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**Postal Address:** P.O. Box 1 | Nqanqarhu | 5480

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**ELUNDINI LOCAL MUNICIPALITY  
TENDER NOTICE AND INVITATION TO TENDER**

The Elundini Local Municipality is Requesting for Proposals on the following goods and services: **RE-ADVERTISEMENT**

PROJECT NAME	Contract Number	Technical Enquires contacts
Provision of Physical Security Services for the period of three (3) years	ELM-4/021 /2022-2023	Ms M. Ramarou Tel. 045 932 8261 E-mail: ramaroum@elundini.gov.za
<b>COMPULSORY BRIEFING:</b> <b>Town:</b> Tlokoeng Town Hall <b>Date:</b> Wednesday, 19 April 2023 <b>Time:</b> 10H00	<b>Please note:</b> Briefing is compulsory for all bidders who want to take part in this project for all the listed Elundini Local Municipality sites. Bidders that do not sign the attendance register in the briefing session will not be allowed on the Inspection sites	
<b>COMPULSORY SITE INSPECTION:</b> <b>Place:</b> Tlokoeng Municipal Offices and around town <b>Time:</b> 10H30	<b>COMPULSORY SITE INSPECTION:</b> <b>Place:</b> Nqanqarhu Municipal Offices and around town <b>Time:</b> 12H00	<b>COMPULSORY SITE INSPECTION:</b> <b>Place:</b> Ugie Municipal offices and around town <b>Time:</b> 13H30

1. The Municipality is looking for three (3) suitably qualified and experienced service providers to provide 24/7 physical guards security services in each of the Tlokoeng, Nqanqarhu and Ugie municipal offices and other sites for a period of three (3) years.

Contracts will be based on the National Treasury General Condition of Contracts. The bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act, 2022, the Elundini Local Municipality's Supply Chain Management Policy and the 80/ 20 preferential procurement point system for acquisition of goods or services with Rand value equal to or below R50 million will be applied.

**Stage 1 of Evaluation: Test for responsiveness of goods and services are as follows:**

**Special conditions for this bid**

**Bidders to comply with Technical Requirements must submit all supporting documents listed below**

1.Manned 24/7 control room for monitoring; 2.PSIRA and ICASA registration; 3.Two-way radio base set with back-up services; 4.Emergency radio's with spare battery; 5.Remote live tracker device; 6.Control room comply with PSIRA; 7.Compliance letter that all personnel belong to provident fund; 8.Guards to be paid as per National Bargaining Council for Private Security Sector rates; 9.PSIRA registration for all employees; 10.Public Liability Insurance Policy cover of at least R5 million

**Bidders with non-compliant with the above special conditions will be disqualified and not be considered for further evaluation.**

**Specific Goals for this bid are as follows:**

**Bidder that fail to submit proof of specific goal as stipulated below will not be allocated points**

Specific Goals	Proof of specific goal
- EME or QSE which is at least 51% owned by Black people = 20 Points	- Company registration document and valid certified B-BBEE certificate or original sworn affidavit



Tender documents may be obtained from the Elundini Local Municipality SCM Unit upon payment of a non-refundable amount of R250 (two hundred and fifty Rand), either paid in cash or by means of electronic funds transfer (EFT) to the Elundini Local Municipality. The cash amount is to be paid at the cashier's office between the hours of 08:00 and 16:00, prior to the collection of the tender documents from the SCM unit. The tender documents will be available from **Wednesday, 05 April 2023**.

NB: For EFT payment deposit at ELM FNB cheque account No: 62159933772 and use this reference No. 020114350000. Proof of payment to be sent to: [kwaneles@elundini.gov.za](mailto:kwaneles@elundini.gov.za) upon receiving proof payment, Elundini Municipality will email the tender document to the service providers who are unable to make collections.

The Tender Data, Detailed breakdown test for responsiveness conditions, scope of work including mandatory documents (eligibility criteria) and bid conditions will be uploaded on ELM Website. [www.elundini.elundini.gov.za](http://www.elundini.elundini.gov.za), National Treasury E-tender portal and will be also attached in the tender document. Queries relating to the issue of these documents may be addressed to Ms H Mdusulwana, Tel No. 045 932 8125 or email: [hlubikazi@elundini.gov.za](mailto:hlubikazi@elundini.gov.za)

A copy of a tender document must be submitted electronically and converted into PDF in a form of Memory stick/USB/CD. (Manual tender document and electronic document must be submitted together)

Tender submission and supporting documentation must to be placed in a sealed envelope endorsed with **RELEVANT PROJECT NAMES AND BID NUMBERS**: must be delivered to the **Elundini Local Municipality, at No. 1 Seller Street, Nqanqarhu, Finance Department, Cashier's reception area, and placed in the Tender Box not later than 12H00 Noon on Monday, 22 May 2023** for this bid at which time the tenders will be opened in public.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



**JACK MDANI**  
**MUNICIPAL MANAGER**

## BID CONDITIONS AND INFORMATION

1. Bidders must adhere to the bid conditions , otherwise the bid will be disqualified.

2. Agreement

The successful bidder will be expected to sign the service Level agreement within 30 days of the date of notification by the Elundini Municipality that his/her bid has been accepted.

3. Completion of Bid Documents

- a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- b) By initialling and signing the bid document you agree to the terms and conditions of this bid and you understand that the ELM is administered by ELM Supply Chain Management Policy , MFMA Act 56 of 2003 and MFMA SCM Regulations and shall act in accordance with the said legislative prescripts.
- c) Bid documents may not be retyped or altered in any way, Bidder must complete the original issued bid document and original issued returnables .
- d) Tender documents must be completed with non-erasable ink. Any tender document completed with pencil will not be acceptable and shall be disqualified.
- e) Ensure that there are no errors or omissions.
- f) Bids price submitted must include vat where applicable.
- g) Failure to comply with any of the above will result in the invalidation of the bid.

4. Alteration or Qualification of Bid

- a) No unauthorised alteration of this set of bid documents will be allowed after the closing date. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.
- b) The submission should be entirely legible. Any changes made to the original text of bid should be crossed through and signed for. DO NOT USE CORRECTION FLUID as this may invalidate your submission

5. Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

6. Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the Tender Box at the Elundini Local Municipality Municipality by not later than 12h00 on Monday, 22 May 2023
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.
- c) Clearly mark the back of the envelope with your bidder's name and address .
- d) A copy of a tender document must be submitted electronically and converted into PDF in a form of Memory stick/USB/CD. (Manual tender document and electronic document must be submitted together)

7. Opening, Recording and Publications of Bids Received.

- a) Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out loud.
- b) Bids received in time recorded and entered in a register which is open for public inspection.
- c) Late bids will be registered and returned unopened unless the bidder did not clearly specify their address at the back of the envelope.

8. Tax Clearance Certificate , Tax Matters and VAT



- a) Tender offers will only be accepted if the tenderer provides written proof from SARS that the tenderer either has no Tax obligations or has made arrangements to meet outstanding Tax obligations.
- b) Upon submission of a bid/quote the bidder automatically grants confirmation that SARS may, on an ongoing basis during the contract term disclose the bidders Tax Compliance status to the municipality
- c) Prices must always be VAT inclusive where applicable.

#### 9. Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid document.

#### 10. Acceptance or Rejection of a Bids

The Elundini Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Elundini Municipality does not bind itself to accepting the lowest bid.

#### 11. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online ([www.csd.gov.za](http://www.csd.gov.za)) and verify their company information Elundini Municipality Database Department. The Elundini Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

#### 12. BBBEE Certificate

For the proof of B-BBEE status level of contributor the bidder must submit an original or certified copy of a valid verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies ([www.sanas.co.za/afdirectory/bbbee\\_list.php](http://www.sanas.co.za/afdirectory/bbbee_list.php)) or original or certified completed AFFIDAVIT downloaded from [www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.thedti.gov.za/economic_empowerment/bee_codes.jsp)

#### 13. Tender offers will only be accepted if:-

- a) the financial offer is market related (See Regulation 6 (9) and section 7 (9) of the 8(9) OF Preferential Procurement Regulation 2022
- b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
  - iii) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

#### 14. Requirements for the Joint Venture

- a) J V agreement,
- b) original or certified copy of consolidated BBBEE certificate, and
- c) letter of signatory.

#### 15. Site / Information Meetings

None

#### 16. Procurement Policy

- a) Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- b) The latest General Conditions of Contract and any Special Conditions of Contract will apply
- c) The Elundini Local Municipality Supply Chain Management Policy will apply. This policy is obtainable from Elundini Local Municipality offices in Maclear and is available on ELM Website: [www.elundini.gov.za](http://www.elundini.gov.za)

#### 17. Expenses Incurred in Preparation of Bid

The Elundini Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.

**18. Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Elundini Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

**19. Validity Period**

Bids shall remain valid for **90 days** after the bid closure date.

**20. General and Special Conditions of Contract**

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

**21. Municipal Rates, Taxes and Charges**

The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.

If the bidder is renting the office a Lease Agreement must be attached to the bid document

OR Affidavit from SAPS stating that the bidder is not obliged to pay municipal rates with a letter from a ward councilor is submitted with the tender document.

**22. Contact with Municipality after Bid Closure Date**

Bidders shall not contact the Elundini Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded for additional information or amendments of bids. Any effort by the firm to influence the Elundini Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**23. Vetting Of The Supplier/Due diligence**

- Tenderers must furnish the municipality with the details of similar services, which they have satisfactorily completed in the past to allow vetting process. Failure to do so will invalidate the bid.

**SPECIFICATIONS  
& SCHEDULE OF QUANTITIES**



## **Terms of Reference: Provision of Physical Security Services for the period of three (3) years**

### **1. Project Description**

- 1.1 The Elundini Municipality wishes to invite suitably qualified and experienced suppliers of physical guards security services to submit bids for appointment as providers of 24/7 physical security service within the different municipal sites in and around but NOT limited to Nqanqarhu, Ugie, and Tlokoeng. The intention of the Municipality is to appoint THREE accredited service providers for a period of thirty-six (36) months.
- 1.2 The service providers for the provision of security services within municipal offices will include other sites that are located within the precinct of Nqanqarhu, Ugie, and Tlokoeng towns.
- 1.3 Bidders must also include their Ad-hoc appointment rates as provided for in the bill of quantities.
- 1.4 The scope of work is as provided for in the proposal and the supplier shall ensure hundred percent [100%] performance of all the obligations imposed in this contract.

## **2 Project Background**

The Municipality has a responsibility to manage, maintain and safeguard its assets. Security guards are therefore needed to prevent theft, vandalism or misuse of the municipal assets and ensure that assets are maintained for their useful lives. Access control to all municipal sites must be maintained at all times. This is in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985, as amended, the Criminal Procedures Act no 51 of 1977, the Minimum Information Security Standards (MISS), The Minimum Physical Security Standards (MPSS), other various legislation governing security in public sector institutions and the applicable municipal policies.

The scope of work to be undertaken will cover the following key performance areas. The detailed functions and activities of each key performance area will be covered in the Service Level Agreement ("the SLA").

## **TERMS OF REFERENCE**

### **1. PROFESSIONAL REGISTRATION**

- 1.1 Service Providers and staff members must be registered with the Private Security Industry Regulatory Authority (PSIRA). Certified proof of registration of the company and staff must accompany the tender. Failure to submit these documents with the tender will result in your bid being disqualified;
- 1.2 Proof of PSIRA registration of all new personnel that will be deployed at the municipal sites, appointed during the duration of the contract, must be submitted to the Manager: Administration and Council Support Services. It will be considered a breach of contract should it be discovered that any services within the scope of this tender is carried out by an unqualified and unregistered person.

### **2. WORKMEN'S COMPENSATION**

The bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations. A letter of good standing in terms of COIDA or latest assessment and proof of payment



thereof or proof of registration (only in cases of a new registration) will suffice.

### **3. FUNCTION OF THE SERVICE PROVIDER**

The Service Provider must:

- 3.1 Ensure that personnel are deployed at sites on time, in correct attire and in possession of the necessary equipment;
- 3.2 Ensure that premises and guards be visited and inspected during a shift period excluding shift changes. The visit must be entered into the logbook of the guard;
- 3.3 Report any emergencies and possible illegal activities to the Elundini Municipality immediately;
- 3.4 Control and supervise all personnel on duty;
- 3.5 Ensure that registers are up to date and available for inspection by the municipality's appointed representative;
- 3.6 Submit a monthly report to the Manager Administration and Council Support Services regarding all incidents within 10 days after the end of the month;
- 3.7 Make recommendations to the Manager with regards to improvement or preventative measures with regard to security issues relating to a site;
- 3.8 Ensure that security guards do get continuous training;
- 3.9 Ensure that security guards are able to communicate, read and write;
- 3.10 Ensure that a supervisor is available at all times.

Kindly note that should the service provider fail to comply with any of its functions, such a failure may result in the contract being cancelled.

### **4. SPECIAL CONDITIONS**

#### **4.1 Security Personnel**

The following is required from all security personnel when on duty:

- 4.1.1 Personnel must be dressed in full company security uniform;
- 4.1.2 Guards must be in possession of a torch and a two-way communication device [whenever required];
- 4.1.3 Guards must be in possession of a firearm (as and when required);
- 4.1.4 Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID card must contain the member's name, surname, PSIRA number, employee number and a photo of the employee;
- 4.1.5 All personnel must be registered with PSIRA;
- 4.1.6 Security personnel must be registered as a company employee with PSIRA;
- 4.1.7 All personnel must have police clearance and may not have a criminal record. A six-monthly report regarding the police clearance of all guards must be submitted with the monthly report;
- 4.1.8 All guards must at least have a Grade D security grading, save the supervisor which must be a Grade C.
- 4.1.9 No information concerning Employees activities may be furnished to the public or news media by the contractor or his employees;
- 4.1.10 The Employer reserves the right to ascertain from the S.A. Police Services whether security staff in his/ her service possesses clearances, and to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security staffs are registered with PSIRA;
- 4.1.10 The Service Provider must establish communication linkage with the police;
- 4.1.11 The Service Provider shall check authorization letters for the removal of goods from the institution. Copies of the authorizations including trip authority for municipal vehicles should be recorded and kept by the service provider.

### **5. GENERAL REQUIREMENTS AND SPECIFIC GOALS – SERVICE PROVIDER**

No.	GENERAL REQUIREMENTS AND NOTES	MEANS OF VERIFICATION	ATTACHED Y/N
5.1	The service provider must have a 24-hour dedicated office within the municipal jurisdiction that will liaise	Plan for the site establishment	



	<p>with the control room when submitting the Tender.</p> <p>The dedicated office must include having the Emergency Radio's with spare battery in the case of power failure;</p>		
5.2	<p>The control room must be compliant and have an electronic system with two-way radio base set that is connected to a radio network which enables radio communication through the Elundini municipality;</p> <p>The control room must have strict access control and it must be according to PSIRA standards;</p> <p>The control rooms will be inspected by designated municipal personnel during the evaluation of the tender.</p>	<p>A PSIRA certificate with regards to the control room standard must be submitted with the tender documents;</p> <p>Proof of address where the control room is must be submitted with the tender documents</p> <p>The business premises must be registered with PSIRA as a security business at that location;</p>	
5.3	The bidder must be registered with PSIRA.	The bidder must submit a valid PSIRA <b>certificate</b> and a <b>valid letter of good standing</b> i.e. the submission of a PSIRA certificate for businesses must be on the new certificate template or format in line with the industry circular issued by PSIRA on 10 March 2015.	
5.4	Operational computer with email/fax facilities and capable to do live tracker monitoring to ensure that the security guard patrols the designated area regularly;	<ul style="list-style-type: none"> <li>Contract with the tracking company with coordinates.</li> <li>Company email address with a fax number</li> </ul>	
5.5	Guards must be paid according to the Bargaining Council Security Sector rates.	Proof of salary rates of the service provider must be submitted with the tender documents;	
5.6	The bidder must submit a valid ICASA certificate for the base station (communication system).	In case this service is outsourced, the bidder must attach the Documentation Confirming the JV or Subcontracting arrangement.	
5.7	All personnel must belong to a provident fund.	A compliance letter from the fund must be attached to the tender;	
5.8	The Service Provider must submit proof of a Public Liability Insurance Policy to the value of at least R5 Million providing cover against all claims (including claims related to the use or misuse of fire-arms), against the Council, Contractor or its employees;	proof of a Public Liability Insurance Policy to the value of at least R5 Million	
5.9	<p>The Service Provider must have at least two vehicles in road worthy condition</p> <p>An inspection by a dedicated official/s of the municipality will be done after the closing date of the tender;</p>	<ul style="list-style-type: none"> <li>A certified copy of the registration certificate and road worthy certificate of the vehicles in the name of the company</li> <li>Where a Service Provider leases a vehicle a copy of the lease agreement must accompany the tender documents;</li> </ul>	
5.10	The bidder must prove company firearm registration and/or license.	Six (6) licensed firearms in the name of the bidding company	
5.11	The Service Provider shall have detailed procedures manuals for all security functions available on the start of the contract. Approval of the manuals will not relieve the Service Provider from any of his obligations under the contract. Should the employer discover any deficiencies in the procedure manuals	Approved and detailed company procedure manual(s)	



	subsequent to the approval of such manuals, the employer may order the Service Provider to amend the manuals to its satisfaction at the cost of the Service Provider.		
5.12	The Service Provider must demonstrate relevant experience in rendering security services at an organization similar to that of the employer within the past five (5) years.	The Service Provider must provide five (5) relevant contactable references for organisations where the Service Provider has rendered similar security services. Of the five (5) references, at least 1 must be an existing contract.	

## 6. MINIMUM REQUIREMENTS

The following are the minimum requirements which must be met for a tender to be evaluated:  
Bidders must comply with all the Minimum / Technical Requirements as listed below. Failure to comply with or submit any of the supporting documentation listed below will result in your bid being disqualified.

Item description		Please indicate with an "X" whether the offer complies with the requirements		
		Yes	No	Comment
(a)	Bidder must have a control room which is manned 24/7 from which monitoring will take place.			
(b)	The bidder must be registered with the following bodies and proof of registration must be submitted with the bid: - <ul style="list-style-type: none"> <li>The Private Security Industry Regulatory Authority (PSIRA), ICASA .</li> </ul>			
(c)	Two-way radio base set with back-up service.			
(d)	Emergency radio's with spare battery.			
(e)	Remote live tracker device.			
(f)	Control Room must comply with PSIRA regulations proof of compliance must be submitted with the tender.			
(g)	All personnel must belong to a provident fund. A compliance letter must be submitted with the tender.			
(h)	Guards must be paid equal to or above the required National Bargaining Council for the Private Security Sector. Salary rates must be provided with tender documents.			
(i)	All employees must be registered with PSIRA and proof of registration must be submitted with the tender.			
(j)	Proof of Public Liability Insurance Policy to the value of at least R5 Million providing cover against all claims (including claims related to the use or misuse of firearms), against the Council, Contractor or its employees.			

## 7. PRICING AND ESCALATION

- 7.1 Prices tendered will be rate per guard or unit.
- 7.2 Price escalation should be as per security bargaining council determination.
- 7.3 Prices or rates per guard shall be inclusive of **ALL** overhead costs.
- 7.4 The quoted price or rates per guard shall include for such services and no extra payment will be made to this effect unless specifically allowed for in the Schedule of Quantities.

## 8. CONTRACTOR EVALUATION / MANAGEMENT

- 8.1 The Elundini Municipality evaluates Service Providers on a monthly basis. The points allocated



monthly for the performance range from 1(poor) to 5(excellent). If service delivery is less than satisfactory (3 points), the service provider will be informed and instructed to rectify the shortcoming within a said period of time. If the situation is not rectified, further steps may be taken and the contract may be cancelled;

8.2 The Service provider will be evaluated on the following Key Performance Indicators (KPI's):

- 8.2.1 Guards on duty at specified time and place, in correct uniform and in possession of correct equipment;
- 8.2.2 Guards' conduct conducive with the image of the Elundini municipality;
- 8.2.3 Registers kept up to date and available for inspection. Monthly reports submitted 10 days after the end on each month.

## **9. INFORMATION TO BE PROVIDED BY THE BIDDER**

- 9.1 References and their contact details;
- 9.2 Proof of vehicle ownership or copy of lease agreement;
- 9.3 Proof of PSIRA registration of the company and staff;
- 9.4 Proof of PSIRA compliance of control room;
- 9.5 Proof of registration with a relevant pension fund / provident fund;
- 9.6 Proof of public liability insurance;
- 9.7 The bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

## **10. PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT**

The following facilities BUT NOT limited to, be patrolled and secured:

- a. Tlokoeng Municipal Offices;
- b. Tlokoeng Municipal Animal Pound;
- c. Tlokoeng Craft Centre;
- d. Tlokoeng Vehicle Testing Station (VTS);
- e. Tlokoeng Masonite site;
- f. Tlokoeng Library;
- g. Tlokoeng Waste site.
  
- h. Ugie Municipal Offices including Bhodi residential;
- i. Ugie Municipal Animal Pound;
- j. Ugie Furniture Manufacturing site.
  
- k. Nqanqarhu Municipal Offices;
- l. Nqanqarhu Mjunicipal Animal Pound;
- m. Nqanqarhu Sonwabile Community Hall;
- n. Nqanqarhu DLTC;
- o. Nqanqarhu Business Center.

## **11. GUARD SERVICES**

11.1 This service relates to the guarding of assets in accordance with standard practices and procedures in the security industry;

11.2 All accommodation, facilities and services supplied to the contractor by the Employer shall be operated and maintained by the Contractor to the satisfaction of the employer;

## **12. RESTRICTIONS ON THE ERECTING OF STRUCTURES AND EQUIPMENT**

12.1 The erecting, installation or alteration by the Contractor of any structures including Movable temporary accommodation units which the Contractor may wish to erect for administrative and/or supervisory purposes and equipment in or on the site in terms of this contract, shall be subject to the prior written approval of the Municipality. No domestic housing

facilities will be allowed on site;

12.2 The Municipality shall not be liable for any loss or damage to equipment supplied by the contractor due to theft, vandalism or whatever reason and any equipment lost or damaged shall be replaced by the Contractor at his/her own cost.

### **13. SECURITY STAFF EQUIPMENT**

The Contractor shall ensure that each member of his/her security staff will at all times when on duty, be fully equipped in respect of:

13.1 A neat and clearly identifiable uniform from the contractor, which uniform will include matching raincoats and overcoats for rainy and cold conditions, respectively;

13.2 A clear identification card from the contractor, with the members photo, identification and numbers on it, worn conspicuously on his person at all times;

13.3 Service aids to be worn on the body at all times:

- a) Baton;
- b) Handcuffs;
- c) Whistle;
- d) Pocket Book;
- e) Pen;
- f) Torch (at night);
- g) Hand carried 2 Way Radio;
- h) Firearm, where applicable.

### **14 REGISTER**

#### **14.1 Occurrence Book**

14.1.1 The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the guarded premises;

14.1.2 The Service Provider's security staff on duty shall make the following entries in the occurrence book:

- [i] All listed routine procedures such as patrols undertaken,
- [ii] Handing over of the shifts, etc, mentioning the procedures followed, by whom and the time of commencement;
- [iii] These entries shall be made clearly legible, in blue/black ink.

14.1.3 All occurrences however slight or unusual they may be, shall be recorded with reference made to the correct time and relevant actions taken;

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

14.1.5 The issue and/ or receipt of keys, specifying the time and by whom they were received or delivered;

14.1.6 The unlocking or locking of the doors or gates, specifying the time and by who locked or unlocked;

14.1.7 The handing over of shifts, mentioning all names of all shifts staff and accompanying equipment and aids. In case, staff taking over as well as staff handing over shall sign the entry/entries;

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

14.1.9 All visits by the second level supervisors and top management;

14.1.10 These entries shall be done in red ink.

#### **Note:**

Under no circumstances may an entry in the occurrence book be erased, painted out with correction



fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side. The Contractor shall store the completed (full) Occurrence Book until the end of the contract.

#### **14.2 Pedestrian Register / Admission Control Forms (Where Applicable).**

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

- (1) Date and time of visit;
- (2) Admission and exit times of the visitor to and from the site;
- (3) Surnames and initials of the visitor;
- (4) Home or work address of the visitor;
- (5) Official identity/ Passport Number of visitors;
- (6) Name and person to be visited;
- (7) Purpose of visit;
- (8) Brand, centre and number of firearms in visitor's possession (if any);
- (9) Signature of the visitor.

#### **14.3 Vehicle Register/ Forms (Where applicable)**

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

- (1) Date of visit;
- (2) Admission and exit time of visitor/vehicle to and from the site;
- (3) Surname and initials of driver;
- (4) Registration number of the vehicle;
- (5) Name of person to be visited;
- (6) Purpose of visit;
- (7) Number of passengers;
- (8) Home or work address of the driver;
- (9) Brand, centre and number of firearm(s) in the vehicle (if any)

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

#### **14.4 Prescribed Register/ Forms**

The purpose of the prescribed register/forms is to execute effective checking and control at the various sites of the municipality. The completion and keeping of a prescribed register/Form at a site may be required from the contractor by the municipality.

#### **14.5 Additional Prescribed Registers/ Forms to this Contract.**

##### **14.5.1 Gate permits**

Personnel removing any items from the premises must be in possession of a gate permit from stores or workshop indicating that he/she has permission to remove the items from the premises. Gate permits from the previous day are to be handed in at the office before 06h00 the following day.

##### **14.5.2 Vehicle inspection Form**

To be completed by the night shift for all vehicle on the premises. Dayshift to check vehicles when taking over from night shift. Forms from the previous day are to be handed in at the office before 06h00 the following day.

##### **14.5.3 Storage of Pedestrian and Vehicle Register Forms**

The contractor shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months, these documents must be given to the employer for archiving.

#### **14.6 Notebook**

- (1) The purpose of the notebook is to note down all incidents occurring or observations made;
- (2) By a security person during a turn of duty, for later reference;
- (3) During their turns of duty all security staff shall wear a notebook on their persons;
- (4) The following information shall be noted down in the notebooks:
  - all occurrences/ events,
- (5) However, slight or unusual, referring to the following:
  - a) Reporting on and off duty;
  - b) Time of occurrence or event;
  - c) Extent of occurrence or event;
  - d) Relevant occurrence book number with due allowance for paragraphs below;
  - e) Follow up actions taken in respect of occurrence or event;
  - f) All relevant information noted down in notebook shall immediately or directly after return from a patrol, be copied into the occurrence book;
  - g) The contractor shall store the completed (full) notebooks for the contract period.

#### **14.7 Duty List**

- (1) The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty;
- (2) Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the contractor and kept in the security control office of each centre where such service is rendered;
- (3) Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book

#### **14.8 Duty sheet**

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

### **15 OCCUPATIONAL HEALTH AND SAFETY**

In this clause, the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any Act which may take its place should it be replaced during the currency of the agreement between the Parties) as read with all regulations and standards promulgated in terms of the Occupational Health & Safety Act from time to time.

#### **15.1 The Service Provider**

- 15.1.1. Acknowledges that it is fully aware of the terms and conditions of the Act;
- 15.1.2. Acknowledges that it is an employer in its own right with its duties and responsibilities as prescribed in the Act;
- 15.1.3 Agrees to ensure that all services shall be performed and all equipment shall be used in accordance with the provision of the Act;
- 15.1.4 Accepts accountability for its employees and sub-contractors to the extent that such employees and sub- contractors (including any other personnel) contravene the provision of the act;
- 15.1.5 Agrees to comply with all rules and regulations implemented by or on behalf of the employer relating to health and safety and will inform the employer immediately should contractor for any reason be unable to comply with the provision of the Act and such rules and regulations;
- 15.1.6 The Service Provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of section 16(1) and (2) of the Act for the terms of the contract;
- 15.1.7 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

### **16 LOSS AND DAMAGE**

Any loss or damage which the municipality may suffer, or any claims lodged against the



municipality by any third party arising out of or relating to any loss that the municipality or such third party may suffer as a result of, or arising out of act or omission of any personnel of Service Provider or the failure of the Service Provider to provide the services in accordance with the provision of the contract shall be borne by the Service Provider.

## **17 TRANSFER MANAGEMENT**

Upon termination of contract for whatever reason, the service provider shall assist the employer to transfer the services to the municipality, or to another service provider designated by the Municipality. Without detracting from the generality of this obligation. The service provider shall, to the extent required by the municipality, provide the Municipality or the third-party service provider with all information and documentation required to enable the municipality or such service provider to provide the services, it being recorded that this obligation shall not oblige the service provider to deliver any documentation which is Proprietary or confidential to the municipality.

## **18 SUB-CONTRACTORS**

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

## **19 STRIKES**

The service provider undertakes that strikes by his personnel will not affect the rendering of these services.

## **20 INSURANCE AND INDEMNITY**

**The contractor shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to ELUNDINI LOCAL MUNICIPALITY which he/ she is contracted to secure. The contractor shall immediately inform the MUNICIPALITY of such loss, damage, destruction or theft**

20.1 At all times during the term of this agreement, the contractor shall carry and maintain in full force and effect the following:

- (1) Public and Product Liability coverage for bodily injury and personal injury (which coverage shall include, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, violation of right of privacy), and property damage, with a combined coverage of R5 000 000,00 (Five million Rands) property damage;
- (2) Vehicle Insurance unlimited for bodily injury and property damage coverage of R5 000 000.00 (Five Million Rands) property damage.

20.2 The service provider shall furnish to the Municipality upon appointment, insurance Underwriter's Certificates evidencing that the contractor is in full compliance with all the above described insurance requirements (including the insuring of the Contractor's contractual liability under this Article) and that:

20.3

- (1) The Municipality, its officers, agents and employees shall be named as additional insurers there under;
- (2) The Service Provider's policy requires the insurer(s) to give thirty-30 day's prior written notice of any cancellation or material alteration of the policies of the insurance, or any part thereof in a manner adverse to the Municipality.
- (3) The Service Provider's insurers waive rights of subrogation against the Municipality, its officers, employees and agents to the extent of the service provider's indemnification obligation set forth herein: and
- (4) The Service Provider's insurance policy is endorsed to include a cross-liability clause.

20.4 The Service Provider agrees and hereby undertakes to indemnify, defend and save harmless, the Municipality, its officers, employees and agents from and against any and all liability,

damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Municipality, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death or any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement. However, such liability damages, claims, penalties, thefts, fines, losses suit and actions that are caused by a negligent act or omissions of the Municipality, its officers, employees and agents, the Service Provider's liability under this indemnity shall be limited to the public and Product Liability insurance coverage;

- 20.5 The Municipality agrees that it will give to the Service Provider prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, effects or might affect the Service Provider. The Service Provider shall have the right to object the same to the extent of its own interest.

## 21 SAFE BOX FOR FIRE ARMS

Provision of the safe box will be the responsibility of the bidder. All fire arms must be locked into a safe box.

**TABLE 1**

SCHEDULE OF EXPERIENCE OF THE BIDDER					
	Employer (Name, Tel, Fax, Email)	Nature of work	Value of work (Incl. VAT)	Date started	Date completed
Name					
Contact Person					
Tel:					
Fax					
Email					

### NB:

The bid will be negotiated with the top three preferred bidders, at an average rate wherein the Municipality reserves the right to allocate each bidder to one of the three sites (Nqanarhu, Ugie and Tlokoeng).



**Bill of Quantities – Tlokoeng Sites (TABLE 1)**

#	Location	Qty	Security Grade C	Services	Day Shift	Night Shift	Weekdays	Rate per Guard	Total Amount
1.	Tlokoeng Municipal Office	2	1= Un-armed 1= armed		06:00-18:00	N/A	Daily including weekends and public holidays		
2.	Tlokoeng Centre	2	Armed		N/A	18:00-06:00	Daily including weekends and public holidays		
3.	Tlokoeng Vehicle Testing Station (VTS)	2	1= Un-armed 1= armed		06:00-18:00	N/A	Daily including weekends and public holidays		
4.	Tlokoeng Masonite site	1	Armed 1= Un-armed		N/A	18:00-06:00	Daily including weekends and public holidays		
5.	Tlokoeng Waste site	1	1= armed 1= Un-armed		N/A	18:00-06:00	Daily including weekends and public holidays		
6.	Tlokoeng Library	1	1= armed		N/A	18:00-06:00	Daily including weekends and public holidays		
7.	Tlokoeng Pound	2	Armed		N/A	18:00-06:00	Daily including weekends and public holidays		
Total Rate Cost for all Tlokoeng sites					R				

#	Location	Qty	Security Grade C	Services	Day Shift	Night Shift	Weekdays	Rate per Guard	Total Amount
<b>Bill of Quantities –Ugie Sites (TABLE 2)</b>									
8.	Ugie Municipal office	2	1= Un-armed 1= armed		06:00 -18:00	N/A	Daily including weekends and public holidays		
9.	Ugie Furniture Manufacturing	2	Armed		N/A	18:00 – 06:00	Daily including weekends and public holidays		
10	Ugie Animal Pound	2	Armed		N/A	18:00 – 06:00	Daily including weekends and public holidays		
11	Ntokozweni Community Hall	1	Armed		N/A	16:30-08:00	Daily including weekends and public holidays		
					N/A	18:00-06:00	Daily including weekends and public holidays		
<b>Total Rate Cost for all Ugie sites</b>					<b>R</b>				



#	Location	Qty	Security Grade C	Services	Day Shift	Night Shift	Weekdays	Rate per Guard	Total Amount
Bill of Quantities – Nqanqarhu Sites (TABLE 3)									
1	Nqanqarhu Municipal Offices	2	1 = Un-armed 1 = armed		06:00 -18:00	N/A	Daily including weekends and public holidays		
2		2	Armed		N/A	18:00 – 06:00			
1	Nqanqarhu Municipal Pound	2	Armed		N/A	16:30-08:00	Daily including weekends and public holidays		
3	Animal								
1	Nqanqarhu Sonwabile Community Hall	1	Armed		N/A	18:00-06:00	Daily including weekends and public holidays		
4									
1	Nqanqarhu DLTC	2	1 = Un-armed 1 = armed			N/A	Daily including weekends and public holidays		
5		2	Armed						
1	Nqanqarhu Business Center	2	1 = Un-armed 1 = armed		06:00-18:00	N/A	Daily including weekends and public holidays		
6									
Total Rate Cost for all Nqanqarhu sites					R				
SUPERVISOR (TABLE 4)									
1	Nqanqarhu	2	1 Armed supervisor per shift		06:00-18:00	18:00-06:00	Daily including weekends and public holidays		
2	Ugie	2	1 Armed supervisor per shift		06:00-18:00	18:00-06:00	Daily including weekends and public holidays		
3	Tlokoeng	2	1 Armed supervisor per shift		06:00-18:00	18:00-06:00	Daily including weekends and public holidays		

#	Location	Qty	Security Grade C	Services	Day Shift	Night Shift	Weekdays	Rate per Guard	Total Amount
<b>VEHICLE AND EQUIPMENT (TABLE 5)</b>									
#	Need	Qty			Shifts	Comments		Unit Price	Total Amount
1.	Vehicle	1			24hr	Daily including weekends and public holidays			
2.	Firearm safety box to accommodate at least 6 guns	1			24hr	Municipal main office gate			
3.	Patrol mechanism	8			24hr	Around all the sites			
4.	Site Establishment					Site establishment plus overheads			
		<b>SUB-TOTAL</b>							
		<b>VAT</b>							
		<b>GRAND TOTAL FOR ALL SITES INCLUDING TABLES 4 &amp; 5</b>							

#### AD- HOC SERVICES – BILL OF QUANTITIES (TABLE 6)

(The total price is required for comparative purposes)

Security Services Grade C	Quantity	Day Shift Price	Night Shift Price	Total
Armed Guards	1			
un- armed	1			
<b>SUB-TOTAL</b>				
<b>VAT</b>				
<b>GRAND TOTAL (FOR TABLE 6 ONLY)</b>				
<b>BID GRAND TOTAL INCLUDING ALL TABLES 1 to 6</b>				