



**BID DESCRIPTION: PROVISION OF SECURITY SERVICES FOR THE MUNICIPALITY  
RENEWABLE ANNUALLY FOR A PERIOD OF THREE YEARS**

**Bid Number:** MLM 05/2024/25

**SCM Unit contact number:** (016) 973 8740/1/2/3/4

**Department contact number:** 016 973 8471

**CLOSING DATE: 07 OCTOBER 2024**

**TIME: 11H00**

**DEPOSITED IN THE BID BOX SITUATED AT:**

**Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, 1<sup>st</sup> Floor**

**Name of Bidder:** \_\_\_\_\_

**Bid Amount (Vat Inclusive):** \_\_\_\_\_

**CSD Supplier Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact no:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please Note:**

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Other conditions of the bid or tender must be adhered to by the Bidder.
5. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
6. **If you are late for the briefing session, you will not be allowed to sign the attendance register**

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**WARNING DISCLAIMER.****MISREPRESENTATION OF INFORMATION (FRAUD)**

***NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated and the service provider will be reported to National Treasury for blacklisting.***

I, \_\_\_\_\_, the director of  
\_\_\_\_\_ hereby  
declare that all supporting documents (**compliance and functionality**) submitted with this  
bid are valid.

Signed at: \_\_\_\_\_

Signature: \_\_\_\_\_

Date : \_\_\_\_\_

MBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	<b>MLM 05/2024/25</b>	CLOSING DATE:	<b>07 OCTOBER 2024</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>PROVISION OF SECURITY SERVICES FOR THE MUNICIPALITY RENEWABLE ANNUALLY FOR A PERIOD OF THREE YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN  
THE BID BOX SITUATED AT (STREET ADDRESS)

<b>Metsimaholo Local Municipality</b>					
<b>No 10 Fichardt Street</b>					
<b>Finance Building</b>					
<b>1<sup>st</sup> Floor</b>					
<b>SUPPLIER INFORMATION</b>					
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>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<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			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	<b>FINANCE</b>	DEPARTMENT	<b>OFFICE IN THE MUNICIPAL MANAGER</b>
CONTACT PERSON	<b>SCM</b>	CONTACT PERSON	<b>MR T MOKOENA</b>
TELEPHONE NUMBER	<b>0169738740/1/2/3/4</b>	TELEPHONE NUMBER	<b>016 973 8471</b>
E-MAIL ADDRESS	<b>N/A</b>	E-MAIL ADDRESS	<b>samuel.mokoena@metsimaholo.gov.za</b>

MBD1

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>  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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> <b>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.</b>

**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: .....

## MBD 3.1

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

**Name of Bid:** PROVISION OF SECURITY SERVICES FOR THE MUNICIPALITY  
RENEWABLE ANNUALLY FOR A PERIOD OF THREE YEARS

**Bid Number:** MLM 05/2024/25

**Closing Time:** 11H00

**Closing date:** 07 OCTOBER 2024

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/Not firm
-	Delivery basis	.....	

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable.

**COMPLIANCE REQUIREMENTS**

NO	RETURNABLE	NOTES
1	A copy of a CSD summary report OR CSD number.	<ul style="list-style-type: none"> <li>CSD full report or summary report OR CSD number.</li> <li>Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.</li> </ul>
2	Proof of company registration documents with the Director's details must be attached.	<ul style="list-style-type: none"> <li>The company registration documents must indicate the company and director's details.</li> </ul>
3	Fully completed MBD forms	<ul style="list-style-type: none"> <li>Fully Completed and signed in handwriting and in black ink pen.</li> </ul>
4	Fully Completed and signed MBD 5 form for Bidders quoted over R10 Million ( <b>Submitted Annual Financial Statements must clearly stating that they are Audited. Reviewed &amp; Compiled AFS will not be accepted</b> ).	<ul style="list-style-type: none"> <li>Submit Audited Financial Statements if required by law submit audited financial statements for the past 3 years or since the date of establishment if established within the past 3 years. Audited Financial Statements signed by the <b>CA/RA/PR Accountant &amp; Director of the Company</b>.</li> </ul>
5	Signed confirmation letter of operation office and control room.	<ul style="list-style-type: none"> <li>Signed Company Confirmation Letter indicating that the company will have a control room within the area of Metsimaholo Local Municipality.</li> </ul>
6	Joint Venture Agreement	<ul style="list-style-type: none"> <li>If applicable submit a complete and signed JV agreement.</li> </ul>
	<ul style="list-style-type: none"> <li><b>NB! The following documents will not be accepted on ITEM 7; 8 AND 9:</b> Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates, and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter.</li> </ul>	
7	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS. <ul style="list-style-type: none"> <li><b>NB! Strictly submit Aug 2024 OR Sept 2024 municipal rates &amp; taxes statement.</b></li> </ul>	<ul style="list-style-type: none"> <li>Strictly submit <b>AUG 2024 OR SEPT 2024</b> municipal rates &amp; taxes statement</li> <li>The submitted account must not be in arrears for more than 3 months.</li> <li>In a case of Rates &amp; Taxes Account being in a family member's name, <b>ONLY MUNICIPAL</b> Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.</li> </ul>



8	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS.	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> <li>• A valid copy of the lease agreement must be signed by (both Lessor and lessee).</li> <li>• The lease agreement must indicate dates of commencement and expiry or duration.</li> <li>• In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached.</li> <li>• In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration.</li> </ul>
	<p><b>Note:</b> If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address, we will accept for both Company &amp; Director.</p>	
9	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS /SHAREHOLDERS.	<ul style="list-style-type: none"> <li>• If the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that rural/tribal area.</li> </ul>
10	Fully completed Pricing Schedule	<ul style="list-style-type: none"> <li>• Fully completed in handwriting and in black ink pen.</li> </ul>
11	Valid Company PSIRA Registration Certificate	<ul style="list-style-type: none"> <li>• A valid Company PSIRA Registration Certificate must be attached.</li> </ul>
12	Valid Letter of Good Standing from PSIRA	<ul style="list-style-type: none"> <li>• A valid letter of Good Standing from PSIRA must be attached.</li> </ul>
13	Valid Company COIDA Certificate (Letter of Good Standing)	<ul style="list-style-type: none"> <li>• A valid Company COIDA Certificate (Letter of Good Standing) issued by Department of Labour must be attached.</li> </ul>
14	Valid Company PSSPF registration (Private Security Sector Provident Fund)	<ul style="list-style-type: none"> <li>• A valid Company PSSPF registration (Private Security Sector Provident Fund) - if exempted provide exemption letter and proof of valid registration with another Fund must be attached.</li> </ul>
15	Bank Rating letter	Bank rating letter from the bank ( <b>not older than three months</b> ) with the code of A, B or C with dated stamp/date of issue.
<p><b><u>Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.</u></b></p>		

Specific Goals (Women)  <b>REFER TO: MBD 6.1</b>	<b>The following must be submitted for proof of women:</b>  1. Attach a copy of ID  2. Shareholding certificate must be attached
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***NB: Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.***

### **PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY**

<b>ELEMENT</b>	<b>WEIGHT</b>
<b>METHODOLOGY = 10 points</b> Bidder must attach Methodology that indicates planned approach on the scope of work considering the following requirements: <ul style="list-style-type: none"> <li><input type="checkbox"/> Risk assessment plan.</li> <li><input type="checkbox"/> Provide contingency plan in case of labour unrest incidents by own company personnel.</li> <li><input type="checkbox"/> Provide contingency plan for Metsimaholo Municipality personnel and assets.</li> </ul> <b>Note: The methodology must cover all three requirements failure to cover all three requirements will lead to points not being allocated</b>	<b>10</b>
<b>COMPANY EXPERIENCE / TRACK RECORD</b> Signed appointment letters <b>OR</b> official orders <b>WITH</b> signed and stamped corresponding Metsimaholo reference forms <b>with project value exceeding R20 million</b> for Security services ( <b>attached on page 12 – 15</b> ) <b>(10 points per submission)</b>	<b>40</b>
<ul style="list-style-type: none"> <li>• ICASA License to operate two-way radios = <b>10 points</b></li> <li>• Coverage radius of 51km and above = <b>10 points</b></li> <li>• Coverage radius of less 20km - 50km = <b>5 points</b></li> <li>• No confirmation of ICASA License or less than 20km = <b>0point</b></li> </ul> <b>Must have ICASA License to operate two-way radios (Copy of Company License/ Sub License/ Rental License) must be attached. The ICASA license must be registered under the company's name or the director of the company stipulating radius if the license does not indicate the radius a confirmation letter from ICASA indicating radius.</b> <b>NB: For bidders who do not own an ICASA License, a signed GSM user agreement must be attached.</b>	<b>10</b>
<b>FIREARMS</b> A signed confirmation letter from SAPS confirming ownership and a number of legal firearms under the bidder (company) not directors. 60 and more firearms = <b>10 points</b> 40 & less than 60 firearms = <b>5 point</b> Less than 40 firearms = <b>0 points</b>	<b>10</b>
<b>Proof of 30 vehicles for models not older than 5 Years.</b> <b>Submit proof of ownership in the company name.</b> <ul style="list-style-type: none"> <li>• Minimum of two (2) double caps + One (1) additional double cap/ Super cap (<b>10 Points</b>)</li> <li>• Minimum of two (2) double caps + Two (2) additional double cap/ Super cap (<b>20 Points</b>)</li> <li>• Minimum of two (2) double caps + Three (3) additional double cap/ Super cap (<b>30 Points</b>)</li> </ul>	<b>30</b>
<b>TOTAL</b>	<b>100</b>
<b>Bidders must obtain a minimum of <u>75 Points</u> for functionality for further evaluation</b>	

**SATISFACTORY LETTER – A****TO: METSIMAHOLO LOCAL MUNICIPALITY**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 05/2024/25** for the:  
**PROVISION OF SECURITY SERVICES FOR THE MUNICIPALITY RENEWABLE ANNUALLY FOR A PERIOD OF THREE YEARS**

<b>Company Name</b>	
<b>Project Name</b>	
<b>Contract Number/Tender number/Order number</b>	
<b>Project value</b>	
<b>Description of scope of work</b>	
<b>Duration / time when the above was provided</b>	
<b>Was their performance satisfactory?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
<b>Were the guards placed as per the specifications?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
<b>Will you recommend this supplier to anyone without reservations?</b> <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

**Name of authorized person:** ..... **Position** .....

**Signature:** .....

**Telephone:** .....

**E-mail:** .....

**Date:** .....

**Completed on behalf of (Name of Institution)**

.....

**NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points

**OFFICIAL INSTITUTION STAMP**

**SATISFACTORY LETTER – B****TO: METSIMAHOLO LOCAL MUNICIPALITY**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 05/2024/25 for the: **PROVISION OF SECURITY SERVICES FOR THE MUNICIPALITY RENEWABLE ANNUALLY FOR A PERIOD OF THREE YEARS**

<b>Company Name</b>	
<b>Project Name</b>	
<b>Contract Number/Tender number/Order number</b>	
<b>Project value</b>	
<b>Description of scope of work</b>	
<b>Duration / time when the above was provided</b>	
<b>Was their performance satisfactory?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
<b>Were the guards placed as per the specifications?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
<b>Will you recommend this supplier to anyone without reservations?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

**Name of authorized person:** ..... **Position** .....

**Signature:** .....

**Telephone:** .....

**E-mail:** .....

**Date:** .....

**Completed on behalf of (Name of Institution)**

.....

**NB:** This document must be completed in full by the referee and it to be included in the bid submission.

Failure to adhere to this requirement will result in the bidder not being allocated points.

**OFFICIAL INSTITUTION STAMP**

## SATISFACTORY LETTER – C

**TO: METSIMAHOLO LOCAL MUNICIPALITY**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 05/2024/25** for the: **PROVISION OF SECURITY SERVICES FOR THE MUNICIPALITY RENEWABLE ANNUALLY FOR A PERIOD OF THREE YEARS**

<b>Company Name</b>	
<b>Project Name</b>	
<b>Contract Number/Tender number/Order number</b>	
<b>Project value</b>	
<b>Description of scope of work</b>	
<b>Duration / time when the above was provided</b>	
<b>Was their performance satisfactory?</b> <input type="checkbox"/> <b>Yes / No</b>	<i>If No, please furnish details:</i>
<b>Were the guards placed as per the specifications?</b> <input type="checkbox"/> <b>Yes / No</b>	<i>If No, please furnish details:</i>
<b>Will you recommend this supplier to anyone without reservations?</b> <input type="checkbox"/> <b>Yes / No</b>	<i>If No, please furnish details:</i>

**Name of authorized person:** ..... **Position** .....

**Signature:** .....

**Telephone:** .....

**E-mail:** .....

**Date:** .....

**Completed on behalf of (Name of Institution)**

.....

**NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.

OFFICIAL INSTITUTION STAMP

**SATISFACTORY LETTER – D****TO: METSIMAHOLO LOCAL MUNICIPALITY**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 05/2024/25 for the: **PROVISION OF SECURITY SERVICES FOR THE MUNICIPALITY RENEWABLE ANNUALLY FOR A PERIOD OF THREE YEARS**

<b>Company Name</b>	
<b>Project Name</b>	
<b>Contract Number/Tender number/Order number</b>	
<b>Project value</b>	
<b>Description of scope of work</b>	
<b>Duration / time when the above was provided</b>	
<b>Was their performance satisfactory?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
<b>Were the guards placed as per the specifications?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
<b>Will you recommend this supplier to anyone without reservations?</b> <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

Name of authorized person: ..... Position .....

Signature: .....

Telephone: .....

E-mail: .....

Date: .....

Completed on behalf of (Name of Institution)

.....

**NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.

**OFFICIAL INSTITUTION STAMP**

**DETAIL SCOPE OF WORK or TERMS OF REFERENCE**

Shortlisted bidders shall be vetted or screened by the State Security Agency, only bidders who pass the SSA screening will be recommended.

**TERMS OF REFERENCE**

- Bidders are required to provide health care fund deduction and Premium allowance contributions.
- The awarded bidder may be requested to appoint at least 50% local security personnel.
- The company must provide the Municipality with a minimum of Five Vans (2 Double Cabs and 3 Super Cabs/ double cabs) branded with spotlights

Model: (From 2019 upwards)

- The company will be expected to provide the Municipality with the Public Liability Insurance with a minimum R 20 million cover.
- The company will be required to provide a minimum of sixty (60) firearms (9mm's and 2 Automatic Rifles) for their security personnel.
- Main control room (Head Office) with a firearm safe that is compliant with Firearm Control Act 60 of 2000.
- The bidder must have the financial capability to remunerate their employees' for a period of at least two months without being dependent on the Municipality.
- The appointed company must be able to supply a tactical response team on as when required basis.

**GENERAL DUTIES**

- To perform access control duties (where applicable) and patrol the premises to prevent persons from illegally entering and removing equipment and material from the premises concerned. Guards are not allowed to enter building under their protection, if locked, unless instructed to do so as part of their duties.
- To guard and protect the building, municipal resorts, equipment and material and material against damage, theft and vandalism.
- Alarm Response must be 15 minutes (If the Security Company does not respond within the given time duration, they will therefore be liable to the Security Manager and explain why the time duration was not met).
- To protect identified important persons, the staff, the employees, visitors and customers by preventing or minimizing risk of injury, including death and to report an incident to his/her supervisor or company's control, the employer and South African Police Services and take appropriate action to protect the premises and client's staff.



- To apprehend any suspicious person on the premises and take action as mandated.
- To report any suspicious action or unusual occurrence to an official of the employer as instructed.
- Guards must be supervised on the daily basis by their superiors and equipped to perform their duties as agreed upon from time to time. Supervisors are required to represent themselves to the official in charge of the premises guarded for discussion at least once a week.
- Security guards must be dressed in a distinctive uniform of the contractor rendering the service for identification purpose and when required to be armed as specified by the Firearms Control Act 60 Of 2000. Uniforms and equipment must be worn all time for the duration of the shift and equipment allocated to the guards must remain under his\her control.
- To patrol the area of responsibility, to prevent the vandalism and theft of employer's assets.
- To prevent people from illegal dumping, erection of structure on and occupying premises under contractor's control and occupied by the employer.
- To monitor security threats and risk within the Metsimaholo Local Municipality's area of responsibility and provide an early warning system to facilitate proactive invention.
- The contractor shall report to the security manager, all incidents within twelve
- (12) hours of occurrence/discovery.
- Metsimaholo Local Municipality should be able to move guards to another guarding point if an unforeseen situation occurs on short notice.

### **DAMAGE**

- Any damage caused by the contractor or his staff to a private or Metsimaholo Local Municipality's property and existing services must be repaired at the contractor's expense.
- Any property found by others which could implicate the contractor in any way must be reported to security management before any work commences.

### **COMPLIANCE**

In terms of this contract all security service contractor/s and their employees utilized on the premises of the employer, shall at all times during the term of this agreement, be registered in terms of the PSIRA (Private Security Industry Regulation Act, Act 56 of 2001 and comply with the Private Security Industry Regulation. Certified copies of the relevant certificates shall be forwarded to the employer on submission of this tender. The service shall confirm to the standards mentioned in the binding and specification.

## **MANAGEMENT AND SUPERVISORS**

- The employer may delegate to any other person, any of his powers or functions in terms of this agreement and on receiving notice in writing of such delegation, the contractor shall recognize and obey the delegated person to whom any such powers or functions have been delegated as he/she was the employer.
- The contractor shall always exercise supervision over the service at each premises or shall be competent and responsibility and shall have adequate experience in carrying out work of similar nature to the security service provided in terms of this contract/agreement and shall exercise personal supervision on behalf of the contractor.
- Personnel provided by the contractor may on occasion render certain services under the control and supervision on behalf of the employer.
- The employer shall always during the term of the contract, monitor the contractor's services, or cause them to be monitored without prior notice.
- The contractor shall be required to carry out proper supervision of his own personnel by means of at least two visits by an offsite supervisor of manager during the hours of duty. Details of such visits shall be in the occurrence book provided by the contractor and the pocketbooks of the security personnel visited.
- In the event of a strike action by the employees of the security company, the company must provide backup services to ensure that all council's property is always protected. Any claim that might arise due to the non-coverage of the specific point will be on the account of the security company. The company should make provision for such claims that may arise in case of a strike action and must be included in the bidding price.
- In the event where council's property, assets were compromised and it was proven negligent on contractor's part, the company will bear the cost associated with remedying the situation.
- The contractor must establish a 24-hour Control room communication Centre and it must be situated within the jurisdiction of Metsimaholo Local Municipality.
- The council reserves the right to increase or decrease the personnel, quantity of guards required at any time during the period of the contract.
- All guards that will be stationed at council's buildings and sites should not have a criminal record.
- The company must be registered with PSIRA.
- The company must comply with all relevant legislation which regulates the private security industry such as the Act on Private Security, the Firearms Control Act etc.
- The company must have its own or rented radio operator/s, which is licenced with the independent Communications Authority of South Africa (ICASA)
- The company must be able to provide additional Guards and Vehicles when needed, within 12 hours of such request.
- The company must be able to deploy security guards who will be able to reconcile the receipts of goods coming out of stores department.
- The monitoring of security guards must be done electronically, and reports must be submitted monthly.

**TENDER SECURITY MANPOWER REQUIREMENTS**

The schedule of the tender will be attached which shows the following:

- a) The security grades e.g. A to C
- b) The site/places to be guarded.
- c) The hours of duration of shift e.g., Day or night and 24/7
- d) The municipality may need the Guards estimated at (+-200Guards)
- e) Minimum branded Five Vans (LDVs) with spotlights and Quantum Combi
  - o Three patrol vehicles will cover Sasolburg and its townships
  - o Two patrol vehicles will cover Deneysville, Oranjeville and their townships.
  - o Quantum to be used for cable theft initiatives and other security initiatives
- f) Firearms, Torches, Dangerous weapon scanners, Handcuffs and Pepper sprays.
- g) Tactical Response Team must be available as and when required.

**NB! SHOULD THE BIDDER FAIL TO PROVIDE THE MUNICIPALITY WITH ALL THE REQUIRED DOCUMENTS AND EQUIPMENT AFTER APPOINTMENT THE MUNICIPALITY RESERVES THE RIGHT TO CANCEL THE APPOINTMENT AND NEGOTIATE WITH THE NEXT RECOMMENDED BIDDER.**

**SECURITY DEVELOPMENT POSTS FOR METSIMAHOLO LOCAL MUNICIPALITY**

<b>No</b>	<b>FACILITY</b>	<b>LOCATION</b>
1	Floor 7	Main Building
2	Floor 6	Main Building
3	Ground Floor	Main Building
4	Basement Gate	Main Building
5	Finance Rates & taxes hall	Main Building
6	Finance Main door	Main Building
7	Public Safety	Public Safety
8	Sasolburg Swimming Pool	Sasolburg Swimming Pool
9	Vaalpark Dumping site	Vaalpark Dumping site
10	Vaalpark Sub station	Vaalpark Substation
11	Abrahamsrust Pump Station	Abrahamsrust Pump Station
12	Vaalpark Sub station	Vaalpark Substation
13	Sasolburg Stadium	De villiers
14	Sasolburg Reservoirs	Sasolburg Reservoirs
15	Zamdela new offices	Zamdela new offices
16	Thembaletu Flats	Thembaletu Flats
17	Zamdela Hall	Zamdela Hall
18	Chris Hani Offices	Chris Hani Offices
19	Parks Offices	Parks Offices
20	Zamdela Protem Offices	Zamdela Protem Offices
21	Cleansing	Cleansing
22	Stores	Stores
23	Mechanical Offices	Mechanical
24	Town Engineering	Town Engineering
25	Electrical Workshop	Electrical Workshop
26	Sasolburg Cemetery	Sasolburg Cemetery
27	Sasolburg Dumping site	Sasolburg Dumping site
28	Leeuwspuit pump station	Leeuwspuit pump station
29	Zamdela Swimming pool	Zamdela Swimming pool
30	Chris Hani Pump station	Chris Hani Pump station
31	Iraq Phase 1 pump station	Iraq Phase 1 pump station
32	Multipurpose Sports Complex	Multipurpose Sports Complex
33	Amelia pump station	Amelia pump station
34	Harry Qwala Reservoirs	Harry Qwala Reservoirs
35	Harry Qwala Pumpstation	Harry Qwala Pumpstation
36	Dennysville offices	Dennysville offices
37	Dennysville workshop	Dennysville workshop
38	Dennysville water plant treatment	Dennysville water plant treatment
39	Dennysville Resort	Dennysville Resort
40	Refengkgotso Offices	Refengkgotso Offices
41	Refengkgotso wastewater treatment plant	Refengkgotso wastewater treatment plant
42	Refengkgotso Reservoirs	Refengkgotso Reservoirs
43	Oranjevillie Offices	Oranjevillie Offices
44	Oranjeville workshop	Oranjeville workshop

45	Metsimaholo Offices	Metsimaholo Offices
46	Metsimaholo wastewater treatment	Metsimaholo wastewater treatment
47	Gortin	Pump Station 1
48	Gortin	Pump Station 2
49	Gortin	Pump Station 3
50	Zamdela main substation	Zamdela main substation
51	Tshepiso pump station	Tshepiso pump station
52	Refengkgotso pump station	Refengkgotso pump station
53	Refengkgotso sport ground	Refengkgotso sport ground
54	Thembakhubeka pump station	Thembakhubeka pump station
55	Clinic pump station	Clinic pump station
56	Geoge pump station	Geoge pump station
57	Snooker pump station	Snooker pump station
58	Letrim substation	Letrim substation
59	Gortin Substation	Gortin Substation
60	Vaalpark, Sasolburg Deneysville Oranjeville and surrounding Townships	Vaalpark, Sasolburg Deneysville Oranjeville and surrounding Townships
61	Supply Chain	Supply Chain

**NB: the above list is an estimate of the current buildings, venues, and sites. These locations may change during the duration of the tender**

#### **ALARMS, MONITORING AND RESPONDING**

<b>METSIMAHOLO SUBSTATION LIST</b>		
<b>SASOLBURG</b>		
<b>QTY</b>	<b>SUBSTATION NAME</b>	<b>STREET ADDRESS</b>
1	SASOLBURG MAIN SUB	1 Piet Jordan Street
2	VORSTER CITY SUB	In green belt behind swimming pool
3	CHEM CITY SUB	Chem City Sub
4	ERIC LOUW SUB	Eric Lown Street
5	HIGH VELD SUB	Highveld Sub
6	RUHR SUB	Ruhr Street
7	UNIE SUB	Unie Street
8	PARK SUB	In Green Belt Behind Swimming Pool
9	DF MALAN SUB	DF Malan Street
10	TAUNUS SUB	In Green Belt Behind Taunus Street
11	PICK AND PAY SUB	Vorster
12	NEWW OK SUB	New OK
13	FAICKEY SUB	Faickney Street
14	DE WET SUB	Cristaan De Wet Street
15	FELIX STOWE 1	In Green Belt Behind Felix Stowe Street
16	FELIX STOWE 2	In Green Belt Behind Felix Stowe Street
17	WOOLWORTHS SUB	Woolworths sub
18	FICHARDT 1 SUB	Fichardt Street
19	FICHARDT 2 SUB	Fichardt Street
20	CIVIC CENTRE SUB	In the basement of the Civic Centre
21	FRANS DU TOIT	Frans du toit Street

22	VANDERBIJL SUB	Vanderbijl Street
23	OWEN SUB	Owen Street
24	WATER WORKS 1 SUB	In the water works yard
25	WATER WORK 2 SUB	In the water works yard
26	HARRY SMITH SUB	Harry Smith Street
27	SENEKAL SUB	Senekal Street
28	JG STRYDOM SUB	JG Strydom Street
29	EUGEN MARIAS SUB	In Green Belt Behind Eugene Marias Street
30	CULEMBORG SUB	In Green Belt Behind Eugene Marias Street
31	HOSPITAL SUB	Inside the Hospital Premises
32	WICKCOCK'S SUB	Wilcock's Street
33	PRESIDENT BRAND	President Brand Street
34	HAMMELBURG SUB	Hammelberg Brand Street
35	HAVENGA SUB	Havenga Street
36	ALBRECHT SUB	In Green Belt Behind Albrecht Street
37	GROBLER SUB	Grobler Street
38	ADAMS SUB	Adams Street
39	JAN SMUTS SUB	Jan Smuts Street
40	SNYMAN SUB	Snyman Street
41	WILLOGROVE SUB	In Green Belt Behind Willogrove Street
43	OUDEHOUT SUB	Oudehout Street
43	SALTBERRY SUB	Oudehout Street
44	ROSEBERRY SUB	Roseberry Street
45	WEDEPOHL	Wedepohl Street
46	GROOTFONTEIN SUB	Grootfontein Centre in Green Belt
47	ALBERTUS VAN RHIJN SUB	Albertus Van Rhijn Street
48	HINDON SUB	In Green Belt Behind Jack Hindon Street
49	DE WILDT SUB	De Wildt Street
50	TOTIUS SUB	In Green Belt Behind Totius Street
51	TOON VAN DEN HEEVER SUB	Toon Van Den Heever Street
52	SINGLE SUB	In Green Belt Oodersingle Street
53	VERWOERD SUB	Verwoer Street

### METSIMAHOLO SUBSTATION LIST

#### VAALPARK

QTY	SUBSTATION NAME	STREET ADDRESS
1	VAALPARK MAIN SUB	Eskom (Street Same Street)
2	WELGELEGEN PUMP STATION	Welgelegen Pump
3	WELGELEGEN WEST SUB	Long Tom Street
4	VAALPARK A SUB	Opperman Street
5	BLOUBERG MAIN	Blouberg Street
6	ROODIA MAIN SUB (HOSPITAL)	Roodia Street
7	VAALPARK B SUB	Hospital Street
8	ROODIA SUB	Roodia Street
9	BADDRIF PUMP STATION SUB	Baddrift Street
10	NALEDI	Saturn Street

METSIMAHOLO SUBSTATION LIST		
ZAMDELA		
QTY	SUBSTATION NAME	STREET ADDRESS
1	ZAMDELA MAIN SUB	Taxi Rank Zamdela
2	LEITRIM	10735 France
3	SUB 1	Zamdela 1280
4	SUB 3	1001 Zamdela
5	ANTRIM	Zamdela Police Station
6	SUB 13	Umgababa Flats
7	SUB 4	1150 Zamdela
8	SUB 11	Malakabeng School
9	SUB 9	Phomolong Hostel
10	SUB 10	Water and Sewer Zamdela Office
11	ZAMDELA PROJECTS	4544 EXT 3
12	SUB 12	Midville Flats
13	SUB 5	Next to Lerato Hall
14	SUB 7	Thembaletu Hostel
15	SUB 6	Thembaletu Hostel
16	SUB 2	3305 Taylor Park
17	AMELIA	Nompumelelo School
18	GORTIN	Sakhubutsha School
METSIMAHOLO SUBSTATION LIST		
DENEYSVILLE		
QTY	SUBSTATION NAME	STREET ADDRESS
1	MAIN SUB	4 School Street
2	WILLOW SUB	9 Willow Street
METSIMAHOLO SUBSTATION LIST		
ORANJEVILLE		
QTY	SUBSTATION NAME	STREET ADDRESS
1	MAIN SUB	3 Main Street

**PRICING SCHEDULE**

Conditions of the Pricing schedule

- ✓ Price must include all cost necessary to fully execute the contract (e.g. control room, supervisors uniform etc)
- ✓ Security Guards are estimated to be +/- 200

GUARD REQUIREMENTS	QUANTITY	GUARD TIME FRAME	PRICE PER MONTH
Unarmed Guard	01	Day	R
Armed Guard	01	Night	R
Unarmed Guard	01	Night	R
Armed Guard	01	Day	R
SUB-TOTAL			R
15% VAT			R
TOTAL			R

**Note: The above table will be used for evaluation purpose (points calculations).**

**Additional Costs {will form part of contract}**

Patrol Price must include but not limited to:

- ❖ 24/7-Armed guard
- ❖ Patrol Vehicle and Fuel

GUARD REQUIREMENTS	QUANTITY	GUARD TIME FRAME	PRICE PER MONTH
Patrolling	01	24/7	R
SUB-TOTAL			R
15% VAT			R
TOTAL			R

The municipality reserves the right to negotiate prices that are exorbitant. The average price from responsive bidders will be used a baseline for Market prices.

ANNUAL PRICE ESCALATION IN PERCENTAGE	
2 <sup>nd</sup> Year	%
3 <sup>rd</sup> Year	%

***NB: The bidders are required to provide price escalations in percentages for 2nd year and 3rd year, where price escalation percentages are exorbitant, the escalation percentage will be negotiated to be within the market rate or CPI will be used if no agreement is reached.***



**MBD 4****DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

**CSD Number:**.....

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

3.8 Are you presently in the service of the state?

YES	NO
-----	----

3.8.1 If yes, furnish particulars. ....

.....  
<sup>1</sup>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.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

YES	NO
-----	----

the evaluation and or adjudication of this bid? .....

3.10.1 If yes, furnish particulars. ....

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

YES	NO
-----	----

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.12.1 If yes, furnish particulars.

.....  
.....

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

YES	NO
-----	----

3.13.1 If yes, furnish particulars.

.....  
.....

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

YES	NO
-----	----

3.14.1 If yes, furnish particulars:

.....  
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

**NB: If a supplier does not declare their interest correctly on the MBD4 Forms, then they will not be selected for any awards.**

.....  
**Date**

.....  
**Signature**

.....  
**Capacity**

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

## MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?

YES	NO
-----	----

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

.....  
.....

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

YES	NO
-----	----

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

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

\* Delete if not applicable

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

- 3.1 If yes, furnish particulars

.....  
.....

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

YES	NO
-----	----

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) **90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a

third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.****Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women	90/10	

**Preferential points allocation****Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability**

Categories of person	Proof to be submitted
Women	1. Attach a copy of ID 2. Shareholding certificate must be attached

**Percentage holding can be used as follows**

Percentage holding	Points Allocation
81 – 100%	10
61 – 80%	9
41 – 60%	8
21 – 40%	7
1 – 20%	6
0%	0

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:



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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	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 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)? <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>	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:		
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"/>
4.7.1	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**

## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iii) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (iv) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of



technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 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 as 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

5.3 Except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 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.

5.6 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**

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

## **7. Performance security**

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

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 in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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 in SCC.

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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 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 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

19.1 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**

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

## **21. Delays in the supplier's performance**

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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any 12 person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13 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**

26.1 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**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1 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

31.2 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.

**32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission 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.

**Supply Chain Management Unit hereby invites bids for the following requirements:**

<b>Bid No. MLM</b>	<b>Bid Description</b>	<b>Evaluation Criteria</b>	<b>Specific goals</b>	<b>Bid Fee</b>	<b>Compulsory briefing session</b>	<b>CID B Grading</b>	<b>Closing date</b>	<b>Technical Contact Person</b>
05/2024/25	Provision of security services for the municipality renewable annually for a period of three years	90/10 Price and functionality	Women Details are stipulated in the tender document	R 600.00	16 SEPTEMBER 2024 @12h00 FINANCE BUILDING 2 <sup>ND</sup> FLOOR FOYER	N/A	07 OCTOBER 2024 @11h00 FINANCE BUILDING 2 <sup>ND</sup> FLOOR FOYER	Mr TS Mokoena  016 973 8471

**Bids terms and conditions:**

- Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
- WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
- Tender documents will be available on, **E-tender website and SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1<sup>st</sup> floor.**
- Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
- TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER for free @www.etenders.gov.za.**
- The municipality reserves the right to accept the tender in part or totally reject it.
- Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
- Late tenders will not be accepted.
- Incomplete tenders may be disqualified.
- No faxed or e-mailed tenders shall be accepted.
- The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
- Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
- Bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national, provincial, and municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

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**Mr F.J Motloutung**
**Municipal Manager****Notice No: 02/2024/2025**



**BIDDER MUST USE THE ANNEXURE'S ATTACHED  
HERETO TO INCLUDE THE REQUIRED RETURNABLE  
DOCUMENTS**

**NB: None submission of this supporting documents may  
lead to disqualification**

## **ANNEXURE A**

### **Central Supply Database (CSD) Summary Report**

## **ANNEXURE B**

### **Company Registration Document**

Certificate issued by Companies and Intellectual Property Commission

## ANNEXURE C

Fully Completed and signed MBD 5 forms for Bidders quoted over R10Million **(Submitted Annual Financial Statements must clearly stating that they are Audited. Reviewed & Compiled AFS will not be accepted).**

## **ANNEXURE D**

### **SIGNED CONFIRMATION LETTER OF OPERATION OFFICE AND CONTROL ROOM**

## **ANNEXURE E**

Joint venture agreement (If applicable)

## **ANNEXURE F**

**Latest Municipal rates and taxes account OR lease  
agreement for the COMPANY**

## **ANNEXURE G**

**Latest Municipal rates and taxes account OR lease agreement for the DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**



## **ANNEXURE H**

### **Valid Company PSIRA Registration Certificate**

## **ANNEXURE I**

Valid letter of Good Standing from PSIRA

## **ANNEXURE J**

Valid company COIDA Certificate (Letter of  
good standing from Department of Labour)

## **ANNEXURE K**

Valid company PSSPF registration (Private  
Security Sector Provident Fund)

## ANNEXURE L

### Bank Rating Letter

Bank rating letter from the bank (**not older than three months**) with the code of A, B or C with dated stamp/date of issue.

**BIDDER MUST USE THE ANNEXURE'S ATTACHED  
HERETO TO INCLUDE THE REQUIRED  
RETURNABLE DOCUMENTS FOR FUNCTIONALITY**

**NB: None submission of this supporting  
documents will lead to no points award**

# **ANNEXURE M**

## **METHODOLOGY**

## ANNEXURE N

### COMPANY EXPERIENCE / TRACK RECORD

Signed appointment letters **OR** official orders **WITH** signed and stamped corresponding Metsimaholo reference forms **with project value exceeding R20 million** for Security services **(attached on page 12 – 15).**



# **ANNEXURE O**

## **ICASA LICENSE** **(to operate two-way radios)**

## **ANNEXURE P**

### **FIREARMS**

A signed confirmation letter from SAPS confirming ownership and a number of legal firearms under the bidder (company) not directors.

## **ANNEXURE Q**

**PROOF OF 30 VEHICLES FOR MODELS NOT OLDER THAN 5 YEARS**