



**DITSOBOTLA LOCAL MUNICIPALITY**  
**TENDER NO: DLM/MM/SECU/SCM/23/2019/2020**

**PROVISION OF A 24 HOURS SECURITY SERVICES AT THE DLM OFFICES, WATER RESERVOIRS, HALLS, STADIUMS, LIBRARIES AND WORKSHOPS WITHIN DITSOBOTLA LOCAL MUNICIPALITY FOR A PERIOD OF TWO (2) YEARS**

**NAME OF BIDDER** : .....

**ADDRESS OF BIDDER** : .....

**TEL NUMBER** : .....

**FAX NUMBER** : .....

<b>ISSUED BY:</b>
<b>Supply Chain Management Unit</b>
<b>Ditsobotla Local Municipality</b>
<b>Cnr. Transvaal &amp; Nelson Mandela Drive,</b>
<b>LICHTENBURG</b>
<b>P. O. BOX 7</b>
<b>LICHTENBURG , 2740</b>
<b>Tel: [018] 633 3800</b>
<b>Fax: [018] 632 5247</b>

**CLOSING DATE: 08 June 2021 AT 12:00PM**

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## **LIST OF RETURNABLE DOCUMENTS**

1. CSD Registration Summary Report with Tax Complaint Status
2. Company registration certificate
3. Certified copy of ID of director/ directors of the company
4. Original valid B-BBEE certificate or certified copy
6. Grade A or B for the Owner of the Company
7. Valid certified of PSIRA registration of the owner
8. Valid certified of PSIRA registration of the Company
9. Letter of good standing from PSIRA not older than 1 month( 1 month from the closure of the bid)
10. Valid, certified COIDA Certificate
11. Certified copy of Unemployment Insurance Certificate
12. Private Sector Security Provident Fund Certificate (pension fund whereby both the employer and employees contribute 7.5%)

### **NB:**

- 1) **Joint Ventures must submit VAT Registration certificate of the joint venture after the award**
- 2) **Certified copies must have a date of certification and should be not older than 3(three) months(should the copy not have the date of certification the tender will be regarded as non-responsive)**
- 3) **Only original stamp and signature will be accepted.**
- 4) **Copy of a certified document will be considered non-responsive**

## **BID REQUIREMENTS**

- 1. Late bids will not be considered. Please note that bids are late if they are received after the closing date and time.**
- 2. Bids will be valid for 90 days.**
- 3. All bid prices must be quoted in South African currency.**
- 4. All relevant forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorised official. Use of tipex and pencil will not be acceptable.**



# Ditsobotla

☎018-633 3800 – 633 3999  
Faks/Fax: 018-632 5247

Plaaslike Munisipaliteit  
Local Municipality

✉7  
Burgersentrum/Civic Centre  
Dr Nelson Mandela Rylaan/Drive  
Lichtenburg 2740

## NOTICE OF TENDER

### PROVISION OF A 24 HOURS SECURITY SERVICES AT THE DLM OFFICES, WATER RESERVOIRS, HALLS, STADIUMS, LIBRARIES AND WORKSHOPS WITHIN DITSOBOTLA LOCAL MUNICIPALITY FOR A PERIOD OF TWO (2) YEARS.

Technical inquiries about the tender may be addressed to Mr L Chinion at email: lesleychinion27@gmail.com or Telephone No.082 063 6436 / Ditsobotla Local Municipality, P O Box 7, Lichtenburg, 2740.

Inquiries regarding bidding procedures may be directed to Mr. BD Dube at email address tshididube@gmail.com.

Before submitting his/her tender, the tenderer shall fully acquaint himself/herself with all conditions and circumstances such as the nature of this contract, the special conditions of contract and all risks, matters and circumstances that could possibly influence his/her tender or have a bearing on the contract, and the tenderer shall accept full responsibility for the correctness and sufficiency of his tender.

#### TENDER DOCUMENTS

Tender documents will be available on e-tender ([www.e-tender.gov.za](http://www.e-tender.gov.za)).

#### CLOSING TIME AND PLACE

Tenders, completed as prescribed, shall be sealed in an envelope marked "TENDER NUMBER : **DLM/MM/SECU/SCM/23/2019/2020: PROVISION OF A 24 HOURS SECURITY SERVICES AT THE DLM OFFICES, WATER RESERVOIRS, HALLS, STADIUMS, LIBRARIES AND WORKSHOPS WITHIN DITSOBOTLA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS** " deposited in the tender box at the **Ditsobotla Local Municipality, Cnr Transvaal & Nelson Mandela Drive, Lichtenburg, 2740, First Floor, Room 12** to reach its destination not later than **12h00pm on 08 June 2021**, when the tenders shall be opened in public.

A compulsory tender briefing shall be held on **28 May 2021 at 10H00am** at the Ditsobotla Local Municipality Council Chamber,

The attention of tenderers is specifically drawn to the specific conditions of contract and the project specifications issued with the tender documents.

Bids will be adjudicated according to the Preferential Procurement Regulations 2017 using 80/20 points system. The municipality reserves the right to appoint one service provider.

This tender is valid for (90) ninety days

*Signed*

**MR. R.I MOTLHABANE**  
**ACTING MUNICIPAL MANAGER**

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DITSOBOTLA LOCAL MUNICIPALITY**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

**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

**Cnr Transvaal & Nelson Mandela Drive, Lichtenburg, 2740, First Floor, Room 12**

**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:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE <b>IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>	<b>TOTAL BID PRICE</b> R
<b>SIGNATURE OF BIDDER</b> .....	<b>DATE</b>
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>	

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
DEPARTMENT	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **DEFINITIONS**

- 1.1. "Contract" shall mean this contract including any annexure duly attached hereto, offered by the Service Provider and formally accepted by the Client,
- 1.2. "Date of signature" shall mean the upon which this contract is signed by the party signing last,
- 1.3. "Effective date, shall mean the date of signature of this contract which is then the date on which this contract shall have taken effect,
- 1.4. "Confidential Information" shall mean all confidential or proprietary information and documentation including terms and conditions of this contract,
- 1.5. "The services" shall mean the product offered by the Service Provider and accepted by the client as per this accepted proposal,
- 1.6. "Termination Date" shall mean the date on which this contract is terminated by either of the Parties, as provided for in this contract, or otherwise and
- 1.7. "VAT" shall mean value added tax as levied in terms of the value Added Tax Act no 89 of 1991
- 1.8. "Days" is the calendar days.
- 1.9. "Security Service Provider is a person who provides the service as required.



## **ABBREVIATIONS**

1. PSIRA Private Security Industry Regulatory Authority
2. SASSETA Safety and Security, Security Education & Training Authority
3. SSA State Security Agency
4. SAPS South African Police Services
5. AFSA Arbitration Foundation of Southern Africa
6. CPA Criminal Procedure Act
7. VAT Value Added Tax
8. COIDA Compensation for Occupational injuries and Diseases Act
9. BBBEE Broad Base Black Economic Empowerment
- 10.ID Identity Document
- 11.DLM Ditsobotla Local Municipality
- 12.HQ Head Quarters



**DESCRIPTION: PROVISION OF A 24 HOURS SECURITY SERVICES AT THE DLM OFFICES, WASTE WATER TREATMENT WORK, WATER RESERVOIRS FIRE SERVICES WITHIN THE DITSOBOTLA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.**

## **TERMS OF REFERENCE**

### **BACKGROUND**

Ditsobotla Local Municipality invites proposals from potential service providers for rendering of **armed and unarmed** security services to Ditsobotla Local Municipal assets for a period of 36 months (3 years). The relevant grading for this project is **GRADE C** of security personnel.

### **SCOPE OF WORK**

- The scope of work for this project is rendering of security services to the Municipal assets includes the following primary duties:
- 24 hours armed, unarmed guarding and protection of all municipal property assets, personnel and visitors.
- Patrolling services – inspection rounds and patrols
- Manning of access control on entrances and exit points
- Screening by determining if a person is a legitimate visitor and if his/her reason for visiting the premises is a valid one. During the process, you must establish the authenticity of a person's identification document (ID).
- Escorting visitors to ensure employee and municipal assets safety (security personnel must remain in the vicinity of the visitor until he/she reaches the destination and where necessary until he/she leaves the premises)
- Searching of all vehicles leaving and /or entering the premises i.e. no vehicle should leave municipal premises (offices, plant and reservoir) with goods without any proof of authorisation or delivery note from the relevant organisation/department;
- Registering all visitors entering all municipal premises (visitors' register must be compiled for every visitor and the register must require full particulars of the visitor, visitor's registration and address)
- Recording of occurrences daily
- Inspection of municipal vehicles and Security Service Providers' vehicles leaving and entering the municipal premises.
- Reporting of any security breaches and violations
- Supervision of all the above activities

## PRICING SCHEDULE

The offer to be valid for 90 days from the closing date of the tender.

Kindly attach own quotation

Area	Description	Grade	No of guards	Shifts	Amount per shift	Total
<b>Coligny</b>	Coligny water works x2	C	2	Day shift		
		C	4	Night shift		
	Coligny municipal office	C	2	Day shift		
			2	Night shift		
<b>Boikhutso</b>						
	Boikhutso library	C	1	Day shift		
	Stadium	C	1	Day shift		
			2	Night shift		
	Reservoir	C	1	Day shift		
		C	2	Night shift		
<b>Biesiesvlei</b>						
	Municipal office	C	1	Day shift		
			2	Night shift		
<b>Blydeville</b>						
	Stadium	C	1	Day shift		
			2	Night shift		
<b>Itsoseng</b>						
	Municipal office	C	1	Day shift		
		C	2	Night shift		
	Community hall	C	1	Day shift		
		C	2	Night shift		
<b>Lichtenburg</b>						
	Civic centre	C	6	Day shift		
		C	2	Night shift		
	Magasyn	C	1	Day shift		
		C	2	Night shift		
	Electrical/Mechanical	C	1	Day shift		
		C	2	Night shift		
	Library	C	1	Day shift		
	Community service	C	1	Day shift		
	Dieretuin	C	2	Day shift		
		C	6	Night shift		
	Water works	C	1	Day shift		
		C	2	Night shift		
	Agricultural museum	C	2	Day shift		
		C	4	Night shift		
	Town hall/ Old Clinic	C	2	Day shift		
			2	Night shift		
<b>Testing</b>						
	Testing	C	1	Day shift		
			1	Night shift		
<b>Licencing</b>						
	Licencing	C	1	Day shift		
			1	Night shift		
<b>Bouncers</b>						
	Bouncers		10	Day Shift		
<b>Total</b>			70			

**NB:**

- 1) Bidders must bid for all the sites, failure the bidder will be regarded non responsive.**
- 2) Mark-up stays the same until the end of the contract.**
- 3) Price must be in line with PSIRA rate, if not consider your bid non-responsive.**
- 4) Ten (10) bouncers are as and when required in case of emergency.**

## EVALUATION CRITERIA IS 80/20

Points for price is 80 and for BBEE it's 20 points.

### FUNCTIONALITY

	WEIGHT
<b>Similar experience with references (letter from the previous employer in the official letterhead and duration of the contract)</b>	
Four References	30
Three References	25
Two References	15
One Reference	10
<b>Vehicles registered in the name of the owner or company (NB: Attach registration certificates)</b>	
More than ten vehicles	20
More than five vehicles	10
<b>Below five vehicles no points</b>	
<b>Firearms with valid licenses under the name of the company</b>	
At least ten firearms	20
<b>Less than thirteen firearms the bidder will receive no points</b>	
<b>Communication Radios (NB: Bidder to attach lease agreement from the service provider and letter from ICASA)</b>	
<b>NB: 1) If you own radios, proof to be submitted</b> <b>2) If you don't own the radios, lease agreement to be submitted</b>	
<b><u>BOTH</u> letter from ICASA and serial numbers of the radios should be submitted, if only one is submitted the bid will be regarded non responsive.</b>	
At least ten communication radios	10
<b>Less than ten radios the bidder will receive no points</b>	
<b>Torches</b>	
At least 28 Torches	5
<b>Less than 28 torches the bidder will receive no points</b>	
<b>Batons</b>	
At least 28 Batons	5
<b>Less than 28 batons the bidder will receive no points</b>	
<b>Handcuffs</b>	
At least 28 Handcuffs	5
<b>Less than 28 handcuffs the bidder will receive no points</b>	
<b>Hand held metal dictator scanners</b>	
At least 3 Hand held metal dictator	5

scanners	
<b>TOTAL</b>	<b>100</b>

**NB: Required minimum threshold on functionality is 70 points, all bidders that score below the required minimum threshold will not be evaluated further on price and BBEE.**

**NB: There will be no physical verification on batons, torches, handcuffs and hand held metal dictator scanners. The Municipality will rely on the information provided by the bidders.**

## **SPECIAL CONDITIONS OF THE CONTRACT**

### **1. DELIVERABLES**

1.1 The purpose of access control is to prevent the unauthorized access and egress of person/vehicles and the bringing in of any dangerous objects onto the DLM/premises in order to ensure the safety and security of persons, the property, assets and buildings.

1.2 The security officers should exercise control over the removal of the DLM property and prevent the unauthorised or forced removal of such property,

1.3 Assist the Mayor, Councillors, including Staff, visitors and clients in the handling of emergencies and evacuate persons from the premises to safety. To prevent illegal occupation and vandalism of the DLM premises.

1.4 The above-mentioned services require.

**During** patrols the security officers must take notice of any irregularities (such as unauthorised persons trying to obtain access and/or persons trying to or already committing theft, vandalism or any other crime) refer Criminal Procedure Act, 51 of 1977, make an entry in the occurrence book and report it to his/her supervisor for further handling, or call for further assistance by way of telephone, radio or other suitable supplied communication device.

1.5 Security breaches must be noted in the occurrence book and reported to the Sites Supervisor. All incidents must be reported to Municipal Security Manager and/or his/her duly authorised representative.

### **2 COMPLIANCE WITH STANDARDS**

2.1. The norms/quality of the security service to be rendered must be in accordance with acceptable standards of the security industry (i.e. PSIRA Act). It is the responsibility of the security service provider to see to it that personnel in his/her service meet the requirements at all times.

2.2 All possible steps shall be taken by the Security Service Provider to ensure that the contract/intended execution of the contract will take place. These steps include, inter alia, the following:

- i) The protection of property, persons at the intended sites and;
- ii) The protection of officials ,employees visitors Security Service Providers against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act,1977 (Act 51 of 1977) on the site and
- iii) The protection of information.

2.3. The Security service provider must provide the security personnel registered with PSIRA as required for the successful rendering of service, as follows:

- i) Security Officer, Grade B – Site Area Manager
- ii) Security Officer, Grade C – the security officers who shall execute the access control Security services at DLM HQ and its peripheral Premises.

2.4. For purposes of this contract, the Security Service Provider shall, in order to ensure the continuity of the service to be rendered, allocate personnel to the specified sites.

2.5. Exchange of any security personnel may only be executed with prior consent of the Municipal Security Manager and/or his/her duly authorized representative.

### **3 GENERAL REQUIREMENTS PERTAINING TO AREA MANAGER AND SECURITY OFFICERS**



3.1 Area Manager and security officers must have undergone and passed formal security training as per PSIRA and SASSETA requirements.

3.2 At all times Area Manager and security officers must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending people.

3.3 Area Manager and security officers must at all-times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staffed etc or discourteous behaviour towards them.

3.4 Area Manager and security officers must be physically healthy and medically fit for the execution of their duties.

3.5 Area Manager and security officers must be registered as per PSIRA requirements.

3.6 Area Manager and security officers must sign an undertaking in which they declare that they will refrain from any act or omission which may be to the detriment of the Municipality.

3.7 Area Manager and security officers are prohibited from reading municipal documents or records except when in line of duty.

#### **4 SERVICE AND SECURITY AIDS TO BE IN THE POSSESSION OF THE OFFICERS AT ALL TIMES WHILE ON DUTY.**

4.1 A neat and clearly identifiable uniform, which will include matching raincoats and overcoats.

4.2 A clear identification card of the Security Service Provider with security officer's photo, name and Psira number on it, and should be worn on his/her person at all times whilst on duty.

4.3 Service and security aids are to be in the possession of the officers at all times while on during duty, such as:

- Pocket Book
- Pen (Black and Red)
- Radio (where applicable)
- Fire arm and handcuffs (where applicable)
- Hand held scanners (where applicable)
- Batons, torches, hand cuffs and hand held metal dictator scanners (where applicable)

4.4 The Security Service Provider must ensure that serviceable and service security aids are available at all times at each site where he/she renders a security services in terms of this contract.

4.5 The Security Service Provider must have a well-established and equipped (24) hour operational security control room.

**NB. FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN THE BRIGADE OF THE CONTRACT WHICH MAY RESULT IN THE TERMINATION OF THE CONTRACT.**

## **5. SECURITY SERVICE PROVIDERS RESPONSIBILITIES**

- 5.1. Oversees all security activities performed by security personnel.
- 5.2. Handles all problems experienced by security personnel on site.
- 5.3. Attends to and resolve all problems regarding the administration and human resources of security officers such as payment problems, social difficulties, challenges etc.
- 5.4. Ensures that there is always adequate serviceable security equipment required on site according to the specification.
- 5.5. Be involved in any security operational projects and manage special events from Security Service Provider's responsibility sphere.
- 5.6. Ensure that Security Officers are given continuous training.
- 5.7. Liaises with the Municipal Security Manager and/or his/her duly authorized representatives.
- 5.8. Shortage of security officers should be recorded in the occurrence book by the supervisor and the Municipal Security Manager and/or his/her duly authorized representative informed thereof. Any shortage of security officers will not be acceptable for two or more consecutive days.
- 5.9. Ensure that Security Service Provider's security staff is familiar and knowledgeable on how to handle emergency situations.
- 5.10. Ensures that registers are clean, neat, legible and updated at all times.
- 5.11. No information concerning Municipal activities may be furnished to the public or news media by the Security Service Provider and his/her employees.

- 5.12. Holds,
- Weekly meeting with his/her Area Manager
  - Fortnightly meetings with Area Manager and company directors
  - Monthly meetings with Security personnel
  - Quarterly meetings with Security Management and Municipal Security Manager
- 5.13. Ensures that all security staff understands the needs and expectation of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the Municipality.
- 5.14. Ensure that all security staff understands the principle of Batho Pele and apply it throughout.
- 5.15. The security Service Provider must provide adequate security personnel as required by the Municipality for the successful rendering of security services on a 24 hours basis throughout the contract.
- 5.16. Ensure that security personnel present themselves well to the members and to the public and cooperate with the Municipality permanent security staff.
- 5.17. The Security Service Provider will be held liable for any damages or loss suffered by the Municipality, as a result of the Security Service Provider's own and/or his/her employees' negligence or intent, which originated on the sites.
- 5.18. The Municipality shall not be liable for any loss or damage of any nature to any of the Security Service Provider's properties or any items kept at the DLM HQ and peripheral offices, even in cases where the loss originated as a result of negligence or intent on the part of the Municipality.
- 5.19. The Municipality is indemnified against any loss, expenses or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and Municipality costs, that may be instituted against or incurred by the Security Service Provider, and which arise from or are the result

of any act or connection with the execution of the services in terms of this contract which may result in the following cases:

- a) Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
- b) Damages to or destruction of any equipment or property of the Security Service Provider during the execution on their duties.
- c) Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include:
  - i) Illicit frisking, arrests and other illicit or wrongful deeds. The Security Service Provider shall be notified in writing of the particulars of each claim he is liable for.
- d) The Security Service Provider must, at his own expense, take out sufficient insurance cover against any claims, costs, loss and / or damage ensuing from the obligations and he/she must ensure that such insurance remains operative for the duration of this contract.
- e) A copy of such insurance contract shall be handed to the municipal representative fourteen (14) days prior to the commencement of the service, failure to provide such may lead to summarily termination of the contract.
- f) The Security Service Provider may not, unless otherwise specified, make use of any of the Municipal's equipment, aids and /or property, for purposes of compliance with the conditions of this contract.
- g) The Security Service Provider is responsible for the training of his/her personnel at the sites in respect of the application of the specification with regard to the job requirements and the emergency plan applicable for the specific sites.

- h) The Security Service Provider's personnel must at all times refrain from littering and must at all times keep the grounds occupied by them clean, hygienic and neat. The Security Service Provider shall, at the end of each shift, remove any litter caused by security officers.
- i) Under no circumstances are security personnel allowed to carry on any trading within the DLM sites.
- j) The Security service Provider shall not erect or display any sign, printed matter, paintings, nameplates, advertisement, articles or objects of any nature whatsoever, in, or against DLM HQ buildings or any part thereof without written consent from the Municipality.
- k) Any sign, printed matter, printing, nameplate, advertisement, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed by the Municipality and the Security Service Provider shall be penalized.

## **6. SECURITY OFFICERS RESPONSIBILITIES**

- a) Practice access control procedure in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).
- b) The Security Officers shall be responsible for the protection of Mayor, Councillors, Staff, clients and property on site, and the protection of the said property against theft, fire, including offences referred to in schedule of the CPA, (Act 51 of 1977) and vandalism.
- c) Protect Municipal information against any espionage and/or leakage thereof.
- d) Controlling or reporting on the movement of persons or vehicles through checkpoints and/or gates.

- e) Conduct searches on the receipt or bringing in of goods into the premises and to require removal permits to verify authorization in this regard.
- f) Patrol the premises of the Municipality.
- g) Respond to emergency situations.
- h) Ensure that security registers are up to date and kept legible and neat at all times.
- i) Escort employees who carry/transport valuable assets within the municipal premises and also be expected to escort visitors to their various destination within the municipal premises.
- j) Security Officers are prohibited to read any newspapers any private or any official documents not directly related to the execution of their duties.
- k) Security Officers found guilty of any offence shall be removed by the Security Service Provider from the applicable site immediately and be replaced by a competent and suitable security officer. The Municipality reserves the right to request the immediate removal of security officers who neglects their duties.
- l) Security Officers should avoid any conflict with staff members or members of the public.
- m) Security Officers shall report any lost and found articles and goods to the Municipal Security Manager and/or his/her duly authorized representative.
- n) Security Officers who are under the influence of any intoxicating substance must not be allowed on site.
- o) Act as an emergency officer during emergency situations until the arrival of Municipal security personnel and/or representatives.

## **7. RIGHT AND OBLIGATION**

7.1 In order to safeguard the premises and/or vehicles and the contents thereof as well as the people therein or thereon the Security Service Provider must do this by the application of the Control of Access to Public Premises and Vehicles Act 53 of 1985.

7.2. Whilst conducting access the employees of the security service provider must ensure that:

- a) No property of the Municipality is removed from the premises without a proper letter of authorization (Removal Permit) issued and signed by a person duly authorized by the Municipality.
- b) No official vehicle (or rented vehicle) of the Municipality may be removed from the premises without a properly signed and completed Vehicle Removal Register by the driver of such vehicle.
- c) All dangerous weapons. E.g. Fire arms (brought in the premises) must be declared and handed in for safekeeping (as a condition for entrance) at security against signature.
- d) No staff member and/or visitor enter the premises after hours without proper permission by the Municipality Security Policy and/or the Municipal Security Manager and/or his/her duly authorized representative.

## **8. ADMISSION, CONTROL REGISTER AND FORMS**

### **8.1. Occurrence Books at the DLM HQ and other peripheral Premises**

Purpose: The purpose of the occurrence books is to give an overall account of activities and inspections of the security officers and Area Manager as well as incidents that occurred at the Municipal site.

8.2. Compulsory Occurrence-Book Entries: The security personnel on duty must make the following entries in the occurrence books.

8.2.1. All listed routine procedures such as patrols undertaken, handing-over of shifts, etc. The procedures followed must be mentioned, by whom and the time of commencement. These entries must be made clearly legible, in black ink.



8.2.2. All occurrences must be described with regard to the time of the occurrence and/or discovery thereof, the correct times involved and relevant actions taken such as:

- a) The issue and/or receipt of keys, indicating the time and by whom they were received or delivered.
- b) The unlocking of doors or gates, indicating the time and by who locked or unlocked.
- c) All security personnel activities, especially deviations.
  
- d) The handing-over of shifts by mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing-over must sign the entries personally.
  
- e) Reading of occurrence Book: After the taking-over of shifts, the Security Officers must make an entry declaring that they have read the occurrence-book in order to acquaint themselves with events that occurred during the previous shift and/or ongoing events or incidents.
  
- f) All visits by the Area Manager and Top Management of the security Service Provider: These entries must be done in red ink indicating date and time.
  
- g) The Municipality shall pass on in writing all necessary changes and/or additional request in respect of the rendering of the service.

**NOTE:** Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid, deleted, rectified or continued by copied entries etc. It shall only be crossed out by a single line and initialled next to the incorrect part.

h) Storage of Occurrence Books: The Security Service Provider shall hand over completed occurrence books to the Municipality which shall remain the Municipality's property.

i.) Information Book

Purpose: To inform the Security Officers of any additional information applicable to the duties of the Security Officers. (This book will be supplied by the Municipality).

j) Visitors Register: (“Entry Control for Visitors or Vehicles”).

Purpose: To record the detail of all visitors to the Municipality’s premises. (These registers are to be supplied by the Municipality)

k.) Staff and Visitors After Hours Register.

Purpose: To record the detail of all authorized staff and visitors accessing and leaving the premises after hours. (These register will be supplied by the Municipality).

Blank spaces after the last transaction on each page in this register must be crossed after the end of each day by drawing a horizontal line directly under the last persons particulars from the left margin to the right margin, then to the bottom left margin and then horizontally again to the right margin where after the security officer must sign his/her particulars above the bottom horizontal line.

i). Newspaper Register

Purpose: To provide for the receiving of newspapers (These permits will be supplied by the Municipality).

m) Pocketbook.

i) Requirement: During their turns of duty all security personnel must have a pocketbook in their possession, The following information must be noted down in

- Reporting on and off duty
- Time of occurrence or event
- Extent of occurrence or event

ii) Follow-up actions taken in respect of occurrence or events

- iii) Copying into occurrence book: All relevant information noted down in the notebook must immediately or directly after return from a patrol, be copied into the occurrence book
- iv) Storage of pocketbooks; The Security Service Provider must store the fully entered pocketbooks for a period of twelve months ( These pocketbooks must be supplied by the Security Service Provider)

n) Duty list

Purpose: This list is to serve as proof, at all reasonable times that security personnel reported for duty.

- i) Drawing up of Duty Lists: Daily, Weekly or Monthly duty lists of all security personnel on duty must be drawn up by the Security Service Provider and kept in the security Control Room/gate house at each site where such service is rendered.
- ii) Change of Duty list: Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book ( These duty lists must be supplied by the Security Service Provider)

o) Duty Sheet ( Job Descriptions)

Purpose: The security service provider must draft and issue job descriptions to all his/her security officers. The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

- i) The Security Service Provider must have available at the site a comprehensive duty sheet per duty or shift in accordance with this Contract.
- ii) Such duty sheets must be updated by the Security Service Provider if and when any changes to the duties of security officers occur in consultation with the Municipal Security Manager.

**NOTE:** The Security Service Provider must hand over all completed admission, control registers and forms to the Municipal Security Manager.

## 9. PROVISION OF SERVICES IN CRISIS SITUATIONS

- a) Service Provider must, in consultation with the Municipal Security Manager undertakes to provide certain and reasonable number of security officers as required for the rendering of service at the sites during crisis situations.

## **10. THE TRAINING OF SECURITY OFFICIALS**

- a) All security officers and Area Manager should be trained in all aspects to effectively execute their duties at the Municipality's premises.
- b) Annual refresher training should be provided to all security officers and Area Manager, and a training report in this regard must be provided to the Municipality.
- c) Training Programme: All training programme such as initial training, refresher training, and emergency training programmes etc should be accredited with regard to the sectoral requirements and any other applicable acts and requirements in this regard. The cost will be for the Security Service Provider's account.

## **11. SUPERVISORY VISITS, INSPECTIONS AND MEETINGS**

- a) All Area Managers should be an appointed person(s) who perform such duties as stipulated in clause three (03) of the special conditions of contract.
- b) Area Manager should visit the site at least once a day and twice after hours, preferable one visit before midnight and one visit after midnight at both premises (during which the occurrence book and posting sheets etc must be signed indicating date and time of visits)
- c) Formal meetings will take place with the Municipal Security Manager and/or his/her duly authorized representative during which minutes will be taken.
- d) The security service provider must submit a monthly report of security service which includes incidents, corrective action taken etc, to the Municipal Security Manager and/or his/her duly authorized representative.
- e) A thorough inspection of the service shall be performed by the security service provider and the Municipal Security Manager and/or his/her duly representative at least three (3) months and the Security Service Provider must rectify any

shortcomings which are pointed out by the Municipal Security Manager and/or his/her duly authorized representative.

- f) The Municipality retains the right to inspect and monitor the service rendered by the service provider at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.
- g) The service provider must immediately report any incident to the Municipal Security Manager and/or his/her duly authorized representative.

## **12. REPLACEMENT OF CONTRACT SECURITY SERVICE PERSONNEL**

- a) The Municipality reserve the right to require from the Security Service Provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The Municipality will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.
- b) The Municipal Security Manager and/or his/her duly authorized representative need to be informed of any replacements (security officers/Area Manager) that are made on sites.

## **13. DURATION OF THE CONTRACT**

- 13.1. The contract will be effective for a period of 3 (three) years (36 months) from the date of appointment.

## **14. REMUNERATION OF THE SECURITY SERVICE PROVIDER**

14.1 All fees claims applicable for the undertaking of this work are to be addressed to the municipal manager. Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider, with the exception of any price adjustments as stipulated by private security regulatory authority as per government gazette.

- i) The appointment amount for the project is \_\_\_\_\_ inclusive of VAT which is subjected to annual statutory increment in line with PSIRA pricing schedule shall be applied and will be effective on the 1<sup>st</sup> of September each year for the duration of the

contract) claimable on a monthly basis for service rendered on submission of an invoice.

The original copies of the monthly fee claims together with tax invoices are to be delivered to Ditsobotla Local Municipality no later than the 27<sup>th</sup> day of each month.

14.2. The Municipality shall transfer the funds due and payable to the Service Provider electronically or otherwise to the Service Provider within 30 (thirty) calendar days after submission of acceptable tax invoices.

## 15. SUB-CONTRACTING

15.1. The Security Service Provider may not subcontract more than 30% of the total value of the project, excluding VAT, to any sub-Security Service Provider(s).

15.2. Sub-contracting will be done in terms of Preferential Procurement Regulations (PPR) 2017

## 16. PENALTIES

In the event of security personnel not being posted or being absent from their point of duty after being posted or found sleeping on duty or for any other matter as indicated below, the following penalties shall apply and shall be deducted by the Municipality from the Security Service Provider:

NO	PROBLEM	PENALTY
1.	Late posting of security officers	Applicable shift rate per hour times the number of hours/minutes security officer posted late
2.	Short posting of security officers	Application shift rate times the number of security officers absent
3.	No posting of security officers	Material breach of this contract, therefore clause 18 of this contract may apply
4	Security officer sleeping on duty	Applicable shift rate times the

		number of security officers sleeping on duty
5	Security officer under the influence of liquor/drug	Applicable shift rate times the number of security officers under the influence of liquor/drug
6	No communication equipment on sites	Applicable shift rate times two. Also written warning- thereafter termination of contract may be considered.
7	Losses to the Municipality (preventatives)	Service provider to reimburse the value of loss and one written warning. If same type of incident re-occurs, termination of contract may be considered
8	Non-attendance of monthly meetings	Written warning times three- thereafter termination of contract may be considered.
9	Non submission of monthly reports and supporting documentation	Applicable shift rate times one and a written warning.
10	No shift supervisory service	Applicable shift rate times one provided
11	No occurrence book	Applicable shift rate times two
12	No occurrence book entries made	Applicable shift rate times one
13	Incorrect occurrence book entries.	Applicable shift rate times two
14	Failure to report an incident	Applicable shift rate times two
15	Post desertion/absconding	Applicable shift rate times the number of security officers affected
16	Security officer without pocket book	50% of applicable shift rate per hour times the number of security officers affected.
17	Posting of guards not registered	Applicable shift rate times two.

	with PSIRA	Material breach of contract and clause 18 may apply
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## 17 CESSION

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organisation without the prior written approval of the other party.

## 18. BREACH

18.1. Should any party (the transgressing party) breach any terms of this contract, the other party (the aggrieved party) shall be obliged to notify the transgressing party in writing to remedy such breach, and should the transgressing party fail to do so within 14 (fourteen) business days of receipt of such notification, the aggrieved party shall without prejudice and in addition to any other remedies it may have, be entitled to:

- a. Cancel this contract and to claim damages; or
- b. Claim specific performance of any or all of the terms and conditions of this contract and proven damages.

18.2. The Municipality (Ditsobotla Local Municipality) shall have the right to cancel this contract immediately, without prior notice, when it becomes known to the Municipality that the Service Provider had contravened any policy, directive, statutory requirement, regulation or law in obtaining this appointment. In this instance, this contract shall be ab initio invalid.

## 19. DISPUTES ARISING FROM THIS CONTRACT

19.1. If any dispute arises out of or in connection with this Contract, or related thereto, whether directly, the Parties must refer the dispute for resolution firstly by way of



negotiation and in the event of that failing, by way of mediation and in the event of that failing, by way of Arbitration or Litigation. The reference to negotiation and mediation is a precondition to the Parties having the dispute resolved by arbitration or litigation.

19.2. A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

19.3. Within 14 (fourteen) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute.

19.4 The provisions of this clause shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matter by way of an interdict, or mandamus pending finalisation of this dispute resolution process for which purpose the Parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

19.5. This clause is separate, divisible contract from the rest of this contract and shall remain in effect even if the Contract terminates, is nullified or cancelled for whatsoever reason or cause.

## **20. DOMICILIA CIT ANDI ET EXECUTANDI**

20.1 The parties hereto respectively choose their domicilia citandi et executandi for all purposes of and in connection with this contract, at the following physical addresses:

**DITSOBOTLA LOCAL MUNICIPALITY**

MUNICIPAL OFFICES

**Cnr Transvaal & Nelson Mandela Drive I**

Lichtenburg

2740

**SECURITY SERVICE PROVIDER**

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20.2 Either party shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number, and any such change shall only be effected upon receipt of notice in writing by the other party of such change.

20.3 All notices, demands or communications intended for any party shall be made or given at such party's domicilium for the time being.

20.4 A notice sent by one party to another party shall be received, unless the contrary is proven:

20.5 On the same day, if delivered by hand;

20.6 On the day as reflected on the facsimile transmission report, if sent by fax;

20.7 On the seventh day after posting, if sent by prepaid registered mail.

20.8 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen

domicilium, but no presumption of receipt shall arise if any method of communication besides those listed in this contract is used.

## **21. NON-VARIATION**

The parties agree that no variation to, consensual cancellation or novation of this contract, including the attachments hereto or of any term or condition hereof, shall be of any force or effect, unless such amendment or cancellation is reduced to writing and signed by both parties.

## **22. WAIVER**

No latitude, extension of time or other indulgence which may be given or allowed by either party to the contract in respect of the performance of any obligation hereunder shall under any circumstances be constructed to be an implied consent by such party's rights in terms of or arising from this contract, or stop such party from importing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

## **23. FORCE MAJEURE**

Neither party shall be liable to the other for any failure to perform its obligations under this Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Contract shall limit the obligations of the Service Provider to use its best endeavours to fulfil its obligations under this Contract.

## **24. ONLY CONTRACT**

The parties agree that this contract is the only contract between the parties in respect of the identified services to be provided and super cedes all previous contracts whether in writing, orally, tacitly or implied.

## **25. NO ACT OF CORRUPTION**

The Service Provider hereby certifies that he has not and shall not commit any act of corruption, or any other illegal action, relating to this project, and if so, the provisions of clause 18.1 (a) shall apply.

## **26. COPYRIGHT**

26.1. The Service Provider must ensure and will be held liable for any infringements of copyrights and other immaterial rights and hereby indemnifies the Municipality against any such claims, now and in future.

26.2. The copyright in all documents drafted and developed as a result of this project shall vest in the Municipality.

## **27. SEVERABILITY**

Any provision in this Contract, which is or may become illegal, invalid or unenforceable shall be treated as pro non-scripto and severed from the balance of the contract without invalidating the remaining provisions of this contract or affecting the validity of enforceability of such remaining provisions.



**DECLARATION OF INTEREST**

**MBD 4**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the 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 and/or take an oath declaring his/her interest.

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

- 3.1 Full Name: .....
- 3.2 Identity Number: .....
- 3.3 Company Registration Number: .....
- 3.4 Tax Reference Number: .....
- 3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....  
 .....

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

3.7.1 If so, furnish particulars.

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....

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\* MSCM 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.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....

.....

**YES / NO**

3.10 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)  
INFORMATION**

..... **CERTIFY THAT THE**

**FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS**

**DECLARATIONS PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>



- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20** or **90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



**THIS FORM MUST BE FILLED 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.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding 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 fulfillment 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 .....

WITNESSES	
1	.....
2	.....
DATE: .....	



**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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. An official order indicating service delivery instructions is forthcoming.
3. 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.

<u>DESCRIPTION OF SERVICE</u>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE:



**MBD 8**

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in w restriction by the Accounting Officer/Authority of the institution that i restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at th the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

# ANNEXURE A

# **GENERAL CONDITIONS OF CONTRACT**