



NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY

BID DESCRIPTION: SUPPLY, INSTALLATION & MAINTENANCE OF IT SECURITY TECHNOLOGICAL AIDS FOR VARIOUS WATER TREATMENT PLANTS, WASTE WATER TREATMENT PLANTS, RESERVOIRS, FIRE STATIONS & MUNICIPAL BUILDINGS IN NMMDM ON AS AN WHEN REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS

BID NUMBER: NMMDM 22/23/05 CS

TENDER SUBMITTED BY (DIRECTOR):

NAME OF BIDDING COMPANY:

BUSINESS ADDRESS:

.....

.....

TEL. / CELL NUMBER:

E-MAIL ADDRESS:

ISSUED BY:
Municipal Manager
Ngaka Modiri Molema District Municipality
Private Bag X 2167
Mahikeng
2745
Tel: (018) 381 9400

CLOSING DATE: 09 OCTOBER 2023 @ 11H00AM

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NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY



SUPPLY, INSTALLATION & MAINTENANCE OF IT SECURITY TECHNOLOGICAL AIDS FOR VARIOUS WATER TREATMENT PLANTS, WASTE WATER TREATMENT PLANTS, RESERVOIRS, FIRE STATIONS & MUNICIPAL BUILDINGS IN NMMDM ON AS AN WHEN REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS

TENDER NO: NMMDM 22/23/05 CS

INVITATION TO BID

Prospective service providers are hereby invited to bid for the **SUPPLY, INSTALLATION & MAINTENANCE OF IT SECURITY TECHNOLOGICAL AIDS FOR VARIOUS WATER TREATMENT PLANTS, WASTE WATER TREATMENT PLANTS, RESERVOIRS, FIRE STATIONS & MUNICIPAL BUILDINGS IN NMMDM ON AS AN WHEN REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS**

Detailed bids documents are obtainable from www.nmmdm.gov.za/tenders and www.etenders.gov.za

Tenders completed as prescribed shall be sealed in an envelope marked **"NMMDM 22/23/05 CS - SUPPLY, INSTALLATION & MAINTENANCE OF IT SECURITY TECHNOLOGICAL AIDS FOR VARIOUS WATER TREATMENT PLANTS, WASTE WATER TREATMENT PLANTS, RESERVOIRS, FIRE STATIONS & MUNICIPAL BUILDINGS IN NMMDM ON AS AN WHEN REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS"** and deposited in the bid box at Ngaka Modiri Molema District Municipality, Cnr Carrington and 1st Avenue, Industrial Sites, Mahikeng, to reach its destination not later than **09 OCTOBER 2023 AT 11H00AM** when tenders shall be opened in public.

Bids will be adjudicated based on the Preferential Procurement Regulations 2022 using compliance, functionality and 80/20 points system.

The validity period for this tender is 90 days.

Any enquiries regarding the bidding procedure may be directed to Ms B. Mokate / Mr P. Tauetsile / Ms T. Manyeneng (018) 381 9400, e-mail mokateb@nmmdm.gov.za / tauetsilep@nmmdm.gov.za / manyenengt@nmmdm.gov.za

Any enquiries regarding technical information may be directed to Mr D. Mashid 018 381 9400, e-mail mashid@nmmdm.gov.za

**SIGNED.
O.A LOSABA
MUNICIPAL MANAGER**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN					
THE BID BOX SITUATED AT <i>(STREET ADDRESS</i>					
TENDER/QUOTATION BOX SITUATED NEXT TO THE MAIN ENTRANCE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] N/A	<input type="checkbox"/> Yes N/A <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes N/A <input type="checkbox"/> No		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
 - 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
 - 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
 - 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
 - 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

LIST OF RETURNABLE DOCUMENTS

1. Proof of Central Suppliers Database (CSD) registration
2. C.K Document
3. Certified ID copies (of not more than three months) of company directors
4. Certified copies must have a date of certification and should be not older than 3 months as at the close of the tender. (Should the copy not have the date of certification the tender will be regarded as non-responsive)
5. Only original stamp and signature will be accepted.
6. Copy of a certified document will be considered non responsive.
7. A signed Joint Venture Agreement (In case of a Joint Venture)
8. Recent Statement of Municipal rates and taxes or municipal service charges of every Director Listed on the C.K Document not older than three months from the date issued and not owing more than three months (90 Days)
9. Recent Statement of Municipal rates and taxes or municipal service charges of the Company (Bidder) not older than three months from the date issued and not owing more than three months (90 Days)
10. Should a Company (Bidder) Lease a property, the lease agreement will replace the requirement on (11).
11. Should Directors be residing in rural areas, Letter from Tribal Authority confirming your stay in that Area
12. Should the Director not be responsible for rates and taxes but residing in an area where there is Municipal Services offered, the director should submit the Original Affidavit from South African Police Service Confirming as such.
13. Should the Company (Bidder) be operating from the Same Address as the Director, An affidavit confirming such should be submitted.
14. Requirements from (10-15) should be submitted for J.V based on their applicability
15. Company's certified copy of valid PSIRA letter or good standing.
16. Company directors' certified PSIRA registration certificate.
17. Public liability insurance with not less than R 2 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid document.
18. Certified copy of a Valid Compensation for Occupational Injuries and Diseases Act (COIDA) certificate.

19. Soft copy of the entire document including returnables saved in a USB. **(Failure to submit the soft copy will result in a disqualification)**
20. Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

BID REQUIREMENTS

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

NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY

SIGNATORY AUTHORISATION

(To be completed by the Bidder)

SIGNATORY AUTHORISATION

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By virtue of resolution dated -----day of -----20-----
(Month)

The certified copy of resolution that is herewith attached to this Bid.

AS WITNESSES:

1.
(Initials and Surname in full) Signature

Firm/Company's Name:

Physical Address:

2.
(Initials and Surname in full) Signature

Firm/Company's Name:

Physical Address:

NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder).....
 - 3.3 Company Registration Number:.....
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholder 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**

* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.8.1 If so, furnish particulars:

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

3.9.1 If so, 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 the evaluation and or adjudication of this bid? **YES/NO**

3.10.1 If so, furnish particulars:
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any 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 so, furnish particulars:
.....
.....

3.12 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If so, furnish particulars:
.....

3.13 Are any spouse, child or parent of the company's directors Managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If so, furnish particulars:
.....

3.14 Do you or any other of the directors, 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 so, furnish particulars:
.....

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

Full Name	Identity Number	State Employee Number

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

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)

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a. The applicable preference point system for this tender is the 80/20 preference point system.
- b. 80/20 preference point system will be applicable in this tender. The lowest 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
PRICE	80
SPECIFIC GOALS	20
RACE (BLACK) = 5	
GENDER (WOMEN) = 5	
YOUTH = 5	
DISABILITY = 5	
Total points for Price and SPECIFIC GOALS	100

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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = 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 the 80/20 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 the 80/20 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 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE (BLACK)	5	
GENDER (WOMEN)	5	
YOUTH	5	
DISABILITY	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.1. Name of company/firm.....

3.2. Company registration number:

3.3. 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]

3.4. 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

forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT):

CAPACITY

SIGNATURE :

NAME OF FIRM:

DATE:

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<u>DESCRIPTION OF SERVICE</u>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOALS AS PER TABLE 1 OF MBD 6.1	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT).....

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Documents must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector during the past five years;
 - 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 as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	<input type="checkbox"/>	<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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars		

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?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply 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:

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 consortium³ 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.

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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

TERMS OF REFERENCE

1. PURPOSE

The purpose of this Terms of Reference (ToR) is to invite Suppliers (hereinafter referred to as "bidders") to submit bids for the Supply, Installation and Maintenance of IT Security Technological Aids, for Ngaka Modiri Molema District Municipality (NMMDM).

2. BACKGROUND

- 2.1. NMMDM as the water authority in terms of Water Service Act No. 108 of 1997 is mandated to provide its district communities with water and sanitation. Currently the execution of this mandate is hindered by high incidents of vandalism and theft on its water and sanitation infrastructure. To address this challenge NMMDM will be rolling out the installation of IT security technological aids at various sites across the district in order to strengthen and enhance its security measures.
- 2.2. The Control of Access to Public Premises and Vehicles Act 1985, Act No. 53 of 1985 as amended; the Criminal Procedure Act 1977, Act No. 51 of 1977; the Minimum Information Security Standards (MISS); the Minimum Physical Security Standards (MPSS) and other legislations that regulate security within the Organs of State, prescribe the implementation of security measures as the most crucial in protecting assets of the state and ensuring business continuity.
- 2.3. NMMDM is currently structured as follows:
 - Office Buildings
 - Waste-Water Treatment Plants (WWTP)
 - Boreholes
 - Reservoirs
 - Fire Stations
 - Mayoral Private/Official Residence
- 2.4. Critical Infrastructure Equipment:
 - Lister Engine
 - Generators
 - Goman-Ruff Motors (For WWTPs)

3. LEGAL REQUIREMENTS

- 3.1. The contract shall in all respects be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidders(s) and NMMDM regarding the contract shall be settled within the courts of the Republic of South Africa.
- 3.2. **Bidders(s) must comply, but not limited to, with the following relevant legislation:**
 - 3.2.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001);
 - 3.2.2. The Private Security Industry Regulations, 2002 dated 14 February 2002;
 - 3.2.3. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no. 103 of 1993);
 - 3.2.4. The Occupational Health and Safety Act, 1993 (Act no 85 of 1993);
 - 3.2.5. The Criminal Procedure Act, 1977 (Act no. 51 1977);
 - 3.2.6. The Firearms Control Act, 2000 (Act no. 60 of 200);
 - 3.2.7. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
 - 3.2.8. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);
- 3.3. Should any of the above be amended or replaced, such replacement or amendment should be adhered to.

4. CONFIDENTIALITY

- 4.1. The bidder(s) should ensure that NMMDM's interest are served at all times during the contract period. Any information gained by the bidder(s) during the course of the contract must be kept in strict confidence and may not be used without the written permission of NMMDM.

5. BID CONDITIONS

- 5.1. NMMDM reserves the right to cancel the contract forthwith and to terminate the services of the bidder(s) without prior notice to do so bidder(s) becomes unable for any reason whatsoever to implement any terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful bidders(s). In such an event, the bidder(s) shall, when called to do so, hand over all NMMDM documents which are related to the contract.
- 5.2. NMMDM shall not accept any responsibility for accounts/expenses incurred by the bidder(s) that was not agreed upon by the contracting parties.
- 5.3. The bidder(s) undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as is practically possible before the commencement of this agreement.
- 5.4. The bidder(s) shall notify NMMDM in writing of any change of address within five days hereof.
- 5.5. The bidder(s) shall be responsible for all transport costs incurred during installations.
- 5.6. NMMDM reserves the right to inspect the services rendered by the bidder(s) at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.
- 5.7. The norms and quality of the services rendered must be in accordance with the acceptable standards of the security industry.
- 5.8. The bidder(s) shall take all possible steps to ensure that the contract and the intended execution take place.
- 5.9. The bidder(s) must be registered with PSIRA.
- 5.10. The bidder(s) must provide certified copy of valid PSIRA letter or good standing.
- 5.11. The bidder(s) must provide certified copies of Company directors PSIRA registration certificate.
- 5.12. The bidder(s) must provide a certified copy of a valid Compensation for Occupational Injuries and Diseases Act (COIDA) certificate or letter of good standing.
- 5.13. NMMDM reserves the right to conduct security background checks in respect of the recommended bidder(s) and its directors or members as well as registered security officers with the State Security Agency (SSA). The appointment of successful bidder(s) will be subject to positive background checks.
- 5.14. The successful bidder will be required to provide service in a courteous and professional manner.
- 5.15. The successful bidder must ensure that all staff working under this contract are in good health and pose no risk to any NMMDM employees.
- 5.16. The successful bidder will comply with NMMDM security emergency policies, procedures and regulations.
- 5.17. The Agency will not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 5.18. The successful bidder(s) will enter into a Service Level Agreement (SLA) with NMMDM.
- 5.19. NMMDM reserves the right to negotiate price(s) with the successful bidder(s).
- 5.20. NMMDM reserves the right to award the bid to one or more service providers.
- 5.21. NMMDM reserves the right to award the bid in whole or only partial.
- 5.22. NMMDM reserves the right to reduce/increase the required goods during the contract period.

6. PUBLIC LIABILITY

- 6.1. The bidder(s) indemnifies NMMDM from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the bidder or any other person that may result from or be related to the execution of this contract.
- 6.2. The bidder(s) will be held responsible for any damage or theft by their employees or due to their negligence whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by NMMDM against the bidder. NMMDM reserves the right to claim for damages against the bidder arising out of negligence and/or poor performance by the bidder or its employees.
- 6.3. Bidder(s) should have public liability insurance with not less than R 2 million cover or a letter from the insurer indicating intention to take up cover at the time of submitting the bid documents.
- 6.4. In the case of the loss or damage to property resulting from providing service, the bidder(s) undertakes to repair/rectify the damage immediately after the notification by Security Unit of the municipality. If the bidder(s) fails to act after such notification, NMMDM will rectify the damages and the cost will be recovered from the bidder(s).

7. SCOPE OF WORK

- 7.1. Offer on-premises/remote CCTV monitoring and recording at identified municipal sites.
- 7.2. Perform repairs on faulty, damaged equipment after notification by the Security Unit of the municipality.
- 7.3. Supply and installation of new equipment/items at identified sites upon request.
- 7.4. Supply and installation/replacement equipment/items at identified sites upon request.

8. REQUIREMENTS

(PRODUCT/ SERVICE/ SOLUTION REQUIREMENTS)

No.	Items/Service Description	Quantity
1	4MP Vari-focal Bullet Network Camera, 2.8-12mm lens, Waterproof, H.265+ compression technology	1
2	4MP Vari-focal Dome Network Camera, 2.8-12mm lens, Waterproof, H.265+ compression technology	1
3	8-Port Gigabit PoE Network Switch	1
4	24-Port Gigabit PoE Network Switch	1
5	48-Port Gigabit PoE Network Switch	1
6	8Ch Network Video Recorder (NVR) with PoE, up-to 12MP Resolution, HDMI output, 8G SATA Hard Drive	1
7	16Ch Network Video Recorder (NVR) with PoE, up-to 12MP Resolution, HDMI output, 8G SATA Hard Drive	1
8	32Ch Network Video Recorder (NVR) with PoE, up-to 12MP Resolution, HDMI output, 8G SATA Hard Drive	1
9	64Ch Network Video Recorder (NVR) with PoE, up-to 12MP Resolution, HDMI output, 8G SATA Hard Drive	1
10	3KVA Standby UPS	1
11	750VA Standby UPS	1
12	Two-in-one UPS (Solar & Direct Current)	1

13	300W LED Flood Light	1
14	200 per packet RJ45 Connectors	1
15	32" Full HD LED Monitor	1
16	43" Full HD LED Monitor	1
17	12V 20Amp CCTV Power Supply 18-way	1
18	Multi-plug 4x16A 4x5A (8-way)	1
19	Multi-plug 3x16A 3x5A (6-way)	1
20	HDMI Extender	1
21	8TB Hard Drive	1
22	Mounting Boxes	1
23	15U Mountable Server Rack	1
24	Magnetic Lock (linear thrust of +=500kg)	1
25	Magnetic Lock Bracket	1
26	K1T804A Pro Series Fingerprint Terminal	1
27	Pro Series Access Controller	1
28	Power over Ethernet Adapter	1
29	Sector 2 Boomgate 4.5m	1
30	Gooseneck Commax	1
31	Ground Loop Wire	1
32	Concrete ready mix 5kg	1
33	Power cable per meter	1
34	Myler cable 4 pair	1
35	100W Mono Solar Panel	1
36	Security Guard Patrol Tracking System Docking Station	1
37	Security Guard Patrol Tracking System Baton Stainless Steel	1
38	Security Guard Patrol Tracking System Patrol Point including Bracket	1
39	200W Mono Solar Panel	1
40	300W Mono Solar Panel	1
41	400W - 500W Mono Solar Panel	1
42	12.8V 100AH Lithium Battery	1
43	12.8V 200AH Lithium Battery	1
44	6m Steel Square Tube 75mmx75mm	1
45	25PCS Network Repair Tool Kit with Crimping Pliers, Wire Stripper and Cable Tester	1
46	Camera Tester	1
47	Trunking	Per meter
48	100m Cat6e Network Cable	Per meter
49	500m Cat6e Network Cable	Per meter
50	HDMI 2.0 Cable	Per meter
51	Network Diagram layout of camera solution	Per site
52	Skills Transfer/Training	Per hour
53	Extended Warranty	
54	Technical and Maintenance Support	Per hour

9. GUARANTEE AND SERVICE

- 9.1. The successful bidder must provide 12-months guarantee on the newly installed equipment and services.
- 9.2. The successful bidder must guarantee a 3-year warranty and service from the date of delivery to site, and successful commissioning of the unit.
- 9.3. During the period of guarantee, the successful bidder shall, at their own expense, carry out all necessary repair work, including material and labour, (excluding work required due to damage by others) in order to maintain the equipment in a working condition.
- 9.4. The successful bidder shall, during the period of guarantee, repair the equipment to the satisfaction of the Municipality, within 48 hours after the notification of the fault.

PERFORMANCE EVALUATION

The functionality/ performance evaluation will be based on a threshold where bidders who fail to meet the overall minimum score of 35 points on functionality will be disqualified.

EVALUATION CRITERIA: FUNCTIONALITY

CRITERIA	POINTS ALLOCATION	SCORING (Official use)
Key Personnel (Information Technology qualification with Networking or Videography speciality and CV) NB: Both qualification(s) and CV must be attached, failure to submit both documents will forfeit all the points.	10	
PSIRA Registration of Company & Project Manager PSIRA Registration of Company PSIRA Registration of Project Manager	20 10 10	
Company Experience in similar projects (i.e, from government / municipalities or Industrial Companies) (Appointment letters & Reference letters to be attached) - 4 or more letters - 3 letters - 2 letters - 1 letter	10 7 5 2	
Locality - Within NMMDM Jurisdiction - Outside NMMDM but within NW Province - Outside NW Province	10 5 3	
TOTAL	50	

Bidders who fail to score more than thirty-five (35) points on functionality will be considered as having submitted a non-responsive bid and will not be considered for further evaluation.

PRICING SCHEDULE

No.	Items/Service Description	Quantity	Rate (Unit Price)
1	4MP Vari-focal Bullet Network Camera, 2.8-12mm lens, Waterproof, H.265+ compression technology	1	
2	4MP Vari-focal Dome Network Camera, 2.8-12mm lens, Waterproof, H.265+ compression technology	1	
3	8-Port Gigabit PoE Network Switch	1	
4	24-Port Gigabit PoE Network Switch	1	
5	48-Port Gigabit PoE Network Switch	1	
6	8Ch Network Video Recorder (NVR) with PoE, up-to 12MP Resolution, HDMI output, 8G SATA Hard Drive	1	
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10	3KVA Standby UPS	1	
11	750VA Standby UPS	1	
12	Two-in-one UPS (Solar & Direct Current)	1	
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18	Multi-plug 4x16A 4x5A (8-way)	1	
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20	HDMI Extender	1	
21	8TB Hard Drive	1	
22	Mounting Boxes	1	

23	15U Mountable Server Rack	1	
24	Magnetic Lock (linear thrust of +=500kg)	1	
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27	Pro Series Access Controller	1	
28	Power over Ethernet Adapter	1	
29	Sector 2 Boomgate 4.5m	1	
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32	Concrete ready mix 5kg	1	
33	Power cable per meter	1	
34	Myler cable 4 pair	1	
35	100W Mono Solar Panel	1	
36	Security Guard Patrol Tracking System Docking Station	1	
37	Security Guard Patrol Tracking System Baton Stainless Steel	1	
38	Security Guard Patrol Tracking System Patrol Point including Bracket	1	
39	200W Mono Solar Panel	1	
40	300W Mono Solar Panel	1	
41	400W - 500W Mono Solar Panel	1	
42	12.8V 100AH Lithium Battery	1	
43	12.8V 200AH Lithium Battery	1	
44	6m Steel Square Tube 75mmx75mm	1	
45	25PCS Network Repair Tool Kit with Crimping Pliers, Wire Stripper and Cable Tester	1	
46	Camera Tester	1	
47	Trunking	Per meter	

48	100m Cat6e Network Cable	Per meter	
49	500m Cat6e Network Cable	Per meter	
50	HDMI 2.0 Cable	Per meter	
51	Network Diagram layout of camera solution	Per site	
52	Skills Transfer/Training	Per hour	
53	Extended Warranty		
54	Technical and Maintenance Support	Per hour	
	TOTAL RATES		

ANNEXURE A

GENERAL CONDITIONS OF CONTRACT