

# ABAQULUSI MUNICIPALITY



**PROVISION OF 24 HOUR ARMED PHYSICAL SECURITY SERVICES  
MUNICIPAL OFFICES, BUILDINGS, SITES AND ESCORTS TO EXECUTE MUNICIPAL  
FUNCTION AT EMONDLO FOR THE PERIOD OF 36 MONTHS: TENDER NO:  
8/2/1/527**

NAME OF THE COMPANY	
BIND AMOUNT INCLUDING VAT	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
CONTACT NUMBER	
EMAIL ADDRESS	
CSD	

**MUNICIPAL MANAGER  
ABAQULUSI MUNICIPALITY  
PO BOX 57  
VRYHEID  
3100**

MBD 1  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO SUBMIT YOUR BID FOR PROVISION OF 24 HOUR ARMED PHYSICAL SECURITY SERVICES MUNICIPAL OFFICES, BUILDINGS, SITES AND ESCORTS TO EXECUTE MUNICIPAL FUNCTION AT EMONDLO FOR THE PERIOD OF 36 MONTHS WITH TENDER NUMBER: 8/2/1/527**

BID NUMBER: 8/2/1/527      CLOSING DATE: 13 DECEMBER 2024      CLOSING TIME: 12H00

**DESCRIPTION: PROVISION OF 24 HOUR ARMED PHYSICAL SECURITY SERVICES MUNICIPAL OFFICES, BUILDINGS, SITES AND ESCORTS TO EXECUTE MUNICIPAL FUNCTION AT EMONDLO FOR THE PERIOD OF 36 MONTHS.**

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**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

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BID DOCUMENTS MAY BE POSTED TO:

**AbaQulusi Municipality  
Corner of high and Mark Street  
Vryheid 3100**

OR

DEPOSITED IN THE BID BOX SITUATED AT **CORNER OF HIGH STREET AND MARK STREET**

❖ **Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER: .....

POSTAL ADDRESS: .....

STREET ADDRESS: .....

TELEPHONE NUMBER: .....

CODE.....NUMBER.....

CELLPHONE NUMBER: .....

FACSIMILE NUMBER: ..... CODE ..... NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)  
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)  
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE.....

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

TOTAL BID: .....

TOTAL NUMBER OF ITEMS OFFERED.....

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality:** AbaQulusi

**Department:** Supply Chain Management

**Contact Person:** SCM

Tel: 034 9822133 Ext. 2277

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** ZD GUMBI

**Tel:** 034 9822 133

**Fax:** 034 9821939

**INVITATION TO TENDER**

**TENDER NUMBER: 8/2/1/527  
PUBLISHED DATE: 13/11/2024  
DEPARTMENT: COMMUNITY SERVICES**

**PROVISION OF 24 HOUR ARMED PHYSICAL SECURITY SERVICES MUNICIPAL OFFICES,  
BUILDINGS, SITES AND ESCORTS TO EXECUTE MUNICIPAL FUNCTION AT  
EMONDLO FOR THE PERIOD OF 36 MONTHS.**

Abaqulusi Municipality is hereby inviting prospective and qualified service providers to submit bid for the provision of 24 hour armed physical security services municipal offices, buildings, sites and escorts to execute municipal function for the period of 36 months as per specification attached in the tender document.

Bids documents will be self-downloaded from E-tender Portal ([www.e-tenders.gov.za](http://www.e-tenders.gov.za)) as from the **13 NOVEMBER 2024**.

Sealed Bid documents marked with the relevant "**Bid Name and Bid Number**" must be deposited in the Bid box at the Abaqulusi Local Municipality offices no later than 12:00 pm on **A SPECIFIED DATE ON THE TABLE**, where after all Bids will be opened to the public. Telegraphic, faxed and late tenders will not be accepted and the Municipality shall not be held responsible for any couriered and posted document.

**CONDITIONS:**

- ❖ The above tenders will be evaluated of completeness, compliance, functionality and price make sure all required information is submitted with the bid document.
- ❖ No awards will be made to a person, who is not registered on the Central Supplier Data base
- ❖ The security service provider to comply with the Security Industry Regulation Act (SIRA)
- ❖ The Security service provider to comply with the SA Firearms Act.
- ❖ No awards will be made to a person, who is in the service of the state
- ❖ No awards will be made to a person, if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state, and / or
- ❖ No awards will be made to a person, who is an advisor or consultant contracted with the Municipality or municipal entity
- ❖ Fill in all the Municipal Bidding Documents (MBD'S) failure to do so will automatically disqualify.
- ❖ Fully Completed all the MBD'S on the tender document
- ❖ Fully completed tender document (bidder will be disqualified for incomplete document)
- ❖ Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website ([www.abaqulusi.gov.za](http://www.abaqulusi.gov.za)) and submit them with your bid document.
- ❖ Late bids will not be accepted,
- ❖ The tender will be valid for a period of 90 days after the closing date
- ❖ The tender must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ Failure to comply with these conditions will result in immediate disqualification of the bid.

The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accept the lowest bid or award a contract to the bidder scoring the highest number of points.

## **MINIMUM REQUIREMENTS**

The following documents have to be attached:

- ❖ Central Supplier Data base registration report (Detailed) to claim special goals
- ❖ Valid copy of company registration document
- ❖ IF above R10m, an audited three-year AFS must be provided
- ❖ For security services, Proof of Company PSIRA registration
- ❖ For security services, proof of personnel PSIRA registration
- ❖ For security services, proof of firearms license
- ❖ For security services proof of ICASA registration for radio frequency
- ❖ Proof of vehicle ownership or lease agreement
- ❖ Proof of financial stability from bank
- ❖ CV's and certificates of personnel
- ❖ Proof of compliance with COID ACT
- ❖ Proof of registration certificate / agreement / powers of attorneys
- ❖ Proof of Unemployment Insurance Fund
- ❖ Proof of insurance cover
- ❖ If joint venture, certified copy of venture agreement
- ❖ SARS PIN or Tax Clearance certificate must be submitted
- ❖ Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- ❖ Relevant experience with reference letter must be provided
- ❖ A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted not older than three months or lease agreement
- ❖ Certified copies of identity documents of directors and owners of the company must be submitted

For more SCM enquiries please contact Supply Chain Management office at [scm@abaqulusi.gov.za](mailto:scm@abaqulusi.gov.za).

**No bids will be accepted from a person in the service of the state and whose Tax Matters are Non-Compliant.**

The Abaqulusi Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

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**SP DLAMINI**  
**MUNICIPAL MANAGER**

To be advertised on newspaper, e-tender portal, municipal website and notice boards

**NORMS/STANDARDS**

1. The contractor shall render security services of such an acceptable norm/standard that will be to the benefit of both parties.
  
2. ....All possible steps must be taken by the Contractor to ensure that the correct intended execution of this contract will take place. These steps shall include the protection of AbaQulusi Municipality’s property at the intended centres and the protection of the said property against theft, vandalism, to protect life and prevent crime.
  
- 3... The security service provider to comply with the Security Industry Regulation Act (SIRA)
  
4. The Security service provider to comply with the SA Firearms Act.

**DEFINITION OF TERMS**

- |           |   |  |
|-----------|---|--|
| <b>1.</b> | <b>Administration:</b>  | AbaQulusi Municipality   |
| <b>2.</b> | <b>Service:</b>   | Security Services to be rendered in terms of this contract.  |
| <b>3.</b> | <b>Contact Person:</b><br>person who will act as an<br><br>at the centres and AbaQulusi | The AbaQulusi Municipality will appoint a<br><br>intermediary between the Contractor’s staff<br><br>Municipality |
| <b>4.</b> | <b>Contractor:</b> .....  | The person(s), partnership, close corporation, firm or company, whose id<br><br>for this service was accepted.   |

- 5. Subcontractor:** ..... The contractor shall not without the permission of AbaQulusi Municipality, appoint a subcontractor to perform the functions set out in the bid document.
- 6. Agreement ..:** signed by the parties, the accepted document, agreement This document comprises the agreement conditions of tender, the id and the conditions and specifications.
- 7. Agreement:** is to be rendered and as amended, extended PeriodThe period during which the service originally determined in the agreement, or or renewed in accordance with the stipulations of the agreement.
- 8. Parties:** Contractor. ....The AbaQulusi Municipality and the
- 9. Security Staff:** Staff in the employ of the Contractor.
- 10. Security:** the physical security services at Officer ...Security staff who shall execute the centres.
- 11. Centre/Institution:** the service will be The grounds and/or the building at which rendered.
- 12. Centre Management:** Municipality. Official/s acting on behalf of AbaQulusi

### 13. Supervision

**13.1 First Level:** The person executing direct supervision and control over the security officers.

**13.2 Second Level.....:** The person executing complete supervision and control over security staff at the centres where the security service is rendered by the contractor.

### GENERAL CONDITIONS AND PROCEDURES

That the contracting company shall comply with applicable legislation as mentioned below:

- Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- Occupational Health and Safety Act 1993 (Act no. 85 of 1993)
- Criminal Procedure Act, 1977 (Act 51 of 1977) as amended
- Private Security Industry Regulation Act 2001 (Act 56 of 2001)
- Control of access to public premise and vehicles Act, 1985 (Act 53 of 1985)
- National key points act, 1980 (Act 102 of 1980)
- Trespass act, 1939 (Act 6 of 1959)
- Labour Relation Act, 1995 (Act 66 of 1995)
- Employment Equity Act, 1998 (Act 55 of 1998)
- Fire-arms Control Act, 2000 (Act 60 of 2000)
- Protected Disclosures Act, 2000 (Act 26 of 2000)
- Intimidation Act, 1982 (Act 72 of 1982)
- Prevention and Combating of Corrupt activities Act, 004 (Act 12 of 2004)
- Preferential, Procurement, Policy fragment Act no. 5 of 2000.

## **SECURITY STAFF**

The norm/quality of the security service to be rendered must be in accordance with acceptable standards of the trade concerned.

All possible steps shall be taken by the contractor to ensure that the contract/intended execution of the agreement, will take place. These steps, inter alia, following.

The protection of the Municipal property at the intended site and protection of the said property against theft and vandalism.

The protection of Municipality's officials against injuries, death or any other offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act of 51 of 1977).

The contractor must provide the security personnel as required for the successful tendering of the service, as follows:

Security officer, Grade D, are required and should be according to the site specification. That is the

person who performs any one or more of the following duties:

- a. Controlling or reporting on the movement of person or vehicles through check-points or gates.
- b. Searching persons and if necessary, restraining them.
- c. Searching goods or vehicles, and
- d. Who may be required to perform and or all of the duties of a security officer.

Security Officer, Grade D, are required and should be according to the site specification, who perform any one or more of the

following duties:

- a. Guarding, protecting or patrolling premises or goods.

b. Handling or controlling dogs in the performance of any or all of the duties referred to in (a); where applicable.

It is the responsibility of the contractor to see to it that the security personnel in his/her service and especially those employed for the rendering of this service, meet the following requirements at all times

It is the responsibility of the Contractor to see to it that the centres where security services are rendered in terms of this contract, that the security staff in his employ meet the following conditions at all times.

## **1. SUPERVISORS**

- Supervisors must be schooled to at least Grade 12 and at least the same grade B as the posts they are employed.
- Supervisors must have a good grounding in their post descriptions and duties.
- Supervisors must at all times be capable of leading/controlling and supervising their subordinates.
- Supervisors must be able to communicate, read and write in at least English.

## **SECURITY OFFICERS**

- Security officers must be schooled to at least (Grade D & C)
- Security officers must be able to communicate, read and write in at least English
- Security officers must not be younger than 18 years of age.

### **The following general requirements apply:**

- Supervisors and security officers must have undergone and passed formal security training.

- At all times supervisors and security officers must present an acceptable image / appearance which imply, inter alia, that they may not sit lounge about, smoke, talk with cell phone, eat or drink while attending to people.
- Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude / approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behaviour towards them.
- Supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
- Supervisors and security officers must be registered as security officers / guards, as required by Private Security Industry Regulatory Authority, Act 2001, Section 23(1) and Regulations made under Private Security Industry Regulatory Authority Act 56 of 2001.
- Supervisors and security officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the Municipality.
- Supervisors and security officers are prohibited from reading departmental documents or records in offices or unnecessary handling thereof.
- No information concerning Municipal activities may be furnished to the public or media by the contractor and his employees.
- The Municipality reserves the right to ascertain from the South African Police Services (SAPS) whether security personnel are registered with the Council of Security Officers.
- Security personnel must at least possess security clearances issued by the SAPS.
- The contractor undertakes to ensure that each member of his/her security personnel will at all times when on duty is fully equipped in respect of:
  - A uniform, neat and clearly identifiable uniform of the company, which uniform will include matching raincoats and overcoats.
  - A clear identification card of the company with the member's photo identification and file numbers on it, worn conspicuously on his/her person at all time.

- Service aids to be worn on the person at all time during guard duty such as:
  - a. Baton.
  - b. Handcuffs.
  - c. Whistle
  - d. Pocket book
  - e. Pen
  - f. Torch at night
  - g. Two-way radio (where applicable)
  - h. Firearm (where applicable)
  - i. Hand Held Metal Detectors
  
- The contractor at his headquarters must keep available for inspection by representatives by Municipality; proper staff files as well as all appropriate documents of all security personnel in his service who are employed for the rendering of the service to the Municipality by the contractor and be available for inspections registration and medical certificates and security clearances.
  
- The contractor must ensure that the specified security aids are available at all times at each site where he renders a security service in terms of this contract.

## **OCCURENCE BOOK**

The purpose of the occurrence book is to give an overall picture of activities and inspections by supervisor and other occurrences at the site.

- Compulsory occurrence book entries: the security personnel on duty must take the following entries in the occurrence book:
  - All listed routine procedures such as patrols undertaken, handing over of shifts etc, mentioning the procedure followed, by whom and the time of commencement. These entries must be made clearly legible in the blue or black ink.
  - All occurrences, however, important, slight or unusual, with reference to the correct time and relevant actions taken.

- All security personnel activities, especially deviations in respect of the duty list, indicating particulars of the security personnel and relevant times.
- The issue and or receipt of keys, indicating the time and by whom they were received or delivered.
- The locking or unlocking of doors or gates, indicating the time and by whom locked or unlocked.
- The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel handing over must sign entries.
- Occurrence book read: After the exchange of shifts, the first level supervisor must make an entry declaring that he/she has read the occurrence book in order to acquaint himself with events that occurrence during the previous shift.
- All visits by second level supervisors and management: these entries must be in red ink.
- Officials of the Municipality shall pass on in writing, all additional requests in respect of the rendering of the service.

**NOTE.** Under no circumstances may an entry in the occurrence book be erased, printed out with correction fluid or totally declared. It shall be crossed out by a single line and initiated at the Municipality.  
Storage of occurrence books: the contractor shall store the fully entered occurrence books for a period of three years

## **ADMISSION OF CONTROL REGISTER OR FORMS**

Purpose: The purpose of the admission control register or forms is to have information available at all times regarding persons and vehicles admitted to the site within a specific period, in case occurrence should take place which might lead to a judicial enquiry.

- Pedestrian register/pedestrian control forms:

- These register forms must be completing correctly and legible by the service officer on duty and shall make provision for the following:
  - (a). date of visit
  - (b). admission and exit times of the visitor to and from the site
  - (c). surname and initials of the visitor
  - (d). home or address of the visitor
  - (e). identity number
  - (f). name of person to be visited
  - (g). purpose to be visited
  - (h). brand, caliber and number of firearms on visitor's possession (if any)
  - (i). signature of visitor

#### **VEHICLE REGISTER/VEHICLE FORMS:**

These register forms must be completed correctly and legibly by the security officer on duty shall make provision for the following:

- date of visit
- admission and exit times of the visitor to and from the site
- surname and initials of the visitor
- home or address of the visitor
- registration number of the vehicle number
- name of person to be visited
- numbers of the passengers
- purpose of visited
- brand, caliber and number of firearms in the vehicle (if any)
- signature of driver

#### **NOTEBOOK**

Purpose: The purpose of the notebook is to note down all incidents or observations made by a security officer during a turn of

duty, for later reference.

Requirement. During their turns of duty all security personnel must have a notebook on their person.

The following information must be noted down in their notebooks:

All occurrence / events, however, slight or unusual, referring to the following:

Reporting on and off duty

- Date and time of occurrence or event
- Extent of occurrence or event
- Follow-up actions in respect of occurrence or event
- Copying into occurrence book: All relevant information noted down in the notebook must immediately or directly
- after return from a patrol, is copied into the occurrence book.
- Storage of notebooks. The contractor must store the fully entered for a period of three years.

## **DUTY LIST**

- Purpose: the purpose of the duty list is to serve as a proof, at reasonable times that all personnel, who should be on duty per shift, are indeed on duty.
- Drawing up a duty list: Daily, weekly or monthly duty of all security personnel on duty must be on duty per shift, are indeed on duty.
- Changes to duty list: Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

## **DUTY SHEET**

- Purpose: the of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for the contractor.
- The contract must have available at the site a comprehensive duty sheet per duty point.

## **TWO WAY RADIOS**

- Purpose: The purpose of radio communication is the establishment of immediate communication between the different duty points and control, as well as between controls on at the contractor's headquarters.
- Hand carried radios: Serviceable hand carried radios must at all times be provided by the contractor, as stipulated in the site specification.

## **CLOCK POINTS**

- Purpose: the purpose of the clock points is to ensure that patrolling at the site takes place correctly according to instructions.
- Check points shall be provided by the Municipality at identified sites.
- The first or second level supervisor must make daily contact with the departmental representative.
- No security personnel are adhered to do continuous duty for longer than twelve hours.

## **LOST ARTICLES**

- Lost articles found at the site and for which ownership cannot be established.
- Lost articles found in at the control room must be recorded in the occurrence book, after which they must be handed to the departmental representative.
- No departmental deliveries will be received at the control room. The necessary arrangements must be made by the departmental representative.

## **LABOUR UNREST INCIDENTS**

- If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond control of the contractor, the parties must come to an arrangement on the methods to ensure continuation of security services.

## **CHECKING OF SERVICE**

- The Municipality reserves the right to check the service rendered by the contractor at any time, the Security Manager should ensure that the service is rendered in accordance with the conditions of contract and site specification.
- The Municipality reserves the right to require from the contractor that any of his employees is replaced, in which case the employee must leave site forthwith. The Municipality will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

NOTE: The departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

- All personnel shortages must be noted in the occurrence book.
- The contractor will be held liable for any loss suffered by the Municipality, as a result of the contractor's own or his employees' negligence or intent, which originated at the site.
- The Municipality will be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the Municipality's site, in cases where the loss originated as a result of negligence or intent on the part of the Municipality.

The Municipality is indemnified against any liability, compensation or legal expenses in respect of the following cases:

- Loss of life injuries, which may be, sustained by the security personnel during the execution of their duties.
- Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
- Any claims and legal costs which may ensue from the failure by or acts committed by the security personnel against third
- persons, which acts include illicit frisking, arrests and other illicit or wrongful deeds. The contractor shall be notified in writing
- of the particulars of each claim, he is liable for.
- The contractor must, at his own expense, take out sufficient insurances of about R10 million against any claims, loss and / or
- damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this
- agreement.
- A copy of such insurance contract must be part and parcel of the bid documents.
- The contractor may not, unless otherwise specified, make use of any of the Municipality's equipment or / property, for
- purposes of compliance with the conditions, which equipment, aids and or property include, inter alia, vehicles, stationery,

- firearms, rooms and furniture.
- The water and electricity required from the rendering of the services shall be provided free of charge by the Municipality.
- The contractor is responsible for the training of his/her personnel at the site in respect of the application of the guidelines of
- the emergency plan applicable for the specific site.
- All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions will be provided.
- The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat. Any littering caused by the dogs used by the contractor shall be removed by the contractor at the end of each shift.
- Under no circumstances are security personnel allowed to carry on any trading.
- The contractor shall not erect or display any sign, printed matter, painting, names plates, advertisement, and article or object of any nature whatsoever, in or against Municipality buildings or sites or any part thereof without written consent of the Municipality. The contractor shall not public display at the site any article or object which is regarded as objectionable or undesirable.

1. The following general requirements apply

- 1.1 Supervisors must be trained to a least grade B of C level and must have substantial appropriate experience.
- 1.2 Supervisors must have good grounding in their post descriptions and duties.

- 1.3 Supervisors must at all times be capable of leading/controlling and supervising their subordinates.
- 1.4 Supervisors must be in a position to read and write.
- 1.5 Supervisors must have a record clearance by the SAPS and kept on file by the contractor.
- 1.6 Supervisors must be registered with the Security Services Board or SIRA.

## **2. SECURITY OFFICERS**

- 2.1. Security officers must be trained to at least grade B or C level.
- 2.2. Security officers must be in a position to read and write.
- 2.3. Security officers may not be younger than 18 years of age.
- 2.4. Security officers must be registered with the Security Officers Board or SIRA.
- 2.5. Security Officers must have a record clearance by the SAPS and kept on file by the contractor

## **3. SUPERVISORS AND SECURITY OFFICERS.**

- 3.1 Supervisors and Security Officers must have undergone and passed security training and follow-up training to maintain standards.
- 3.2 At all times Supervisors and Security Officers must present an acceptable image/appearance which implies inter alia that they may not publicly sit, lounge around, smoke, eat or drink whilst attending to people.
- 3.3 Supervisors and Security Officers must at all times present a dedicated attitude/approach to security, which attitude/a[[roach shall implu, inter alia, that there shall be arguments with visitors, staff or discourteous behaviour towards them.
- 3.4. Supervisors and Security Officers must be physically and mentally healthy and medically fit for the execution of their duties.
- 3.5. Supervisors and Security Officers must be registered as Security Officers, as required by Act. 92 of 1987, section 10(1)(b).
- 3.6. Supervisors and Security Officers are prohibited from reading office documents and/or rummaging through records.

- 3.7. Supervisors and Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the institution where the service is rendered.
- 3.8. No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his employees.

#### 4. **SECURITY STAFF EQUIPMENT**

The Contractor undertakes to ensure that each member of his security staff shall at all times, when on duty, be fully equipped in respect of

- 4.1. A neat and clearly identifiable uniform from the Contractor, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- 4.2. A clear identification card from the Contractor, with the member's photo identification and file number on it, worn conspicuously on his person at all times. Alternatively, a clear identification card from the Contractor with the member's identity and file number on it, accompanied by his/her official identity document, worn on his person at all times.
- 4.3. Service aids to be worn at all times, including: Batons, handcuffs, whistle, pocket book, radio (where applicable), firearm (where applicable), pen and torch (at night).

## **SECURITY AIDS**

### **1. ADMISSION CONTROL**

1.1. The purpose for admission control is to have information available at all times regarding the persons and vehicles

admitted to the centre within a specified period, after normal working hours.

1.2. The pedestrian and vehicle register shall be correctly completed by the person entering the centre and it shall be the

duty of the Security Officer on duty to make sure that the information required has been completed in every respect.

The register must make provision for the following:

- Date of visit;
- Admission and exit times of the visitor to and from the centre;
- Surname and initials of the visitor;
- Registration and make of the vehicle;
- Signature of the person completing the register/admission form.

### **2. NOTEBOOK**

2.1. The purpose of a notebook is to note down all incidents occurring or observations made by the Security Officer during his/her turn or duty, for later reference.

2.2. All Security Staff shall carry a notebook whilst on duty on their person.

The Security Officers shall note down in the notebook all occurrences/events, however important, slight or unusual, referring

to the following:

Reporting on and off duty;

- Time of occurrences of the event;
- Extent of occurrence or event;
- Follow-up actions taken in respect of the occurrence of the event.

### **3. TWO-WAY RADIOS**

3.1. The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site, as well as between controls on the site control at the Contractor's Headquarters. The security guard may not use his/her mobile phone for work purposes.

### **4. HAND-CARRIED RADIOS**

Serviceable hand-carried radios shall at all times be provided by the Contractor and kept in good working order.

### **5. FIREARMS**

The Security staff employed by the Contractor shall be in possession of firearms only in specified centres. The control and possession of firearms by the Contractor to his staff must be in accordance with the South African Firearms Act.

## **GENERAL**

The Contractor commits himself to the general aspects in the fulfilment of the contract.

### **1. LIABILITY OF THE CONTRACTOR.**

The Contractor will be held liable for any damage or loss suffered by the AbaQulusi Municipality as a result of Contractor's own or his employees' gross negligence or intent which orientated at the centre.

## **2. INDEMNITY OF ABAQULUSI MUNICIPALITY**

The Contactor hereby indemnifies AbaQulusi Municipality against any liability or compensation and legal expenses in respect of the following:

- 2.1. Loss of life or injuries which might be sustained by the Contractor's staff during execution of their duties.
- 2.2. Damage to or destruction of any equipment or property of the Contractor, during the execution of duties as described in the contract.
- 2.3. Any claims and legal costs which might occur from the failure by or acts committed by the security staff of the Contractor against third persons' which acts include; illicit frisking, illicit arrests, other illicit or wrongful deeds.
- 2.4. AbaQulusi Municipality undertakes to notify the Contractor in writing of the particulars of each claim that the Contractor is liable for.

## **3. INSURANCE CONTRACT BY THE CONTRACTOR**

- The Contractor shall, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuring from his obligations and shall ensure that such insurance remains active for the duration of this contract.
- A copy of such insurance contract shall be handed to AbaQulusi Municipality on commencement of this contract.
- The Contractor shall be under no obligation to furnish AbaQulusi Municipality with quarterly evidence that such insurance premiums have indeed been paid.

**4. PROOF OF REGISTRATION WITH WORKMEN'S COMPENSATION COMMISSIONER**

- The Contractor shall provide (with this tender) the AbaQulusi Municipality with the satisfactory proof of registration as employer with the Workmen's Compensation Commissioner.

**5. PROOF OF REGISTRATION WITH SECURITY OFFICERS BOARD**

The Contractor shall provide the AbaQulusi Municipality with satisfactory proof of registration with the PSIRA

**6. CURTAILMENT OF SERVICES**

6.1. . AbaQulusi Municipality reserves the right to withdraw from the service any part(s) of the centre or the centre as a whole, with one month's written notification to the Contractor. In a case such as this, the contract amount will be adjusted pro rata from the date of withdrawal.

6.2. .... Should the centre or part(s) of the centre of which the service is rendered, be damaged or destroyed by superior power (via major) or fire, the AbaQulusi Municipality have the discretion to determine which part(s) of the centre(s) could or should no longer be used as part of the original utilisation and in respect of such unusable part(s) of the centre(s) the parties will no longer be bound by the stipulations of this contract.

6.3. In respect of the part(s) of the centre(s) which will remain in use, the stipulations of this contract shall remain valid, but the contract amount shall be decreased pro rata as from date.

6.4. Should such damaged centre(s) or part(s) of the centre(s) e repaired, the AbaQulusi Municipality could request the Contractor by means of one month's written notification, to resume the service, in which case the stipulations of

this contract in respect of the rendering of services and the contract amount shall be applicable.

#### **7. ABAQULUSI MUNICIPALITY EQUIPMENT AND PROPERTY**

The Contractor may not, unless it is specified otherwise, use any of the above party's equipment, aids and/or property, for the purpose of compliance with this contract, which equipment, aids and/or property included inter alia vehicles, firearms, room/halls and furniture.

#### **8. FREE USE OF WATER AND ELECTRICITY**

The water and electricity which the Centre Manager deems necessary for the rendering of the service, shall be provided free of charge to the Contractor.

#### **9. ENTRY TO THE CENTRE(S) BY SECURITY STAFF**

The Abaqulusi Municipality undertakes to provide entry to the centre(s) and to provide the Contractor with all keys that the Contractor might require to obtain entry to those parts of the centre(s) where the service is to be rendered according to the contract.

#### **10. NEATNESS OF THE CENTRE**

The Contractor's staff shall at all times refrain from littering and must at all times keep the grounds and the centre's building occupied by them, clean, hygienic and neat. If dogs are used, their faeces shall be removed at the end of each shift

## **11. TRADING**

No security staff employed by the Contractor may embark or be involved in any trading at the centre(s).

## **12. ADVERTISEMENTS**

- 12.1 The Contractor shall not erect or display any sign, print matter, paintings, name plates, advertisements or articles or object of any nature whatsoever, in the centre's building or any part thereof without the consent of AbaQulusi Municipality. Neither shall the Contractor publicly display at the centre any article or object which the centre might regard as objectionable or undesirable. In this connection the ruling of AbaQulusi Municipality shall be regarded as final and binding.
- 12.2. The Centre(s) may immediately remove any sign, printed matter, painting, name plate, advertisement or article or object referred to in paragraph 12.1 which is displayed without the written consent or which it regards as objectionable or undesirable and the Contractor will be held responsible for the cost of such removal.

## **14. ACTION ON BEHALF OF ABAQULUSI MUNICIPALITY**

For the purpose of the execution of this Contract the Director Corporate Services, or his/her nominee will act on behalf of the abovementioned party.

## **15. AGREEMENT/CONTRACT PERIOD**

The contract/agreement shall be valid for 3 years (36 months) and can be renewed if the Council is satisfied by the services rendered by the Contractor. However,

Abaqulusi Municipality reserves the right to withdraw from the service any part(s) of the centre(s) or the centre(s) as a whole, with one calendar month's written notice to the Contractor.

## **16. COMPENSATION AND TERMINATION OF SERVICE**

The compensation and termination of this contract shall be handled according to the following rules:

### **17. 1. COMPENSATION**

- As compensation for the services to be rendered by the Contractor, AbaQulusi Municipality hereby agrees and undertakes to pay the Contractor the amount as expounded in this contract.
- Payment of the Contractor shall be made at most 30 days from an invoice to the centre's contact person, who shall certify that the invoice is correct and that the service was rendered according to the agreement and the institution shall pass such account for payment.
- No interim claim(s) for increased compensation shall be accepted. The bid price, as originally determined, or possibly adjusted in terms of the applicable provisions of the contract, shall be applicable for the full duration of the contract period.

### **2. PRO RATA DECREASE OF COMPENSATION**

2.1.....Should the service not be rendered to the satisfaction of the Council and un satisfactory items/aspects/events have already, in writing, been brought to the attention of the Contractor, AbaQulusi Municipality reserves the right, in addition to its right in paragraph 3 hereof, to retain payment to the Contractor for as long as the un satisfactory service continues.

2.2...Similarly, no departure from, or breach or non-fulfilment of the conditions of this contract shall be deemed to be a condonation, waiving or rectification of such departure, breach or non-fulfilment; unless condonation waiving or non-fulfilment has been agreed to in writing by both parties.

**ABAQULUSI MUNISPALITY AND SAFETY SERVICES  
PENALTIES/NON-COMFORMANCE/NON-COMPLIANCE**

<b>PENALTY</b>	
<b>Description of Action</b>	<b>Charge per Offence</b>
<b>Late or short posting per</b>	<b>R 5000</b>
<b>Desertion</b>	<b>R 5000</b>
<ul style="list-style-type: none"> <li>• Non-Conformance (A Notice of Non-conformance will be issued) Including but not limited to the following: <ul style="list-style-type: none"> <li>• Not displaying Identity/Name tag (PSIRA).</li> <li>• Not dressed according to dress code. Only after posting on site.</li> <li>• Equipment shortages, faulty or failure to have stipulated equipment (including documents and records): - Shift in which equipment became <ul style="list-style-type: none"> <li>▪ defective is excluded for penalties.</li> <li>▪ Penalties are based on minimum</li> <li>▪ Required equipment not in place.</li> </ul> </li> </ul> </li> <li>• No Occurrence Book entries or incorrectly minuted/pages missing.</li> <li>• Leaving the post before a reliever arrives (end of shift)</li> <li>• Posting untrained guards.</li> <li>• Short posting of security officers as well as shift security supervisors, security shift managers.</li> <li>• Short posting of inspectors.</li> </ul>	

- Any activity that may lead to the distraction of the guard on duty (i.e., utilizing cell phone, including but not limited to listening to music, texting, etc).
- General appearance and uniform not in accordance with Abaqulusi Municipality requirements.
- Post desertion (during shift).
- Failing to keep copies of all security officer's personal files on site.
- Security officers failing to adhere to site standard operation procedures including emergency procedures.
- Untidy and unshaven security officers
- No complete handing & taking over recorded in OB.
- Security patrols are not carried out as per Site Instructions – all weather conditions.
- Site Instructions not revised annually.
- No Site knowledge tests, no training recorded/or induction training to relievers.
  
- .....
- Non-Compliance (A Notice of Non- Compliance will be issued)
  
- Including but not limited to the following:
  
- Losses occurred due to negligence. Proven negligence. Polygraph results and
  
- suspicion not applicable.
  
- No supervisor (senior manager) as per Abaqulusi requirement.
  
- No supervisory/inspector visits as set out in the Service agreement between
  
- Abaqulusi and security service provider.
  
- Occurrence Book (OB) not regularly signed by inspector/supervisor.
  
- Failure to respond to written requests within the required time frames.
  
- No reports as determined by the contract or as agreed on.

<ul style="list-style-type: none"><li>• Failure to report incidents.</li><li>• Failure to perform duties as per Job Description – all levels of appointments.</li><li>• Non-adherence to invoicing procedures.</li><li>• Sleeping on duty. R2500.00</li><li>• Under the influence of alcohol. Only when posted on site – guard might arrive at</li><li>• deployment parade under the influence and not get posted. R2500.00</li><li>• Using clients' property/assets without permission.</li><li>• Abuse of client property i.e. telephone calls.</li><li>• Security officers not complying with PSIRA legislation.</li></ul>	<b>R500.00</b>
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**EVALUATION CRITERIA**

**Functionality – bidders should meet the minimum eligibility of 40 points to be evaluated further for price and Special goals.**

<b>DESCRIPTION</b>	<b>WEIGHT</b>	<b>CRITERA</b>
Qualification of personnel: firearm Competency Certificates (Certificates to be attached, i.e., training and competency certificates)	10	Company experience in public sector 5-10 years = 10 points 0-5 years = 5 points Experience in private sector =2 points
Staff capacity of the business to provide a security service (Proof of registered employees with PSIRA to be attached)	15	Supervisor's Experience 5-10 years = 15 points 2-5 years = 10 points 0-2 years = 5 points
Equipment and assets that will be provided by the business to provide security service. (proof of registered motor vehicles) Proof of firearm license	20	Vehicles 0-3 years=10 points Guns 0-5 years = 5 points Radio's & communication licensed 0-2 years=5 points ICASA=5 points
Financial stability:	20	A=20, B=15, C=10, D=5, E=2

(bank statement must be attached)		
<b>TOTAL POINTS</b>		<b>65</b>

### **MANDATORY REQUIREMENTS**

1. Proof of Company PSIRA Registration.
2. Proof of Employee PSIRA Registration
3. Proof of ownership and or Lease Agreement
4. Proof of Firearm License
5. Proof of Company ICASA Registration for Radio Frequency
6. Valid Original Tax Clearance
7. Letter of Good Standing from PSIRA
8. If Joint Venture, Copy of the Joint-Venture Agreement
9. .... Audited financial statements for the past three years or since the date of establishment during the past three years.

**AUTHORISED SIGNATURE: OWNER///DIRECTOR**  
**Abaqulusi Municipality:**

**For**

Sign. \_\_\_\_\_  
\_\_\_\_\_

Signature:

PRINT NAME: \_\_\_\_\_.  
NAME\_\_\_\_\_

PRINT

## **TERMINATION OF SERVICE**

- Should the Contractor fail to meet the condition of this contract, or continue rendering unsatisfactory service, the AbaQulusi Municipality reserves the right to terminate the contract, after one calendar month and after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which AbaQulusi Municipality may suffer/in cur as a result of the failure, without prejudicing any other rights it might have.
- AbaQulusi Municipality may terminate the contract immediately should the Contractor no longer qualify as a security officer in terms of the Private Security Industrial Regulation Authority Act 56 of 2001. The Contractor undertakes to notify the centre immediately should he or any member of his security staff no longer meet the requirements in respect of the qualification and stipulations in terms of the Private Security Industrial Regulation Authority Act 56 of 2001.
- The Contractor undertakes to remove immediately from the centre any of his employees who no longer qualify as security officers in terms of the Private Security Industrial Regulation Authority Act 56 of 2001, or who have not been registered with the Private Security Industrial Regulation Authority (PSIRA).
- The Contractor undertakes to remove immediately from the centre any of his employees who no longer qualify as security officers in terms of the Private Security Industrial Regulation Authority Act 56 of 2001, or who have not been registered with the Private Security Industrial Regulation Authority (PSIRA).

## **AMENDMENT OF CONTRACT**

- Any amendment to or renunciation of the provisions of this contract shall at all times be done in writing and shall be signed by both parties, and shall be presented to AbaQulusi Municipality for further attention.

I ..... from company.....,  
have read and understood the

terms and conditions of the Contract on this..... day of.....24

BIDDER's Signature.....

Witness 1.....

Witness 2.....

Abaqulusi Representative.....

Witness.....

## SPECIFICATIONS SECURITY SERVICES

### MONDLO SITES

<b>Operations Manager</b>	1				R.....
<b>Supervisor</b>	1	06h00-18h00	24hrs	1 x Armed	R.....
	1	18h00-06h00		1 x Armed	R.....
<b>Mondlo Library</b>	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
<b>Mondlo Thusong Centre</b>	1	06h00-18h00	24hrs	No Armed guard	R.....
	2	18h00-06h00		2 x Armed guards	R.....
<b>Mondlo Technical workshop</b>	1	06h00-18h00	24hrs	No Armed guard	R.....
	2	18h00-06h00		2 x Armed guards	R.....
<b>Mondlo water works</b>	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
<b>Mondlo hall</b>	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
<b>Mondlo water treatment plant</b>	1	06h00-18h00	24hrs	No Armed guard	R.....
	2	18h00-06h00		No Armed guard	R.....
<b>Mondlo office</b>	1	06h00-18h00	24hrs	1 x Armed guard	R.....
	2	18h00-06h00		2 x Armed guards	R.....

Ntababomvu Hall	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
Madresini hall	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
Purim WTW	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
Mvuzini WTW	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
Emhlangeni WTW	1	06h00-18h00	24hrs	No Armed guard	R.....
	1	18h00-06h00		No Armed guard	R.....
<b>A: TOTAL FOR YEAR ONE EXCLUSIVE OF VAT</b>					
ESCALATION FOR YEAR TWO					
<b>B: TOTAL FOR YEAR TWO INCLUSIVE OF ESCALATION</b>					
ESCALATION FOR YEAR THREE					
<b>C: TOTAL FOR YEAR THREE INCLUSIVE OF ESCALATION</b>					
SUBTOTAL FOR THREE YEARS A+B+C					
15% VAT					
<b>GRAND TOTAL FOR THREE YEARS INCLUSIVE OF ALL TAXES AND ESCALATIONS</b>					

**SITES X 12**  
**TOTAL 28**

MBD 2

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of Bidder..... Bid Number.....  Closing Time ..... Closing Date .....
--

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

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ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO.
------	----------	-------------	-------------------------------

**\*\* (ALL APPLICABLE TAXES INCLUDED)**

---

- Required by: .....
- At.....
- Brand and Model.....
- Country of Origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation (s).....
- Period required for delivery.....
- \*Delivery: Firm/Not firm
- Delivery basis.....

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

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

\*Delete if not applicable

**MBD4**

**DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number.....

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

3.4 Company Registration Number.....

3.5 Tax Reference Number.....

3.6 Vat Registration Number.....

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

3.8 Are you presently in the service of the state? **YES/ NO**

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and may be involved with the evaluation and or adjudication of this bid?..... **YES/ NO**

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company’s directors’ trustees, managers, principal shareholders or stakeholders in service of the state?  
**YES / NO**

3.13.1 If yes, furnish particulars  
.....  
.....

3.14 Do you or any of the directors, trustee, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.  
**YES / NO**

3.14.1 If yes, furnish particulars  
.....  
.....,

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

### **3.1. POINTS AWARDED FOR PRICE**

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

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

$$\mathbf{80/20} \quad \text{or} \quad \mathbf{90/10}$$

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

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:

$$\mathbf{80/20} \quad \text{or} \quad \mathbf{90/10}$$

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

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 either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

*(Note to 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)
<b>Previously disadvantaged individuals</b>	<b>20</b>	
Previously disadvantaged individuals	10	
Local based	5	
BETWEEN 75% AND 99% HDI EQUITY	3	
BETWEEN 50% AND 74%	2	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

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

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

**MBD 7.1**

**C1.1. Form of Offer and Acceptance (Contract Form)**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Abaqulusi Municipality..... in accordance with the requirements and 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 time of bid.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Schedule of Returnable Documents, and by submitting this offer has accepted the conditions of tender.

By the representative of the tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, within \_\_\_\_ days of the commencement date.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....  
.....RAND (in words);

R ..... (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tendered before the end of the period of validity stated in the Tender Data, whereupon the Tendered becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

1. 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);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - 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)
2. 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 goods and/or works 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.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

---

---

**CAPACITY**

**DATE**

**Name and address of Organisation:**

.....

.....

.....

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

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

*By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tendered upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.*

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

### **SIGNED ON BEHALF OF/BY THE EMPLOYER:**

--

**NAME**

--

**SIGNATURE**

--

**CAPACITY**

--

**DATE**

**Error! Reference source not found.** - CORNER MARK AND HIGH STREET, V  
RYHEID

.....

.....

.....

**SIGNED BY WITNESS:**

[Empty box for Name]

**NAME**

[Empty box for Signature]

**SIGNATURE**

[Empty box for Date]

**DATE**

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

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

Item	Question	Yes	No
------	----------	-----	----

4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>1. (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>2.</p> <p>3. <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>5 <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p> <p>6</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	7 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
 DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION  
 MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
 FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. takes all reasonable steps to prevent such abuse;
  - b. rejects 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. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals. <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

4. I have read and I understand the contents of this Certificate;
5. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
6. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
7. 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;
8. 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

**MBD 9**

9. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
10. 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.
11. 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.
12. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**MBD 9**

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

