received. If not, this is likely to indicate a larger communications fault.
- Passenger information displays (once installed)
Check that displays show the correct time and expected arrival times for the first buses in each direction and count down as expected.
- CCTV cameras (once installed)
Check the console to ensure that the cameras show relevant live pictures and are sufficiently clear.
- Intercom (once installed)
Make a test announcement to confirm the intercom and associated speakers are in working condition with clear feedback.
- Panic button (once installed)
A procedure shall be agreed upon whereby the Station Staff shall press the panic button and receive confirmation, *i.e.*, that the TMC has received this request.
- Other equipment (once installed)

Other equipment might require specialised testing, but the Station staff should still confirm the presence of this equipment daily.

- b) Any damaged equipment must be registered and reported immediately to the Employers Representative and the TMC through the SMC's management structure with a clear description of the fault and the time it was identified.
- c) The Employers Representative/TMC shall advise of appropriate actions to be taken in each case, and the Station staff shall log this in the register and timescales given for fixing this equipment.
- d) The responsible party shall ascertain how the fault came about, how it can be prevented from happening in the future, and who is responsible for paying to fix the damage caused. This shall be agreed upon with the SMC.
- e) The Station staff shall advise CoE daily of the numbers and types of faults caused or identified during the checking process. Fault reports should be issued in summarised form in the Monthly Progress Report.
- f) In addition to these specific checks when opening the Station, the Station staff should remain vigilant throughout the day if any failures occur whilst the Station is operational. Any such faults should be reported to the to the Employers Representative and the TMC through the SMC's management structure in the same manner as described above.

While the SMC shall not itself be required to undertake Maintenance and Repairs of any parts covered by the guarantees of third parties, the SMC shall be required to ensure that such third parties undertake the necessary Maintenance and Repairs forthwith as and when required but is not required to institute any legal proceedings against such third parties unless CoE agrees to indemnify the SMC in respect of any such legal proceedings. In this regard, the SMC is authorised by CoE to require such third parties to perform in terms of their guaranteed obligations.

MAINTENANCE REQUIREMENTS

Information on the scope of the maintenance and repair services required, the responsibilities of the SMC and CoE, the performance standards and rectification periods are given in this document.

NOTES

- a) The outlined specifications for work tasks and frequencies of such tasks listed herein are intended as a framework for the maintenance operation.
- b) Additional work shall often be required. However, since it shall usually be minor in scope, it is intended that the vast majority of such extra or additional work can and shall be absorbed within the maintenance services to be provided.
- c) When unscheduled work of a major proportion is required and requested of the SMC, the cost of such shall be negotiated to provide a fair and equitable arrangement for both parties.
- d) Maintenance Priority level definitions
 - Level 1 – matters giving rise to an immediate health and safety or security risk.
 - Level 2 – matters that prevent or severely inhibit CoE from conducting normal operations.
 - Level 3 – matters that have a detrimental effect on the beneficial occupation of the facilities.
 - Level 4 – matters that relate only to the ongoing provision of a reasonable standard of accommodation; and
 - Level 5 – matters of a routine nature.
- e) Performance measurement criteria
 - The criteria for performance management shall be any failure to meet the required rectification period. The criteria shall be considered a measurable non-compliance unless the SMC proves that the outcome was beyond its reasonable control.

GLASSDOOR MAINTENANCE

The SMC is to provide a Glass Door Maintenance service to ensure that the glass passenger entry doors to buses are maintained to the agreed standard. The scope of Glass Door Maintenance includes but is not limited to the fabric, mechanical elements, and electrical elements of the glass passenger entry doors to buses, the corresponding buses, and all linked equipment on buses.

STANDBY POWER AND SYSTEMS MAINTENANCE

The SMC is to provide Standby Power and System services to ensure that Stations remain operational. The scope of Standby Power and Systems Maintenance includes but is not limited to any type of system or supply that ensures the continuous operation of Stations.

ELECTRICAL MAINTENANCE & REPAIR SERVICE

The SMC is to provide an Electrical Maintenance and Repair service to ensure that all electrical installations are maintained to the agreed standard. The scope of Electrical Maintenance Services includes, but is not limited to, signage, doors, bus stopping guides, ticket booths, equipment room, fire and safety equipment, statutory and passenger information signage "back-up" power supply systems and equipment and localised public address systems per Station module.

PLUMBING SERVICE

The SMC is to provide Plumbing service to ensure all plumbing fittings and fixtures are maintained to the agreed standard. The scope of Plumbing services includes but is not limited to on-site toilet, sanitary fittings and all piping from the point of supply.

LOCKSMITH SERVICE

The SMC is to provide a Locksmith service to the agreed standard. Locksmith services include installing, repairing, or maintaining any locks and the supply or copying of keys.

HANDYMAN SERVICE

The SMC is to provide a Handyman service to ensure the building structure, internal and external fixtures and fittings are maintained to the agreed standard. The scope of the handyman services includes, but is not limited to: Station structure, signage, flooring, ceilings, doors and their mechanical elements, bus stopping guides, platform box, equipment room, toilet, fire and safety equipment, statutory and passenger information signage.

SIGNAGE SERVICE

The SMC is to provide a Signage service to ensure the signs, including overhead lightbox signage panels, are fitted and maintained to the agreed standard. The scope of the signage services includes but is not limited to signage, branding logos, statutory and passenger information signage.

FIRE PROTECTION SERVICE

The SMC is to provide a Fire Protection service to ensure the building structures, internal and external fixtures and fittings are protected to the agreed standard. The scope of the fire protection service includes but is not limited to any installation or appliance relating to protection from fire.

BUILDING MAINTENANCE

The SMC must ensure that the building structures and the internal and external fixtures and fittings are maintained to the agreed standard. The scope of the building maintenance service includes but is not limited to the Station structure, signage, branding logos, flooring, ceilings, roof structure, doors and their

mechanical and electrical elements, lighting, platform box, bus guide, equipment room, toilet, fire and safety equipment, statutory and passenger information signage and communication equipment.

HEATING, VENTILATION & AIR CONDITIONING (HVAC) MAINTENANCE

The SMC is to provide a Heating, Ventilation and Air Conditioning (HVAC) maintenance service to ensure the HVAC internal and external fixtures and fittings are maintained to the agreed standard. The scope of the HVAC services includes but is not limited to the heating, air conditioning and ventilation systems.

SECURITY

From the date of the hand-over of the Stations, the SMC shall be required to provide trained security personnel on a scheduled daily twenty-four (24) hour basis to protect passengers and system personnel in terms of personal safety and harassment and to safeguard the Station facilities and equipment in and around the Stations and Station Precinct from inappropriate use, damage, theft, vandalism, riot damage and other threats.

The SMC must provide security services using the Station precinct and continuous surveillance, observations, recording and reporting, and daily interaction with CoE security management and communication at TMC.

All safety and security-related incidents must be attended to as set out in the SM SOPs. The incidents include but are not limited to:

- Managing and preventing the presence of vagrants in and around the Stations and Station Precinct.
- Theft of property of passengers or Station personnel or attempts thereto.
- Acts of violence, attacks, or attempts to that effect shall endanger passengers' safety or Station personnel.
- Vandalism or damage to the Station facilities or equipment.
- Damage to the Stations or associated system facilities and property through accidents or incidents involving external operations or traffic, extreme weather conditions, or a major.

All security staff must be subjected to a training program that includes the spectrum of incidents per the Harambee Safety and Security SOPs and how to address each incident category.

When observed, the SMC's security staff is to report the following to CoE's FEIs immediately:

- fraudulent acts by members of the public in terms of the AFC System committed in the Stations; and
- fare evasion through the monitoring of Passenger movements through AFC ticket gates.

The SMC shall carry out the Security services through the following:

- Inspections; and
- Managing access and recording visits by duly authorised representatives from its staff and contractors and any third-party contractors to the equipment rooms in line with Protocols issued by CoE as amended from time to time.

GUARDING OF PASSENGER & CoE ASSETS

The SMC shall:

- ensure that Stations and all relevant facilities are (i) unlocked, prepared, and ready for service at least fifteen (15) minutes before the first vehicle is due to arrive at a given Station and (ii) locked and secure once the last bus has departed and preparations for the next day have been executed.
- ensure the safekeeping of the keys and locks to all doors of the Stations and its facilities.
- implement crowd control measures at Stations and ensure that passengers entering or leaving the Stations and Station Precincts are controlled and directed in such a way that (i) their safety and security is given the highest priority; (ii) they enter and leave the Stations within the time frames as may be indicated in Protocols and (iii) there is no damage to the assets of passengers, CoE or

- CoE's contractors by applying the Harambee Rules that shall be made available to the SMC; and
- ensure that Stations and Station Precincts are appropriately guarded during and outside of Station operating hours to ensure 24-hour protection of passengers, CoE assets and those of CoE's contractors.
- handle emergencies at the Stations (the appointed service provider shall be required to provide security personnel for emergencies like demonstrations and riots on an as and when required basis on the same terms).
- conduct risk and threat assessments around the Stations and Station Precincts; and
- control equipment leaving and entering the premises.

REGULATORY REQUIREMENTS

Bidders are to provide physical security services in line with the following legislation:

- The Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4. The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51;
- Section 13 of the Constitution.
- The Firearms Control Act 60 of 2000, sections 10, 34, 90 and 106.
- Criminal Procedure Act 51 of 1977
- Private Security Industry Regulation Act 56 of 2001.
- Protection of Information Act 84 of 1982.
- Trespass Act 6 of 1959; and
- Occupational Health and Safety Act 85 of 1993.

INSPECTIONS

The SMC Security Manager shall carry out regular visits to all Stations. There must be at least two such inspection visits per shift at each Station. The number of inspection visits shall be per best industry practices. Security officers' collection and dropping off shall not qualify as inspections by the Manager.

As part of each inspection, the Security Manager shall:

- check that all equipment and communication devices are in good working order.
- ensure that the duty rosters of all personnel for that Month (including their names and personnel numbers) are available at the Stations; and
- after completing each inspection, record and sign details of each such inspection in an OB Book.

LOST PROPERTY

The SMC shall be responsible for establishing a system of recovering lost property found at Station Precincts and on Harambee vehicles.

This system shall include detailed hand-over procedures of lost property between different personnel, staff members of any other SMC contracted by CoE or other relevant parties.

The system must include a database that records the nature of the lost property (including the main contents of any items), the date, time and place of its discovery, the name of the person(s) who handled the lost property and the name of the person who handed back the lost property to its rightful owner.

The SMC shall ensure that reasonable steps are taken to contact the owner of the lost property (if the identity and contact details can be ascertained) and that reasonable steps be taken to ensure that any person claiming an item is indeed the owner or a person who has a right to claim such property.

The SMC shall be provided with a small space at Thembisa Main Station at which a limited amount of lost property can be stored and where customers may apply for the return of their lost property. Lost property articles that cannot be stored at Thembisa Main Station shall be handed over to CoE's TMC.

The SMC shall be responsible for the safe storage of such lost property for fourteen (14) days. Any lost property not claimed by the end of the fourteen (14) day period shall be handed over to CoE's TMC.

GENERAL SPECIFICATIONS

SPECIFICATION INTRODUCTION

The following is to be noted concerning the SM operating model that shall be implemented:

- The SM SLA to be entered into between CoE and the SMC shall primarily be a rates-based Agreement.
- The duration of the SM SLA shall be three (3) years.
- The scope of the SM services and SLA covers the thirteen (13) Stations that were constructed for phase 1A of the IPTN, including a pedestrian bridge at Berg River that is not linked to a Station.
- The management of ticket sales are excluded from the SM SLA.
- The cleaning, repairs and maintenance of bus stops and shelters are excluded from the SM SLA.

The SMC services to be executed by the SMC are the following:

- Customer Information and Passenger Assistance.
- Monitor and Access Control (fare validation and fare gate surveillance).
- Cleaning.
- Repairs and Maintenance.
- Security.
- Lost property.

Detailed specifications for the provision of the above SM services are contained in this document.

STATEMENT OF METHODOLOGY

The SMC must submit a Statement of Methodology describing how it intends to render the SM services as per the requirements stipulated in the SM Services Specifications in this document.

The Statement of Methodology must contain:

- a) an overview of the management and operational systems and structures to be implemented to carry out the SM SLA.
- b) a full description of the proposed management and operational plan, including at least the following operational processes:
 - i. start of day procedures.
 - ii. end of day procedures.
 - iii. supervision and record-keeping relating to supervision.
 - iv. dress code, which must comply with CoE's Uniform Specifications.
 - v. shift rotation schedules and methodology.
 - vi. any specific measures that may need to be taken regarding the different functions.

The Statement of Methodology must also detail the Quality Management System (QMS) that the SMC shall implement in executing the SM. If the SMC is accredited at tendering, proof of such accreditation must be submitted as part of its Statement of Methodology. Should the SMC not be accredited, accreditation or approval from CoE on the SMC's QMS process should be obtained within three (3) months after the date of award.

The Agreed Statement of Methodology shall become part of the SM SLA.

The SMC shall be required to comply with the Statement of Methodology in providing the SM services, as amended through possible negotiations with CoE or the issuing of Protocols or Service Notices.

To the extent that any terms and conditions of the SM SLA are inconsistent (or cannot be interpreted consistently) with the Statement of Methodology, the SM SLA's relevant terms and conditions shall govern the SMC's rights and obligations. They shall apply to the exclusion or the modification, as the case may be, of the conflicting provisions in the Statement of Methodology.

The Statement of Methodology must be submitted with the bid and modifications to the SM services it may deem necessary to make before the signing of the SM SLA and during the term of the Agreement.

The SMC is to formulate its Statement of Methodology in the following manner:

- a) following a turnkey approach, offering an all-inclusive SM service, demonstrating expertise in all areas of the SM SLA; and
- b) Based on an integrated human resources model, which provides for the cross-functional multi-tasking of personnel and the allocation of responsibilities across functions. This should meet and balance the following objectives:
 - i. Service delivery requirements and standards of the SM SLA.
 - ii. Maximum efficiency and economic viability.
 - iii. The flexibility required in terms of the SM SLA (relating to the addition or subtraction of services, functions and personnel requirements during the term of the SM SLA).

The SMC is obligated to adhere to the minimum staffing levels for the deployment of staff at Stations as prescribed by the CoE. In addition, the staffing levels shall guide the SMC in developing the integrated human resources model.

The operational plan to be provided as part of the Statement of Methodology must detail how the SMC intends to comply with the SM SLA concerning each of the following SM functions/services:

- a) Customer information and passenger assistance.
- b) Monitor and Access Control (fare validation and fare gate surveillance).
- c) Cleaning.
- d) Repairs and Maintenance.
- e) Security.
- f) Lost property

In its Statement of Methodology, the SMC must provide a detailed organogram depicting the complete organisational structure from executive and senior management to operational staff, including support functions such as human resources, health and safety, quality management, procurement, and finance. The names of the executive and senior management and key staff must be indicated. Detailed Curricula Vitae (CV's) must be submitted with certified copies of their qualifications must be submitted as supporting documentation.

In terms of Human Resource (HR) Management, the Statement of Methodology must provide details of the recruitment process to be followed, sample draft employment contracts that shall be used in employing Station personnel and details of the strategies to be implemented with regards to personnel, such as staff training plans (including occupational health and safety training), standards of conduct, disciplinary procedures and policies and salary structures.

The Statement of Methodology must provide information on all resources and equipment that the SMC intends to use. This includes at least the following:

- a) A full breakdown of the SMC's resources and infrastructure, which shall be used in the provision of the SM services, including information systems, equipment and the like.
- b) A detailed description of the proposed accounting system, which should provide for adequate audit control.
- c) A complete list of motor vehicles (including make and model or category of make and model, where applicable) that shall be used to execute the SM services.
- d) A complete list of the equipment (including make and model and category of make where applicable) that shall be used to execute the SM services, taking into account any equipment provided by CoE, its contractors or third parties as specified in the SM Services Specifications in this document.

The Statement of Methodology must provide information on the computerised systems to be put in place to render the SM services. The systems include but are not limited to:

- a) A Financial Management System.
- b) A Computerised Maintenance Management System.
- c) A Helpdesk System.
- d) A Biometric Clock In/Out System (for attendance register).
- e) A Performance Management System.
- f) An Incident Reporting System.
- g) Any other systems that may contribute to the success of the SM SLA.

In its Statement of Methodology, the SMC must provide a full description and details of all work that the SMC intends to perform itself and the SM services it intends to subcontract, keeping in mind that a turnkey approach is required.

As far as subcontracting is concerned, the SMC is also to provide the following information:

- a) the reporting lines that shall be put in place between the SMC and its subcontractors.
- b) the procedures to be followed to ensure that the subcontractors comply with the performance obligations in the SM SLA; and
- c) the estimated value of the services to be subcontracted relative to the total value of the services to be rendered over the term of the SM SLA.

It should be noted that notwithstanding any subcontracting, the SMC shall remain liable for the full and proper performance of the obligations under the SM SLA.

The SMC must implement a performance management system and assess its performance in terms of the SM SLA. Such methodology must also note the record-keeping systems to be put in place to enable CoE to verify the performance of the SMC and make provision for the safekeeping of these records and CoE's access to such records.

COMMUNICATION & LIAISON

CoE and the SMC shall notify each other no later than 5 days after the signature date of the SM SLA (i.e. the Effective Date) of the identity and contact details of their Authorised Representatives. The latter shall represent them for the purposes of the SM SLA. In addition, each party shall appoint from their Authorised Representatives one (1) person who shall act as their primary representatives ("Primary Representatives").

All Service Notices and similar notifications, other than legal notices, shall be directed by CoE to the SMC's Primary Representative.

CoE and the SMC Primary Representatives shall be entitled to appoint further Authorised Representatives for general administrative and operational matters.

Each party shall advise the other of changes or additions to its Authorised Representatives and their up-to-date contact details once such changes are affected.

The SMC's Primary Representative or their delegate shall be required to be available for:

- a) Mandatory site meetings with CoE's Primary Representative or their delegate as and when required or as otherwise agreed between the Parties.
- b) Monthly performance management meetings at which issues of performance standards shall be discussed and, where necessary, rectification measures shall be discussed and agreed upon.
- c) Emergency or ad-hoc meetings to address unforeseen matters that require urgent attention.

In addition to the management meetings, the SMC shall, under the management structure prescribed by CoE, as may be amended at the election of CoE or by the SMC with the approval of CoE from time to time, undertake liaison with the staff of CoE for the day-to-day management of the SM SLA, arranging monthly or ad hoc meetings, invoicing procedures and any ad hoc contractual matters that may arise in the course of the SM SLA.

RECORD KEEPING

In addition to any other obligations in the SM SLA about keeping any records, where any communication between the Parties is required to be in writing, both Parties shall retain records of such communication for the duration of the contract and for three (3) years after that.

SERVICES AT THE COMMENCEMENT DATE

Some of the Services which form part of the work shall only be required to be provided by the SMC after the issue of a Service Notice detailing the specific Services and Stations at which they must be rendered.

PHASED TRANSFER OF ASSETS TO BE MANAGED BY THE SMC

CoE shall, in its sole discretion, allocate Stations. CoE reserves the right to add or remove sites from the SM SLA based on operational requirements. The addition of any additional facilities to the contract shall be subject to the budget being allocated and the appropriate approvals being obtained to increase the Services and SM SLA budget.

Stations and any other facilities included in the SM SLA and not included in the SM services at the Commencement Date may be handed over to the SMC in a phased manner as and when CoE elects to do so. The SMC shall be responsible for providing all SM services as specified in the Service Notice, informing them of the inclusion of the SM services from the hand over date until the CoE has retaken possession of such Station or facility and contents for any reason, including the closure of a Station or facility or the termination of the contract. The rates as quoted in the Price Schedule shall be applied pro-rata.

The SMC has to recruit and train personnel per the phased transfer.

The transfer procedure of each Station shall include issuing a complete inventory by CoE and the testing by the SMC of the functionality of the Station and all equipment within the Station Precinct. In addition, a list of any agreed patent defects shall be drawn up between the Parties within the period set out in a Protocol. Where defects are noted and accepted by CoE, CoE shall be responsible for rectifying such defects, which shall be undertaken before or soon after the transfer of the relevant Station Precinct. In addition, CoE may issue a Service Notice requiring the SMC to rectify the defects.

Upon transfer of the Station Precincts, the SMC is responsible for managing and maintaining the precincts and their contents. It is recorded that upon transfer of a Precinct, not all equipment may

have been installed, and such installation may take place after the transfer date of that Precinct.

The SMC shall only become responsible for the equipment as and when it is installed and handed over. Upon installation of the equipment, the inventory regarding the relevant Station Precinct shall be amended and signed by CoE and the SMC.

Where CoE has not yet rectified a defect, the SMC shall be required to take reasonable steps to prevent further damage to such defective components until the defect is rectified.

STATIONS HAND-OVER PROCESS

CoE shall receive Stations from its service providers for commissioning to be operated as Operational Stations or to be kept as Custodian Stations through a handover process to the SMC, which date shall be deemed to be the Commissioned Date as follows:

for each Station, a list of equipment and other amenities shall be checked jointly by representatives of both the SMC and CoE.

for each item on the equipment list, the SMC shall satisfy itself as to the condition and functionality of the item and complete the details thereof on the list.

the SMC shall note the condition and functionality of each item and describe the defect or non-functionality if applicable.

if any item is in full or partly not installed, damaged or in an incomplete state of readiness, such details shall be noted on the list.

if the responsibilities of the SMC as contemplated in the SM SLA may be affected, such details shall be noted on the list, including any possible budgetary implications that shall be agreed to should these implications contemplate a deviation from the agreed budget.

in instances contemplated above, CoE, through its service providers, shall rectify the problems systematically to the accepted standard condition of readiness, which corrected condition of readiness shall be confirmed in writing by CoE, from which date the standard functionality arrangements and budget as contemplated in the SM SLA shall come into effect.

in instances during a specific financial year where Custodian Stations become Operational Stations, contemplating full operational functions to be performed, such change in status shall be notified by CoE to the SMC in writing two months before the notified Commencement Date of the status change; which date may also require an amendment to the agreed budget should such status change not have been incorporated in the annual agreed budget already. The notified Commencement Date shall then contemplate the commencement of functionality and commencement of the changed financial implications; and

for each Station where the functionality status is notified to change from a Custodian Station to an Operational Station, the Station Content and Condition list shall be completed and signed off, replacing such list that may have been signed off when the Station has been commissioned as a Custodian Station. CoE shall provide the necessary layout plans.

Upon the expiry or termination of the SM SLA, a close-out Station content and condition statement shall be drafted, reconciled, tested and signed off by both Parties.

In the case of a difference of opinion on the status or condition or confirmation or non-confirmation of the presence of any content item, the matter shall be subjected to an investigation by CoE.

MONITORING OF STATION CONTENT & CONDITION

The SMC shall monitor and register defects or faults detected on the items.

In that case, when items are damaged, missing, or found in a condition other than when they were received and checked at the hand-over date,

The SMC shall also be responsible for immediately reporting and recording all noticeable defects or damage to any part of the Stations other than normal wear and tear.

The SMC shall not be required to check the equipment, other than the air conditioning system and UPSs, that is stored or installed within the equipment room of each Station (e.g. communication links to the broader network and equipment under the control of other CoE Contractors) which is not forming part of the SM services or not accessible to the SMC.

STATIONS OPERATIONS ANNUAL PLAN (SOAP)

The SMC is to prepare and submit annually within the contract period a SOAP within the ambit of the standard functional requirements described in these General Specifications and the SMC Services Specifications detailed in this document and also indicating deviations from the standards and specifications as a result of changed circumstance and requirements that have occurred since the Commencement Date.

The SOAP shall indicate:

- a) the Operational and Custodian Stations that shall be commissioned for any given operational year, including the addition of new Commissioned Stations that may be handed over to the SMC during the financial year.
- b) the location and layout (classification) of the Stations.
- c) the required human resource (HR) capacities and cost to each deployed position, the time thereof and the allocation of operational functions to each of the staff positions.
- d) motivation/reasons for deviations from the standard SM SLA requirements and the implications of the changed measures are not put in place, including such measures that are the result of incomplete Stations or equipment that were handed over as noted and signed.
- e) a Contingency Plan in case of labour strikes and other unforeseen circumstances.
- f) strategies or procedures that shall be followed in expediting all operational functions of the SMC as contemplated in the SM Services Specifications detailed in this document.
- g) the operational functions that shall be performed on a sub-contracted basis by a third party.
- h) the measures for real-time quality control and monitoring of sub-contracted services as well as the budget(s) involved.
- i) financial management arrangements for all Station operational services.
- j) the comprehensive cost and cash flow budget taking into consideration the agreed management fees; and
- k) a lifecycle replacement plan and budget for all equipment.

PERFORMANCE MONITORING, MEASURING & REPORTING

The SMC shall monitor the execution of its functions described in the SM Services Specifications in this document. In doing so, it shall:

- a) keep relevant records and statistics and measure its performance per the predetermined performance criteria and standards.
- b) submit monthly performance reports that shall, among other things, support invoicing and payment procedures, motivation for performance deviations and summarised statistics on performance indicators; and
- c) interact with CoE in terms of the above.

The SMC's Primary Representative shall provide CoE's Primary Representative, by no later than the fifth (5th) business day of each month, with a written Monthly Performance Report about the preceding month for each Station and Station function. The extent of the Monthly Performance Report is subject to review, and CoE may elect to add or remove certain sections of the Monthly Performance Report to create a more useful report.

The Monthly Performance Report shall include:

- a) the number of personnel employed during the month in question, including the positions in which they are placed.
- b) a roster reflecting the supervisors on duty for each shift carried out during the month.
- c) the duty roster for all personnel for the current (new) month.
- d) attendance registers, which are to be signed daily by the personnel.
- e) reports on the performance and any matters relating to processes and procedures within each of the functions.
- f) all personnel-related matters, even if minor, relating to conduct, absenteeism and problematic areas, as well as the outcome of any disciplinary procedures.
- g) the condition of any maintenance areas and any maintenance defects and breakdowns, including when and to whom such defects and breakdowns were reported and their current status.
- h) any matters which the SMC wishes to draw to the attention of CoE or which, in the reasonable assessment of a prudent SMC in the position of the SMC, should be brought to the attention of CoE.
- i) readings of consumption of water and electricity at each Station recorded against the benchmark consumption for each Station and plotted against trends for previous months and the same month in the previous year (if available).
- j) copies of any documents or records that CoE's Primary Representative may request, such as payroll schedules, financial records, maintenance records, supplier invoices and the like, which may reasonably be necessary for CoE to satisfy itself with the SMC's compliance with its obligations in terms of the SM SLA.
- k) the outcome of the month's performance monitoring and penalties analysis, including all requested supporting documentation.

On request from CoE and by a reasonable date specified by CoE, the SMC shall supply any additional financial reports other than those supplied in the Monthly Performance Reports.

On request from CoE and by a reasonable date specified by CoE, the SMC shall supply any additional reports related to any functions to be performed in terms of the SM SLA other than those supplied in the Monthly Performance Report.

HUMAN RESOURCE (HR) MANAGEMENT

The SMC shall employ sufficient human resources to execute all required SM services and monitor the performance criteria and standards.

The SMC must ensure that labour required is recruited from the local communities, excluding Management and Specialised Station Services.

Suppose the SMC fails to procure the personnel from local communities. In that case, the SMC must provide written evidence of steps undertaken to comply with justifying procuring from other areas.

The SMC shall prepare and submit to CoE a Human Resources Plan (HR Plan) on an annual basis for each of CoE's financial years of the contract period. The HR Plan is required to include at least:

- a) for the first year of operation, the total staff numbers, positions, job descriptions and cost as determined per the baseline HR capacities prescribed by CoE.
- b) for subsequent financial years, the changes in HR numbers and cost considering that any deviations from the standard contract requirements of the first year of operation and reasons for deviations must be agreed upon and pre-approved by CoE before implementation.
- c) a recruitment and training programme including the strategy used for the training program. The strategy must be agreed to between the Parties, in particular, relevant training courses and on-the-job training processes.
- d) staff deployment to the respective Stations and, where applicable, the phasing of that as new Stations is put in operation and the withdrawal of staff when Stations are closed or re-assessed in terms of staff capacity requirements.

The baseline capacity requirement for each Station shall be determined by the annual HR Plan contained in the SOAP. It shall specify the exact HR allocation for each Station separately. The baseline requirement shall be applicable for the particular financial year for which the SOAP is valid, forming the basis for negotiating the annual budget.

Staff shall be recruited and employed by the SMC under the HR Plan at least one (1) month before the scheduled deployment date to allow training before deployment.

Staff training shall be executed per the training courses and program contained in the HR Plan.

CoE reserves the right to assess newly recruited and trained staff based on a set of minimum standards, qualifications and experience and may reject the deployment of such staff if found that they do not meet the required standards.

The SMC shall be responsible for training its staff, but CoE reserves the right to prescribe the training courses and present them.

The staffing structure under the SM SLA must include Executive and Senior Management and key personnel. The Executive and Senior Management shall be responsible for managing the SM SLA. Furthermore, they shall be the persons with whom CoE shall be communicating. CoE shall have the right to:

- a) require the SMC to source more suitably qualified personnel than those in its Methodology Statement for the SM SLA proposed by the SMC. This applies explicitly to supervisory and management personnel.
- b) require the SMC to replace any personnel for a good cause to do so.

Where supervisory or management personnel are replaced, the new staff member must have similar or better experience and knowledge than the person being replaced unless CoE agrees to a deviation.

Based on the HR Plan, the SMC shall compile a weekly staff roster that shall be communicated with its staff to ensure planned execution. A copy of these staff rosters shall be available at each Station.

The SMC shall be required to implement a time and attendance system for all personnel deployed at Stations. This must be in the form of biometric scanners installed at the Stations at the cost of the SMC. The SMC must use the outputs from the biometric scanners to monitor its performance. If the biometric system is not operational, a daily attendance register must be kept.

CoE (Quality Inspectors) may request the staff roster and outputs from the biometric scanners on demand for any Station.

The SMC's Monthly Performance Report should include a record of staff attendance at Stations as per the staff rosters, biometric scanners, or daily attendance registers.

The SMC shall prepare and implement appropriate personnel safety practices and control measures necessary for Stations operations' safe and adequate performance.

The SMC shall exercise oversight and supervision over its operational staff at all allocated Stations in terms of the allocated Stations' operational functions and as per the job descriptions for each position.

The SMC shall introduce quality control mechanisms and report daily on all operations functions.

The SMC shall ensure that its staff performs the allocated duties on a satisfactory level and, where and when necessary, take action in the form of disciplinary actions, further training redeployment or the replacement of staff, where applicable.

The SMC shall ensure that all personnel shall:

- a) at the time of their appointment, have no criminal record relating to a crime of violence or of dishonesty, such as theft, extortion or fraud (and, in this regard, the SMC shall provide proof to CoE on request).
- b) undergo ad-hoc polygraph testing if specifically requested by CoE.
- c) carry out their duties as instructed by the SMC.
- d) work shifts and overtime as and when required by CoE.
- e) be in a physically and mentally fit condition for employment in the relevant function.
- f) report timeously for duty to ensure that Stations are ready fifteen (15) minutes before the first vehicle arrives/leaves and to allow passengers access to the Station for boarding
- g) close the Station fifteen (15) minutes after the last bus leaves the Station to allow passengers to leave and to allow for cash-up by Cashiers.
- h) daily sign on and off duty at the starting and finishing times of shifts by using the biometric scanners.
- i) not leave their relevant posts during or at the end of a shift without being relieved or authorised by the SMC.
- j) duly record in the relevant OB Book every shift change-over, safety incident, or breach by other personnel or by passengers of the Harambee Rules, or other incidents/events.
- k) not be under the influence of intoxicating liquor or any drugs for the duration of their duty.
- l) not sleep on duty.
- m) not eat (including chewing gum) or drink whilst on duty or serving the public.

- n) when on duty, wear the prescribed Uniform, including having an identification card with a photograph and, where necessary, a raincoat or rain suit and any other protective clothing and footwear.
- o) when on duty, have a pocketbook and pen.
- p) perform all duties with due regard to the provisions of any relevant code of conduct and all legal requirements.
- q) not use social media, private phones, earphones, private radios and television sets or any devices playing sound (such as iPods) while on duty.
- r) carry out any additional functions identified by CoE from time to time.

Where CoE investigates and finds that any personnel pose a risk to the safety or security of passengers, their belongings or the property of CoE, or the reputation of Harambee, CoE may notify the SMC in writing, setting out the reasons for its belief. The SMC shall be obliged to take all steps as may be necessary, including, where appropriate, conducting an immediate investigation into the allegations and effecting the suspension of such personnel pending the finalisation of appropriate disciplinary action.

The SMC shall report to CoE on the progress and outcome of investigations and disciplinary inquiries and include all relevant details in the Monthly Performance Report.

The SMC shall interact with CoE's Quality Inspectors daily about the Station's operational activities, the conduct of its staff and resolve all possible problems that may occur.

The SMC must adhere to all applicable labour legislation and regulations in dealing with its staff.

The SMC shall take full responsibility for all labour strikes, unrest and unauthorised absenteeism of its staff. CoE reserves the right to withhold SLA payments for damages that may occur in such an event.

FINANCIAL MANAGEMENT

The SMC is to exercise comprehensive financial management and control in executing the SM services.

The SMC is to prepare annual budgets for inclusion into the SOAP, considering the fees (including management fees) agreed upon and the changes in the Station network in terms of Commissioned and Custodian Stations and any penalties that CoE may charge in terms of the SM SLA.

The SMC is to prepare and submit quarterly financial management reports within twenty-one (21) days after the end of a quarter and has ongoing interaction with CoE about any financial matter related to the SM SLA.

The SMC is to fully comply with all financial commitments and obligations towards all SM SLA employees, subcontractors performing allocated functions and service providers for all support services related to the SM SLA.

SERVICE NOTICES & PROTOCOLS

CoE shall be entitled to issue reasonable Protocols after giving reasonable implementation notice.

The SMC is permitted to suggest Protocols for consideration by CoE.

CoE shall be entitled to issue a Service Notice to vary any aspect of the SM services to meet the

Service Notice Matter requirements.

If a Service Notice is issued, any variation in Services may (but shall not necessarily) increase or decrease the Initial Total Contract Price. If there is a change in the Total Contract Price, such change shall be based on the rates in the Price Schedule.

When issuing a Service Notice, CoE shall set out the SM services, anticipated duration and other relevant details. If no duration is provided in the Service Notice, the implementation of the Service Notice shall continue until a further Service Notice is issued to terminate such implementation.

Once a Service Notice has been issued, the SMC shall, within seventy-two (72) hours of receipt of the Notice, advise the CoE of additional costs, if any, which arise as a result of the Service Notice. All Services shall be rendered at the rates contained in the Price Schedule. Where Services are not contemplated in the Price Schedule, and the Services fall within the scope of the SLA, the SMC shall follow an open procurement process to obtain at least three quotations and submit this together with a recommendation for acceptance by CoE.

CoE shall provide reasonable notice to the SMC to implement a Service Notice. Notice periods shall apply as set out in the table below. Such notice periods may be amended by agreement with the SMC. The SMC has to acknowledge that the listed notice periods may not be able to be adhered to in all circumstances (for example, where a Service Notice Matter arises due to an emergency or unforeseen occurrence).

Amendment	Service Notice Period
Planned changes to routes, timetables, Stops, or Stations;	14 Days
Scheduled events	14 Days
Personnel requirements at a Station or elsewhere	35 Days
Addition or removal of a Station or other facility (if applicable)	60 Days
Allocation or re-allocation of Stops (if applicable)	35 days starting on the 25 th day of a Month
Amendments about any other Service Notice Matters	14 Days, unless expressly stated otherwise in these General Specifications

Where CoE has issued a Service Notice, such notice shall state any amendments to the Standard Operating Procedures (SOPs).

If CoE wishes to increase or reduce the Services provided by the SMC, the overhead costs applicable to the Services shall be increased or reduced in the manner specified in the table below.

% Adjustment from Initial Total Contract Price	% relevant adjustment in overhead costs
Less than 15%	0%
15% and more but less than 25%	10%
25% and more but less than 40%	15%
40% and more	To be negotiated

Once a Service Notice or Protocol has been issued by CoE, should CoE so require, the SMC shall be obliged to implement the Services under the provisions of such Service Notice or Protocol even if the SMC and CoE have not yet reached an agreement about any aspect of the Services to be rendered or any ancillary matter, arising directly or indirectly from the implementation of such Service Notice or Protocol. Should the SMC wish to raise any dispute relating to any aspect of the Service Notice or Protocol, it shall be required to follow the processes set out in its SLA with CoE.

The SMC is to ensure that prescribed protocols and procedures as set out in these General Specifications and the SM Services Specifications detailed in this document are followed in cases of system failure or other extraordinary and unexpected circumstances that may require a deviation from prescribed standard procedures.

Within one (1) hour from the event, the SMC must communicate system failure or other extraordinary and unexpected circumstances that may require a deviation from prescribed standard procedures with the TMC to activate the deviation procedures and protocols and to be communicated to operational personnel. The activated reactions to incidents must be monitored continuously until the situation has normalised. The incident must also be recorded in the regular management reports submitted by the SMC.

ISO 9001 ACCREDITATION

CoE shall conduct annual audits on the Business Management System of the SMC. Penalties may be levied retrospectively based on the findings of such an audit. Though it is not a requirement for the SMC to be ISO 9001 accredited, CoE shall perform the audit generally per ISO 9001 and in line with the additional requirements and provisions of the SM SLA. Therefore, it is strongly advised that the SMC implements its Business Management System with the consideration of ISO 9001 or that the SMC seeks accreditation accordingly.

Whether or not the SMC is ISO 9001 accredited, the SMC is to have a QMS in place approved by CoE, as committed in the SMC's Methodology Statement.

ACCESS TO INFORMATION

One of CoE's Authorised Representatives shall, at all reasonable times and on not less than 24 hours prior notice to the SMC, be given such access to the auditors of the SMC and books of account and financial statements relating to the SM SLA. In addition, CoE's Authorised Representatives shall be entitled to make copies of any relevant documents and records of the SMC.

To assess the SMC's compliance with its obligations in terms of the SM SLA, the Employers Representatives shall be entitled, in addition to the foregoing and with no prior notice, to carry out spot checks during operational hours at any Station Precinct or CoE-owned facility managed by the SMC or at any other premises from which the SMC operates in connection with the SLA, for, amongst other things, to verify any records of the SMC, including, but not limited to, monthly salary schedules of personnel, attendance registers of personnel, receipts in respect of payments made, and any other records of the SMC.

Suppose the SMC renders the Services in addition to operating other businesses. In that case, the SMC shall account for the Services' finances in terms of the SM SLA separately and in a ring-fenced manner.

The SMC shall be obliged to notify CoE in writing of any change in BBEEE Status, ownership, shareholders, directors, executive or senior management or, where applicable, the portfolios they hold in the SMC and any of their shareholders within two weeks of any such change.

CO-OPERATION AMONGST CoE CONTRACTORS

Where interaction between the SMC and any other CoE contractors is required for the efficient and effective execution of the Services, the SMC shall take reasonable steps to formulate the necessary operating procedures and practices by agreement with the other SMC(s).

The SMC shall require access to spaces occupied by other contractors in executing the SM services. In such instances, the SMC shall agree to the operating procedures and practices to be followed with the affected contractors and shall ensure that these operating procedures and practices are followed.

Should the SMC and the other contractors disagree on the operating procedures and practices, the SMC shall request CoE to issue a Protocol to regulate their interaction in this regard and propose provisions of such Protocol.

CoE shall be entitled to, at any time, issue Protocols that describe how CoE contractor(s) shall interact and work together. The SMC shall be obliged to follow such Protocols, which shall supersede any Protocols that the SMC and CoE contractors may have agreed upon in a conflict.

In the event of a dispute between the SMC and any or all of the CoE contractors about its BRT services, the SMC shall provide its fullest cooperation and take all reasonable steps to resolve the dispute within three (3) business days of the dispute having arisen, or where such dispute interrupts any of the Services, forthwith upon the dispute has arisen. Should the dispute fail to be resolved in the time frames provided, the dispute shall be referred to CoE for resolution under such procedures as CoE may decide. Any of the parties to the dispute shall have the right to appeal the decision of CoE within five (5) business days of receipt of CoE's decision.

PAYMENT

CoE shall pay the SMC to render the SM services provided in the SM SLA.

By no later than the tenth (10th) Business Day of every month, the SMC shall submit a monthly invoice to the CoE. CoE shall make payment within thirty (30) days of receiving an error-free invoice and supporting documentation.

SMC's monthly invoice shall be for the Actual Monthly Contract Price, which is to be calculated as follows:

- a) the projected monthly contract price for the previous month (i.e. the month in question), as adjusted by the cost implications of any Service Notices issued.
- b) less any amounts in respect of SM services not rendered during the previous month.
- c) plus, the value, as set out in the Price Schedule or as agreed, for any additional ad-hoc SM services of temporary duration performed during the previous month in respect of which CoE issued a Service Notice.
- d) any adjustments to the previous invoice.
- e) less adjustments in terms of Performance Evaluation.
- f) less any deductions arising from the imposition of penalties.
- g) less any further deductions which CoE is entitled to make in terms of the SM SLA; and
- h) any VAT in respect of any of the above amounts.

The monthly invoice shall be accompanied by a report ("Monthly Invoice Report") which shall set out:

- a) details of the SM services that were required to have been rendered and were rendered for the previous month and the prices of such SM services calculated under the Price Schedule.
- b) details of any SM services that were required to have been rendered and were not rendered during the previous month and the prices of such Services calculated under the Price Schedule.
- c) the updated portions of the Price Schedule reflecting the cost adjustments arising from the SM services rendered during the previous month according to a Service Notice together with the date of such update.
- d) details of any additional SM services rendered.
- e) details of any Maintenance and Repairs for which the SMC is charging.
- f) details of and reasons for any adjustments and any deductions arising from the imposition of Penalties; and
- g) all expenses against Provisions and Contingencies.

All expenses against Provisions and Contingencies shall be accompanied by such supporting documentation and proof as may be reasonably required by CoE.

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

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.

INSURANCE AND INDEMNIFICATION

The bidder is to indemnify the CoE against any court or civil actions resulting from the management of illegal land and buildings invasion, demolition of structures and disconnection of illegal electricity connections. The indemnity shall cover stolen material and household contents, damaged property and possible loss of life.

- 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 be insured 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 reputable 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 the 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 in the level of such insurance shall be entirely at the discretion of the Service Provider.
- Insurance cover will include but not limited to Contractors All Risks Insurance and Public Liability Insurance. Service Provider will present Certificates of Insurance to CoE (Risk Management Department) before 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.
- If 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.

- In addition to any insurance required to be held by the Contractor in terms of the

Compensation for Occupational Injuries and Diseases Act, (Act No 130 of 1993) the service provider must be fully insured against all accidents, loss or damage arising out of the condition or operation of the vehicles or execution of any work, including third party risks in the form of public liability insurance to the value of R 3, 000, 000-00 per occurrence and proof must be provided within 14 days after notification of award.

- The level and adequacy of insurance are the responsibility of the Service Provider and therefore the public liability of the Service Provider is not limited to R 3, 000, 000-00.
- The level of insurance shall be kept under review by the Service Provider, on an annual basis to ensure adequacy, provided that any variation in the level of such insurance shall be entirely at the discretion of the Service provider.
- The fact that the Service Provider has procured insurance to the limit of R3, 000,000-00, per occurrence shall in no event be construed as limiting any claim that CoE may have against the Service Provider nor shall the limits applicable to such insurance constitute a limitation of the quantum of any claim that CoE may have against the Service Provider.

NAME OF BIDDING ENTITY

FORM "J"

CITY OF EKURHULENI

CONTRACT NUMBER: A-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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

CONTRACT NUMBER: A-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN THE CITY OF EKURHULENI (COE) ON AN AS-AND-WHEN-REQUIRED BASIS FROM DATE OF AWARD UNTIL 30 JUNE 2029

SCHEDULE OF PRICES

SECTION A: Fixed Monthly Management Fees

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT RATE	ESTIMATED QUANTITIES	TOTAL AMOUNT (EXC VAT)
A1	Station Manager / Project Manager	Month		30	
A2	Security Manager	Month		30	
A3	Contract & Operations Coordinator	Month		30	
A4	Compliance & Stakeholder Relations Officer	Month		30	
A5	Health, Safety & Quality Officer	Month		30	
A6	Procurement & Contract Administration Officer	Month		30	
A7	Administrative Support	Month		30	
SUB-TOTAL					

SECTION B: OPERATIONAL & SUPPORT COSTS (FIXED)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT RATE	ESTIMATED QUANTITIES	TOTAL AMOUNT (EXC VAT)
B1	LDV / Bakkie (including fuel, maintenance, insurance)	Per Km		30	
B2	Communication & IT Systems (phones, radios, reporting tools)	As per the work done		30	
B3	Office & Administrative Overheads	Month		30	
SUB-TOTAL					

SECTION C: PROVISIONAL SUMS – SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT RATE	ESTIMATED QUANTITIES	TOTAL AMOUNT (EXC VAT)
C1	Cleaning Services (to be contracted)	Provisional Sum		1	
C2	Maintenance Services to be contracted)	As per the work done		1	
C3	Security Services (to be contracted)	Provisional Sum		1	
SUB-TOTAL					

SECTION D: ONCE-OFF

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT RATE	ESTIMATED QUANTITIES	TOTAL AMOUNT (EXC VAT)
D1	Mobilisation & Site Establishment and Site Activation (per station)	Once-off		1	
SUB-TOTAL					

SUMMARY OF PRICING

SECTION	TOTAL AMOUNT (EXC VAT)
SECTION A: SALARIES	
SECTION B: OPERATIONAL & SUPPORT COSTS (FIXED)	
SECTION C: PROVISIONAL SUMS – SERVICES	
SECTION D: ONCE-OFF / AD-HOC COSTS (AS AND WHEN REQUIRED)	
SUB-TOTAL	
15% VAT	
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	Clause 4(7)(b) of NBCPSS Main Agreement	R8 184,00 R39,35	R7 607,00 R36,57	R7 003,00 R33,67	PROMULGATED SALARY Hourly equivalent wage (NOT FOR SALARY CALCULATION)
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 (7eliever) (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	R172,50 Per month	R258,75	R258,75	R258,75	
Provident fund	7,5 % of Fund Salary	R920,70	R855,79	R787,84	
COID/WCA	2,65 % of remuneration	R502,80	R467,92	R431,40	
Bargaining Council Levy	7 Rand	R10,50	R10,50	R10,50	
PSIRA "per SO" fee	4 Rand (average) R3 000,00 Rand p/p p.a	R6,00	R6,00	R6,00	
Sets of uniform		R375,00	R375,00	R375,00	
Training (Skills Development Levy)	1 % of remuneration (SDL)	R189,74	R176,57	R162,79	
Cleaning	32 Rand p/m	R48,00	R48,00	R48,00	
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 :

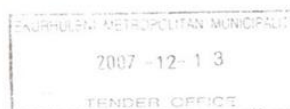
REGISTERED AND ACTIVE EMPLOYEES

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			



APPROVED: SIGNATURE



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 SAME TO THE AUTHORITY FOR ITS RETRIEVAL.

PLEASE NOTE:

- **PLEASE NOTE THAT THE ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY**
- **THIS BID WILL BE AWARDED TO ONE SERVICE PROVIDER**

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).

The Department will address and manage scenarios in which a bid exceeds the prevailing market rate for salaries through a comprehensive market analysis and evaluation process to ensure cost-effectiveness, fairness, and compliance with applicable supply chain management principles. This process will include the following measures:

1. Conduct a detailed benchmarking exercise against industry salary standards, public sector remuneration frameworks, and comparable market rates within the relevant sector and geographical area.
2. Comparing the proposed salary structures with historical contract data, similar projects, and prevailing labour market trends to determine whether the rates are reasonable and justifiable.
3. Requesting the bidder to provide detailed supporting information and motivation for the higher salary rates, including scarce skills considerations, specialist expertise, statutory requirements, or operational complexities associated with the service.
4. Evaluating whether the proposed rates are aligned with the scope of work, required qualifications, experience levels, and industry norms applicable to the contract.
5. Engaging in price negotiations, where permissible, to obtain more competitive and market-related pricing without compromising the quality of service delivery.
6. Consulting relevant industry bodies, regulatory frameworks, collective agreements, or labour determinations where applicable to validate acceptable remuneration ranges.
7. Assessing the overall value for money offered by the bid, including service quality, technical capability, experience, and operational efficiency, rather than considering salary rates in isolation.
8. Where the rates are found to be unjustifiably inflated and not supported by market analysis or operational requirements, the Department may deem the pricing unreasonable and proceed in accordance with the applicable procurement policies and evaluation criteria.
9. Maintaining proper records of the market analysis, benchmarking outcomes, and evaluation process to ensure transparency, accountability, and audit compliance throughout the procurement process.

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 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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-RT 02-2026

THE APPOINTMENT OF A STATION MANAGEMENT CONTRACTOR (SMC) TO PROVIDE STATION MANAGEMENT SERVICES (CLEANING, SECURITY, AND MAINTENANCE) AT HARAMBEE BUS STATIONS WITHIN 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.....