

MPOFANA LOCAL MUNICIPALITY



PROVISION OF SECURITY SERVICES FOR A PERIOD OF 36 MONTHS

BID NUMBER: MPO/05/2022



PROVISION OF SECURITY SERVICES FOR MPOFANA LOCAL MUNICIPALITY

BID NUMBER: MPO/05/2022

SECURITY SERVICES

FOR MPOFANA LOCAL MUNICIPALITY FOR A PERIOD OF TWENTY TWO (22) MONTHS

Enquiries : S. Sithole / Bongekile Sokhela

Telephone No. : (033) 263 1221

SUBMISSION OF BID DOCUMENT

Closing Date : 12 September 2022

Closing Time : 12:00pm

**Venue : Mpofana Local Municipality Offices
10 Claughton Terrace, Mooi River, 3300**

Name of Organisation (Bidder):

Postal Address :

:

Contact Person :

Telephone No. :

Fax No. :

Email Address :

Total Bid Price (Incl VAT) :

MPOFANA MUNICIPALITY

PROVISION OF SECURITY SERVICES TO VARIOUS MPOFANA MUNICIPALITY'S

SITES FOR A PERIOD OF 36 MONTHS

BID NUMBER: MPO/05/2022

1. BID ADVERTISEMENT
2. FORM OF OFFER
3. INVITATION TO BID
4. CONDITIONS OF BID
5. CONDITIONS OF CONTRACT
6. LEGISLATION
7. SPECIFICATION
8. SCHEDULE OF SITES TO BE SECURED/RATES
9. DATA SHEETS
 - 9.1 Data sheet 1 - Schedule of Previous and Current Experience
 - 9.2 Data sheet 2 - Resources Schedule – Questionnaire
 - 9.3 Data Sheet 3 - Site Inspection Certificate
10. BID FORM
11. ANNEXURES
 - 11.1 "A" ALTERATIONS BY BIDDER
 - 11.2 "B" OCCUPATIONAL HEALTH AND SAFETY ACT
 - 11.3 "C" SCHEDULE OF DEFICIENCIES
 - 11.4 "D" STANDARDS FOR DOG AND HANDLER
 - 11.5 "E" MBD 2 TAX CLEARANCE CERTIFICATE

- 11.6 "F" MBD 4 DECLARATION OF INTEREST
- 11.7 "G" MBD 6.1 PREFERENTIAL POINTS FORM
- 11.8 "H" MBD 8 DECLARATION OF PAST S.C. M PRACTICES
- 11.9 "I" MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION
- 11.10 "J" FUNCTIONALITY EVALUATION
- 11.11 "K" DECLARATION FORM
- 11.12 "L" BANKING SERVICES

12. BIDDER PLEASE NOTE

- 12.1 Bidders are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the Municipality at once and have the same rectified. No liability whatsoever will be admitted in respect of errors in any tender due to the Bidder failure to observe this requirement.
Bidder may not photocopy this document.
- 12.2 Bidders are advised that this is a **Two Envelope Bid**, meaning that all Bidders will first be evaluated on Functionality. Once the Functionality has been evaluated then the second Envelope containing the Main Bid Document will be opened and the Bidder will then be evaluated on the Price, Preferential Points. Only Bidders who score more than 60% (12 out of 20) of the allocated Functionality Points will have their second Envelope opened, **Bidders who score less than this will have their Bids scored as non-responsive and the second Envelope will not be Evaluated.**

MPOFANA MUNICIPALITY

BID ADVERTISEMENT

Service Providers are hereby invited to bid to Mpofana Local Municipality for the following bid:

Bid no:	Bid Description	Site Inspection	Evaluation Criteria (80/20)
MPO/05/2022	Provision of Security Services for a period of 36 months.	19 August 2022 at 10:00am 10 Claughton Terrace, Mooi River, Board Room / Council Chamber	<ul style="list-style-type: none">• Administrative Compliance• Functionality• BBEE• Price

ALL BIDS MUST COMPLY WITH THE FOLLOWING CONDITIONS:

1. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid document;
2. No late bid will be accepted. Telefax or e-mail bids are not acceptable.
3. Bids may only be submitted on the bid documents as provided by Mpofana Local Municipality. The use of tip-ex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original bid document. All forms must be completed and must not be amended. If any of the forms, or portion of any form, is not applicable please indicate it on the form by marking it N/A.
4. The following Municipal Documents are compulsory and must be included in the bid document.
 - Advertisement
 - Specification (Terms of Reference)
 - MBD 1: Invitation to Bid
 - MBD 2: Tax Requirements
 - MBD 4: Declaration of Interest
 - MBD 6.1: Preference Points Claim Form
 - MBD 7.1: Contract Form –Purchase of goods/works
 - MBD 8: Declaration of Bidders past SCM Practices
 - MBD 9: Certificate of Independent Bid Determination
 - Any special conditions as contained in the bid document.

Evaluation and adjudication of bids

The Preferential Procurement Regulations 2017, issued in terms of Section 5 of The Preferential Procurement Policy Framework Act, (Act 5 of 2000), the Supply Chain Management Policy of the Mpofana Local Municipality and other enabling legislation will be applied in the evaluation and adjudication process. For the purposes of this bid the 80/20 preference points system will be applicable.

For the purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned in this bid document.

Mpofana Local Municipality is not obliged to accept the lowest of any quotation.

Bid documents are available at the Mpofana Municipal Offices upon payment of a non-refundable fee of R500.00 per document Incl. VAT during office hours between 08h00 to 15h00 as from Thursday, 18 August 2022. Completed bids in sealed envelopes bearing the bid number must be deposited in the Municipality's bid box at the municipal offices 10 Claughton Terrace, Mooi River, 3300 no later than 12:00pm on 12 September 2022 where bids will be opened in public.

Procurement enquiries : Mr. Sanele Sithole / Ms Bongekile Mdlalose 033 263 7701

Technical enquiries: Mr. Paul Greyling 033 263 2862 or 0828887232

Dr E.H. DLADLA
MUNICIPAL MANAGER

**PROVISION OF SECURITY SERVICES
FOR MPOFANA MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

BID NUMBER: MPO/05/2022

FORM OF OFFER AND ACCEPTANCE OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for:

[Provision of Security Services: Bid Number MPO/05/2022]

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of bid. By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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.

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

.....

..... Rand (in words);

R..... (in figures) (or other suitable wording)

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 bidder before the end of the period of validity stated in the tender data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the Bidder
(Name and address of organization)

Name and Signature of

Witness..... Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the

subject of this agreement.

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Briefing Session

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the bidder 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 signed by the authorized representative(s) of both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), 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 at, or just after, the date this agreement comes into effect. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (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.

Signature(s)

Name(s)

Capacity

For the

Employer: **Mpofana Local Municipality**

Name and Signature of

Witness Date

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	MPO/05/2022	CLOSING DATE:	12 SEPTEMBER 2022	CLOSING TIME:	12:00PM
DESCRIPTION	PROVISION OF SECURITY SERVICES				
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 10 CLAUGHTON TERRACE, MOOI RIVER, 3300					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE 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	FINANCE		CONTACT PERSON	PAUL GREYLING	
CONTACT PERSON	SANELE/BONGEKILE		TELEPHONE NUMBER	0332631221	
TELEPHONE NUMBER	0332631221		FACSIMILE NUMBER	0332631127	
FACSIMILE NUMBER	0332631127		E-MAIL ADDRESS	greypaul@telkomsa.net	
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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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:

MPOFANA MUNICIPALITY

4. STANDARD CONDITIONS OF BID

4.1 DOCUMENTS

This document comprises Conditions of Tender, Conditions of Contract, Specifications, Schedule of Unit Prices, Tender Form and Annexures thereto.

NOTE: Where the work Tender is referred to in the documents, this means Bid, Bidder refers to Bidder.

4.2 SUBMISSION OF BIDS

Bids must be made out on the Tender Form annexed hereto. Bidders are advised that both the Tender Form and all priced tender documents must be submitted in their entirety.

Bid documents must be completed in ink. Only original hand priced tender documents will be considered. Tenders submitted by telegram, telex or facsimile shall not be considered. **The use of correction fluids are strictly prohibited and shall lead to disqualification.** Sealed Bids addressed to the Municipal Manager, and endorsed with the appropriate contract number, must reach the addressee not later than the date and time stated in the public advertisement inviting Bids, when they will be opened in public. Under no circumstances will any extension of time be allowed for tendering. Bids shall remain open for three calendar months from the date of opening, except for initial five working days grace within which period a tender may be permitted to withdraw a tender subject to an application with good and sufficient reasons being submitted in writing to the approval of the Municipal Manager.

In the case of a Bidder withdrawing his tender after the expiry of the grace period, the Municipality may refuse to receive or consider for such period as it may think fit, any further Bids from that Bidder.

4.3 COMMUNICATION WITH MEMBERS OF THE MUNICIPALITY OR MUNICIPALITY EMPLOYEES

No Bidder shall offer, promise or give any person or persons connected with the tender or the awarding of a contract, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract, nor communicate with any member of the Municipality or a Municipal employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the date of closing of Bids and the date of notification of the successful Bidder; provided always that the Municipality's representative may obtain additional information from a Bidder to enable him to formulate his recommendation to the Municipality. Any attempt to contravene this condition which is brought to the notice of the Municipality may result in the disqualification of the tender.

The Municipality may refuse to receive or consider for such period as it may think fit, Bids from any Bidder who makes unwarranted allegations or comments upon the Municipality, its Committees, members or officials, or whose conduct otherwise is not considered satisfactory.

Bidders are to declare any conflict of interest they may have in the transaction for which the bid is submitted.

4.4 **IMPORT PERMITS**

The Municipality will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Bidder must apply direct for any import permits or currency needed, but the Municipality will furnish the successful Bidder with a supporting statement if required.

4.5 **PRICES**

Prices shall be quoted on the schedule of prices net in South African currency and shall include for all costs including materials, supervision, plant, labour, patent rights, royalties, insurance, customs, transport and/or delivery costs to the place or places nominated in the bid documents, unless the Bidder states otherwise on Annexure "A" hereto attached.

Unless the Bidder stipulates the portion of the rate that shall be subject to price increases (statutory or price adjustment through a recognised and approved formula, e.g. CPI) no claims for escalation shall be entertained.

Please note:-

- escalation is not applicable to profit and overheads, and
- escalation can only be claimed by either, statutory increases (i.e. government or control board regulated prices) or price adjustment (i.e. CPI, etc.).

4.6 **VALUE ADDED TAX**

All Bidders shall be registered VAT vendors, all prices and rates quoted on the schedule of unit prices shall be quoted net in South African currency and shall be exclusive of Value Added Tax.

BIDDER SHALL ATTACH A COPY OF THEIR VAT REGISTRATION CERTIFICATE WITH THIS OFFER.

4.7 **ALTERNATIVE OFFERS**

If a Bidder wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specification, Quantities or Drawing, or to qualify the tender in any way, such changes and or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Municipality will be under no obligation to accept any such qualification.

4.8 **PERIOD FOR DELIVERY**

Unless otherwise specified in these documents, the Bidder shall state the period within which the complete delivery of all items described in these tender documents and covered by this contract is offered. Such period(s) shall form part of the Conditions of Contract and may be taken into consideration in the adjudication of Bids.

4.9 **INCOMPLETE BIDDING**

Bids may be rejected if they show any additional, conditional or incomplete offers, irregularities of any kind in either the Form of Tender or the priced Schedule of Unit Prices or if the prices tendered in the Schedule are obviously unbalanced.

Incomplete means in the context of this document missing unit prices in a set of item prices. Bids will be adjudicated on the basis of the best set of prices per item, group of related items or per section as the case may be. Partial awards may be made where this is perceived to be in the best interests of the Municipality.

Should there be any difference or discrepancy between the prices or particulars contained in the Schedule of Unit Prices and those contained in any covering letter from the Bidder, the prices or particulars contained in the Schedule of Unit Prices shall prevail.

4.10 **ACCEPTANCE OF ANY BID**

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Where less than three Bids are received for items the Municipality reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:
No formal agreement will be signed.

A letter of acceptance stipulating which rates have been accepted will be sent by the Municipal Manager to the Bidder and the tender, together with the letter, shall constitute a binding agreement between the Bidder and the Municipality.

Unless otherwise stipulated in the letter covering the tender, the Bidder shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of or in connection with the submission of the tender, which are in conflict with the Municipality's Conditions of Tender and Conditions of Contract. The Bidder is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

4.11 **DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract or as a result of any action arising in conjunction with it, the Municipality chooses the MPOFANA MUNICIPALITY, 10 CLAUGHTON TERRACE MOOI RIVER 3300.

The Bidder's domicilium citandi et executandi shall be held to be whatever street address given in the Tender Form attached hereto. Such domicile shall remain for the duration of the Contract.

Either party may at any time give one month's notice in writing of a change of its domicilium citandi et executandi provided such address shall be within the Republic of South Africa.

4.12 **INSPECTIONS OF SITES AND BASES, AND SAMPLES FOR ADJUDICATION**

The Municipality reserves the right to:-

- inspect sites (where possible) currently contracted to the Bidder,
- inspect the Bidder's base of operations, and

Furthermore, samples may be required at the tender stage for adjudication purposes. If so, they are to be supplied at the Bidder's expense and in accordance with the specifications.

- 4.13 **REGISTRATION WITH THE SECURITY OFFICERS' BOARD**
Bidders shall be registered with the Security Officers' Board. Proof of registration of the entity tendering and its owners, employees, etc. is required.
- 4.14 **RADIO FREQUENCY**
The Bidder shall provide details of its allocated radio frequency and state whether such frequency is exclusive to the Bidder in data sheet 2
- 4.15 **SHORT-TERM RATES PER SHIFT**
The Bidder shall provide rates in the schedule provided for short-term security services which may be required by the Municipality from time to time and indicate the portion of the said rate that is applicable to escalation.
- 4.16 **DATA SHEETS**
The Bidder shall complete all the data sheets provided. Failure to comply with this provision may render the offer unresponsive (invalid).
- 4.17 **BID SUBMISSION**
Bidders will be permitted to submit bids by:
Post: PO Box 47, Mooi River, 3300 or Hand Delivered: 10 Claughton Terrace, Mooi River, 3300.
- 4.18 **SITE INSPECTION MEETING**
A Site Inspection will be held on 19 August 2022 at Mpofana Municipality Offices, 10 Claughton Terrace, Mooi River, 3300 at 10:00am
- 4.19 **CLOSING DATE AND TIME**
Closing date for the submission of bid documents is 12 September 2022.
Closingtime: 12:00pm.

MPOFANA MUNICIPALITY

5. CONDITIONS OF CONTRACT

5.1 DEFINITIONS

The following definitions apply:

"Municipality" means the MPOFANA MUNICIPALITY.

"Contractor" means the successful Bidder to whom this contract is awarded to.

"Contract" means this document (including all attachments), the accepted operation, and letters of acceptance.

5.2 AGREEMENT

No formal agreement will be signed. The basis of the contract shall be that the offer made shall be accepted in writing. The Letter of Acceptance as well as the offer, ie This document including all attachments, shall form the binding contract.

5.3 DURATION OF CONTRACT

The commencement date of this contract, shall be mutually agreed between the Representative and the Contractor and stipulated in the final letter of acceptance and shall expire on _____ subject to the express condition that the contract may be terminated by the Municipality in its sole discretion, in whole or part, upon one month's written notice, or such longer period of notice as it may agree to give, without it being liable to the successful Bidder for any loss or damage arising out of or resulting from such termination.

5.4 QUALITY OF SERVICE

The service including materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out by such persons, as the Representative may direct. The contractor shall arrange such assistance, instruments, machines, labour and materials as may be required for testing by the Representative. The contractor shall bear the cost of failed tests but the Employer shall bear the cost of successful tests. The Contractor may be present at any tests which the Representative decides to carry out.

5.5 REMOVAL OF IMPROPER MATERIALS

All materials and/or security officers used in performing the service will be inspected by nominees of the Representative and should any be delivered which, in the opinion of the Representative, conform to any of the items stated on the deficiency schedule (see attached Annexure C) then the respective remedy shall apply

No relaxation or oversight shall relieve the Contractor from performing the service to the standards required or prohibit the Representative from seeking remedies for similar or same transgressions for the duration of the this contract

A security officer removed from a Municipal site in terms of the deficiency schedule is to be replaced within an hour of the instruction being lodged with the Contractor. Should the Contractor failure to meet this requirement, the respective penalty shall apply.

5.6 **QUANTITY / VOLUME OF SERVICE**

The Municipality does not guarantee to purchase any particular volume of service and orders will be placed as and when the service is required. Quantities stated in the schedule of sites to be secured reflect the current scenario and are given as a guide for tender purposes. Should there be an increase or reduction in the volume of service required a pro rata of the tendered rate shall apply to all purchases regardless of the quantity ordered. Should the contractor wish to place any limit on the maximum service to be rendered, this must be clearly stated in the tender.

5.7 **TRAINING OF SECURITY OFFICERS**

The Contractor shall ensure that before allocating duties to a security officer on any Municipality site that the said officer is trained and has attained the required standard of competence by:-

- Either, successfully completing training at a registered security training establishment (copy of certificate required),
- Or, successfully completing a registered course carried out by the Contractor. Such course shall be approved by the Representative.

5.8 **MONITORING OF ESTABLISHMENT**

For the duration of this contract the Contractor shall make the following records available to the Representative:-

- training records of the respective security officers,
- registration status of the respective security officers,
- employment status and record of employment of the respective security officers,
- details of guard dogs.

5.9 **EMPLOYMENT STATUS OF SECURITY OFFICERS**

All security officers allocated duties on Municipal property shall be registered as permanent employees of the Contractor and shall be granted a Company number which shall remain the same for the duration of the this contract, irrespective of the grade attained by individual security officers.

In terms of the reporting requirements of the specification the Contractor shall provide the Representative within an updated list, itemised in numerical order, depicting the current establishment of security officers employed by the Contractor to protect Municipal property. This list must also indicate clearly the changes to the said establishment. This list must be endorsed by the Contractor as being a true reflection of the current situation.

The Contractor and all Security Guards assigned to posts must be registered with the Security Officers' Board in Terms of Section 10 (1) of the Security Officers' Act (Act No. 92 of 1987). Proof of registration must be provided on request from the Representative or nominee.

5.10 **ARMED SECURITY OFFICERS**

Armed security officers deployed on Municipal sites must be competent in the handling and use of firearms and the Contractor shall certify same. Furthermore, the firearm shall be licensed to the Contractor, and the respective armed security officer shall possess a valid firearm permit issued by the Contractor in conjunction with the South African Police Services. The cost of the permit is for the Contractors account

5.11 PENALTIES/REMEDIES

5.11.1 PENALTY/REMEDY FOR LATE PERFORMANCE

Upon any delay in delivery beyond the tendered delivery period, the Municipality shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be performed, or forthwith to cancel the contract and to purchase elsewhere such services as may be required during the contract period and the contractor shall bear any difference in price between any services so purchased and the contract price.

The amount of such difference shall be paid by the contractor to the Municipality immediately on demand, or the Municipality may deduct such difference from moneys (if any) otherwise payable to the contractor in respect of services already delivered under this or any other contract.

5.11.2 PENALTIES/REMEDIES FOR DEFICIENCIES

The deficiencies and respective penalties/remedies are listed in Annexure C of this document. A financial penalty shall mean non-payment for the respective shift. Should the Contractor, after incurring a financial penalty, abscond for the balance of the shift, the Municipality reserves the right to exercise the remedy stated in Clause 12.1, hereof. Any other deficiency not listed on the deficiency schedule shall be met with a financial penalty

A security officer removed from a Municipal site in terms of the deficiency schedule is to be replaced within an hour of the instruction being lodged with the Contractor. Failure to meet this requirement shall incur the Contractor an additional monetary penalty of R200 (two hundred rand). Furthermore, such security officer shall not be permitted to guard Municipality property for the duration of this contract.

5.11.3. That disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African Court of Law.

5.12 TERMS OF PAYMENT

At the month end the Contractor shall submit a claim, in the form of a tax invoice with an appropriate schedule detailing the claim for the services rendered, to the Municipal Manager for certification of the delivery of the specified service/s. Payment shall be:-

- for a monthly service or reduced pro rata service thereof,
- made by the MPOFANA MUNICIPALITY by means of a cheque drawn upon the Municipality's bankers in Mooi River and
- Made within 30 days of a respective month's service, ie. Payment, for the service provided in any given month shall be paid for at the end of the following month. For example, the service provided for the month **of March** shall be paid on the following month as at **30th April**.

The payment period shall automatically extend on a pro rata basis for any claim lodged after the 7th of the respective month, ie a claim lodged on 15th April for services rendered in March, shall be paid within 30 days of the said date.

5.13 **PRICE ADJUSTMENT**

- (a) In all cases where a tendered price is offered subject to adjustment, such adjustment shall

$$E = V \times \left(\frac{I_e}{I_o} - 1 \right)$$

be calculated in accordance with the following formula:-

where

E = the amount of adjustment
V = tendered price/value
I_e = index applicable at the invoice date, and
I_o = the base index

Unless, the Bidder expressly stipulates and sets out in detail an alternative formula in terms of which prices will escalate.

- (b) Notwithstanding the provisions of paragraph (a), the Municipality shall not be liable for adjustment unless the Bidder specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for July 2012 regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) are:
In any case where a successful Bidder has complied with the conditions set out above, the Municipality shall nonetheless not be liable to pay for adjustment unless the Bidder, in submitting an account, submits, on each occasion he does so, a separate account reflecting the adjustment amount claimed together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim account referred to above, the Municipality shall not however be obliged to settle the account until the amount claimed is verified by the Municipality's auditors in terms of the preceding paragraphs.

The successful Bidder must please submit claims before 31 July for the previous financial year ending 30 June. No claims submitted after this date will be entertained.

5.14 **GOVERNMENT CONTROLLED PRICES**

Where the price and/or rate of any item placed on contract is regulated by the National Government and/or various Control Boards constituted under the Marketing Act or by the Price Controller or the Security Officers Board such price shall, in the event of any amendment to the price ruling at the time that the offer was submitted being sanctioned by the respective regulating authority, then such portion of the price or rate shall be subject to a like increase or decrease as the case may be. Such increase or decrease shall be effective from the first day of the month following the publication of the said amendment to the statutory regulated price or rate.

Unless the portion of the rate, subject to this price increase, is stipulated in the offer then no claims for price increases shall be entertained. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control.

If the Contractor claims price adjustment in terms of Clause 14 hereof then, Clause 15 does not apply.

5.15 **SITE CONDITIONS**

Guard huts or shelters must be provided by the service provider, on Municipal sites. Sleeping quarters and domestic services shall not be provided on site.

5.16 **COMMUNICATION**

Where available, telephone communication may be used to report urgent situations to the Municipality's Control Centre. Abuse of this form of communication shall not be tolerated and the Contractor shall be liable for units in excess of 500 per telephone per account period. Should a telephone account served on the Contractor not be settled within seven days by means of cheque made payable to the MPOFANA Municipality then the Municipality reserves the right to set-off such amounts from monies owing to the Contractor.

5.17 **INDEMNITY**

The Contractor shall indemnify the Municipality against Legal Liability for accident or injury to persons or property in respect of any claims relating thereto and arising out of the Contractor's activities and business as a security service provider on Municipal sites.

5.18 **LIABILITY INSURANCE**

The contractor shall produce an insurance policy which shall cover any claim arising out of Legal Liability for accident, injury or damage which may occur to property or persons arising out of, or in consequence of the Contractor's activities and business as a security service provider on Municipal sites. Such policy shall be subject to the approval of the Chief Financial Officer, with the following minimum provisions:-

The policy:-

- shall be in the joint names of the Municipality and the Contractor
- shall provide cover for a minimum amount of R100 000 (one hundred thousand rand) for any one occurrence with a minimum annual limit of R2 000 000 (two million rand)
- lodged with the Chief Financial Officer
- shall be effected by a registered South African Insurer
- shall cover the use of firearms, wrongful arrest, escorting services and custody and control.

The Contractor shall:-

- be responsible for the excess payable on any claim.
- maintain and pay the premium of the policy for the duration of this contract.

Should the Contractor fail to comply with these provisions the Municipality reserves the right to either, pay the excess and/or premium and set-off the cost of same from monies owing to the contractor, or to terminate the contract.

The Contractor and the Municipality shall comply with the terms and conditions of the insurance policies.

5.19

LIABILITY FOR DAMAGE AND/OR LOSS OF PROPERTY

The Contractor shall within 7 days of receipt of written demand, compensate the Municipality for any loss of, or damage to, property or the premises which may occur whilst the Contractor is obliged to protect and safeguard such property or premises, provided that such loss or damage is caused by or may be attributed to:-

- the contractor's failure to carry out its obligations in terms of this agreement; or
- the negligence or unlawful acts of the Contractor, its employee's, agents or representatives.

MPOFANA MUNICIPALITY

6. LEGISLATION

6.1 GENERAL

6.1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period the cost of so doing being expressly included in the contract sum.

6.1.2 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

The OHS Act covers inter alia "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).
- e) any activity is carried out which is connected with or incidental to any one or more of the activities mentioned in paragraphs (a) to (d) but does not include premises on or in which the activities mentioned in paragraphs (a) to (e) are carried out:-
 - i) by fewer than eleven persons, except if a high risk substance is used, processed or produced in any manner on the premises, in which case this exclusion shall not apply;
 - ii) inside and secondary to a shop as defined in the Basic Conditions of Employment Act 1983 (Act 3 of 1983) solely for the purpose of selling by retail from that shop;
 - iii) on a farm by a farmer including a partnership or group of persons other than a company, solely in connection with his farming operations;
 - iv) solely in connection with consultative professional services;
 - v) in respect of facilities used solely for teaching and instruction in primary, secondary or tertiary educational institutions; and
 - vi) on a premises used temporarily and solely for carrying out building work or an activity connected therewith:-

Provided that the Chief Inspector may, at his discretion, determine that a part of a factory shall be deemed to be a separate factory, or that two or more factories, having the same employer, shall be deemed to be a single factory;

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandatory and that the Contractor is the Mandatory in terms of the OHS Act.

6.1.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure B, between the Employer and the Contractor in this contract are:

- a) the Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
 - b) the Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
 - c) the Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
 - d) the Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
 - e) the Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
 - f) the Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-
 - i) the address of the premises on which such work will be carried out,
 - ii) the nature of such work,
 - iii) the date on which it is expected that such work will be commenced, and
 - iv) the date on which it is expected that such work will be completed;
- all in terms of Clause 15c of the GAR
- g) The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

6.2 **THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

- 6.2.1 Contractors are required to register as employers in terms of the COID Act.
- 6.2.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 6.2.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

- 6.3 **THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**
- 6.3.1 Contractors are required to register as employers in terms of the LR Act.
- 6.3.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt there from.
- 6.4 **THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**
- 6.4.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.
- 6.5 **THE INCOME TAX ACT (ACT 58 of 1962)**
- 6.5.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.
- 6.6 **THE VALUE ADDED TAX ACT (ACT 89 of 1991)**
- 6.6.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.
- 6.6.2 It is recorded that the Employer in this contract is registered as a VAT vendor.
- 6.7 **THE KWAZULU/NATAL JOINT SERVICES ACT (ACT 84 of 1990) (JSB ACT)**
- 6.7.1 Contractors in their capacity as local business enterprises are required to register as such with the uMgungundlovu District Council.
- 6.7.2 Contractors are required to pay all levies to the said Municipality.
- 6.8 **THE PROFESSIONAL ENGINEERS' ACT (ACT 81 of 1990)**
- 6.8.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in Government Notice No. R3063 dated 8 August 1969 and Annexure A thereto, or any amendments thereof, in terms of Section 7(6) of the Professional Engineer's Act 1968, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in sub-section (a) of that notice, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 6.8.2 The Employer will appoint a professionally registered engineer or engineers to address such portions of both the permanent or temporary works as may be relevant, in compliance with the above-mentioned laws and regulations, and similarly other professionals appropriate to the Works.

6.9

NON-COMPLIANCE

- 6.9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 6.9.2 If at any time during this contract, including the defects liability period, the Employer and/or the Director Governance and Institutional Development and/or the Municipality's Representative discover any such contravention, then the Employer shall have the right with prejudice to terminate this contract forthwith, take possession of the works and declare any monies due or which may become due to the Contractor as forfeited by the Contractor.

MPOFANA MUNICIPALITY

7. SPECIFICATION

7.1 SCOPE OF CONTRACT

The successful Bidder undertakes to provide a complete security service at all the premises referred to in sections A to F of the Schedule of Sites to be secured which shall include the prevention of:

- 7.1.1 theft from the premises;
- 7.1.2 damage to the premises;
- 7.1.3 any unlawful interference with the premises, and
- 7.1.4 the commission of any offence on or in connection with the premises.
- 7.1.5 unauthorised premises

7.2 SUPERVISION

7.2.1 The Contractor shall nominate a responsible person(s) who shall be readily available to supervise the security arrangements, and who will receive his instructions from the Head of Department concerned or his nominee.

7.2.2 The Contractor shall provide adequate supervision of the service at all times. There are to be a minimum of 3 visits per shift by the Supervisor(s) at each location. One visit taking place during the middle six hours of the shift. The following shall not be regarded as visits:-

- Posting of security officers
- Collection of security officers

to any location. Times of the visits and the signature of the Supervisor(s) are to be recorded in the occurrence book maintained at each point.

7.2.3 All guards must be paraded and inspected before the commencement of each shift and transported to their place of work.

7.3 OPERATION

7.3.1 REQUIREMENTS

The Contractor shall provide a complete security service with the specified resources in the schedule of sites to be protected and/or any authorised amendment, thereto. The Contractor's shall ensure the prevention of the following:-

- theft from the premises;
- damage to the premises;
- any unlawful entry and interference with the premises, and
- the commission of any offence on or in connection with the premises.
- the collection
- excess control register
- unauthorised
-

7.3.2 DUTIES

- The Contractor shall be responsible for undertaking and incorporating the following into the operation and recording these activities and the results thereof in reports to the Representative:-
- Controlling and maintaining effective access/egress from the site of staff, members of the public, maintenance contractors, service contractors, etc. Please note maintenance contractors, service contractors, repairmen, etc. must be authorised to access the complex. The security officers must be able to communicate efficiently and assist in directing public politely in English & Zulu.
- recording and documenting the arrival of deliveries and/or equipment or re-entry of equipment of goods destined for a location within the site. The Contractor shall take appropriate action to be satisfied that the product(s) to be delivered do not pose a threat to the security of the site, eg. a bomb, a "trojan horse", etc.
- recording and documenting the removal of equipment and/or goods destined for repair, external work, etc. The Contractor shall be liable to replace the said equipment and/or goods if there is no or insufficient records of the product leaving the building, ie. Appropriate, contact details of the individual removing the product, the reasons for such removal, the authority to remove the product, etc.
- Control vehicular access/egress to the site (where necessary).
- Conduct random searches of all relevant vehicles at regular intervals.
- Collect cash at the Bruntville cashiers office

Furthermore, the Contractor shall secure/lockup the site for the night, ie. lock all accesses vehicular and pedestrian and grant limited access to the complex after trading hours to staff only.

In addition to the afore going the Contractor shall provide for creating a situation of "high alert" or temporary "lock-down" whilst the money collection operation is in progress (where applicable).

7.3.3 SHIFTS

The shifts for the various sites are depicted on schedule of Sites/Prices to be secured. In the event of shift exceeding 12 hours, the Contractor shall deploy more than one security officer to the respective site.

7.3.4 SHORT-TERM SERVICES

The short-term rate will apply when daily casual posting is requested or where a site requires temporary coverage (day or night). The security personnel will be deployed at any point within the Transitional Local Municipality Area, the area is described in proclamation No. LG 67 and published in the Kwa-Zulu Natal Provincial Gazette dated 1 February 1995 (as amended)

Guards must be equipped with torches and are responsible for the overall security of the sites. Guards may be required throughout the Municipal area for temporary construction sites, etc. The duration of security on these sites will vary considerably. Close liaison must be established and maintained throughout the duration of the contract with the Representative to appoint security guards on new sites, to effect transfers of guards to alternative sites where their services are no longer required.

A minimum period of 24 hours notice will be given by the Representative concerning the security requirements on construction sites.

7.4 **COMMUNICATION**

7.4.1 **RADIO:**

The Contractor shall operate and maintain an operation/control room equipped with appropriate communication systems, manned by qualified and competent staff, at the Contractor's base. The operation/control room shall operate on a 24 hour basis and all portable sets must be able to communicate directly with same, must be locally based.

7.4.2 **TELEPHONE:**

Wherever possible, a private telephone will be made available to give direct communication with the Municipality's Control Centre Unit, further notice urgent telephonic communication shall be made by dialling 033 263 2862

7.5 **GUARDS:**

7.5.1 **UNARMED GUARDS:**

The Contractor shall provide the quantity and appropriate grade of guards specified or any amendments, thereto. The minimum grade is "C"

7.5.2 **ARMED GUARDS:**

In terms of the Conditions of Contract and where provided for in the accepted operation, armed guards shall be used. The security officer shall be a grade C or higher and shall be uniformed and provided with a weapon licensed in accordance with the Conditions of Contract.

The weaponry shall be limited to:-

- a serviceable .38 revolver with fully loaded chamber, plus an additional 20 rounds,
- a serviceable 9mm pistol with fully loaded magazine, plus an additional 20 rounds.

When ordered by the Representative, a shotgun with a fully loaded magazine, plus 20 rounds of ammunition shall be carried by the security officer. Unless stated otherwise, it shall be deemed that the rate for armed guards shall be applicable for this service.

7.5.3 **DETAILS OF THE SECURITY OFFICERS**

The Contractor shall provide the grade and number of security officers to be placed at any one specified location.

The Contractor shall provide the charge-out rates for the grade of security officers specified on the attached data sheet. These rates shall be used if the operation is to be amended for what ever reason.

7.5.4 UNIFORMS

The Contractor shall provide each security officer, including inspectors/supervisors, etc. with an appropriate clean uniform with:-

- rainwear,
- suitable footwear,
- a baton or equivalent,
- a four cell torch in working order.

which is to be worn at all times when on duty. A company identity card with the following details:-

- National identity number,
- Company identity number,
- Grade determined by the Security Officer's Board, and
- A clear head and shoulders photograph of the holder.
- All vehicles to be branded.

The card is to be laminated/ waterproofed after having been validated by the Representative. The card shall be deemed to be part of the security officer's uniform.

7.6 REPORTING

The Contractor, or a representative authorised to decide and act on all matters pertaining to this contract shall attend a weekly meeting with the Representative.

7.6.1 WEEKLY REPORTS:

The Contractor shall submit a weekly written report to Representative. The report shall contain the following:-

- summary of complaints lodged,
- summary of visits by Supervisor(s)
- summary of occurrence's of note,
- extent of consequent investigations,
- list of the establishment of security officers dedicated to the complex, highlighting the amendments (temporary or otherwise) thereto and the reasons for such,
- details of deficiencies, including the applicable penalty.

7.6.2 SUBMISSION OF INCIDENT REPORTS

In the event of a crime being committed or the occurrence of any other incident of note (including damage to premises) at a Municipality site, the responsible Contractor shall immediately inform Manager Protection Services via telephone (No. 033 239 9252) and forward a written report to the Representative within 24 hours.

7.6.3 OCCURRENCE BOOK

The Contractor is to maintain an occurrence book at the complex. The book is to record the time security officers report on and off duty, details and times of visits by the Supervisor(s) and incidents of note. The occurrence book is to accompany the weekly report.

MPOFANA MUNICIPALITY

8. SCHEDULE OF SITES TO BE SECURED / RATES

The premises to be secured are those listed below. Bidders are required to visit the premises and familiarize themselves with the locality, nature and extent of the sites to be secured before submitting their tender.

No claims whatsoever will be entertained during the contract period should the Bidder fail to observe the abovementioned requirement

Prices must include all public holidays and weekends (where applicable).

The various sites and/or premises are administered by the following Departments:-

8.1 SUMMARY

SECTION	SITE NAME	RATE PER MONTH (Excl. VAT)
Section A	Testing Ground / Weighbridge	
Section B	Main Admin Building & Town Hall	
Section C	Municipal Workshop & Stores	
Section D	Bruntville Hall, Office & Library	
Section E	Bruntville Small Business Centre	
Section F	Landfill Site	
Section G	Mooi River Library & Small Town	
Section H	Mooi River Town Museum	
Section I	Nyamvubu Community Hall	
Section J	Rosetta Community Hall	
Section K	Middlerus Community Hall	
TOTAL		

8.2 SCOPE OF WORKS

Section	Mpofana Municipal Site	Day	Night	Grade	Armed Day	Armed Night
A	Testing Ground/ Weighbridge	2	2	C	2	2
B	Main Admin Building & Town Hall	3	3	C	2	2
C	Municipal Workshop & Stores	1	2	C	1	2
D	Bruntville Hall, Office & Library	1	1	C	1	1
E	Bruntville Small Business Centre	1	1	C	0	0
F	Landfill Site	1	1	C	0	0
G	Mooi River Library & Small Town	1	1	C	0	0
H	Mooi River Town Museum	0	1	C	0	0
I	Nyamvubu Community Hall	0	1	C	0	0
J	Rosetta Community Hall	1	1	C	0	0
K	Middlerus Community Hall	0	1	C	0	0

8.3. **DISCLOSURE OF THE AFORE-MENTIONED PORTION OF THE RATE SUBJECT TO STATUTORY INCREASES**

The Contractor is to disclose the items that are subject to statutory increases. In addition, the Contractor shall specify the percentage apportioned thereto.

Monthly Costs	GRADE "C" (%)
Basic Salary	
Overtime	
Leave Pay	
Workmen's Compensation	
Sick Leave	
UIF	
Cleaning Allowance	
Public Holidays	
Nightshift Allowance	
Dog Handler Allowance	
Fuel	
Other (Please Specify)	
Other (Please Specify)	
Other (Please Specify)	
Other (Please Specify)	
Other (Please Specify)	
Other (Please Specify)	
Other (Please Specify)	
Totals	100%

MPOFANA MUNICIPALITY

SCHEDULE OF RATES FOR “SHORT-TERM” SECURITY SERVICES

8.4 12 Hour Coverage

Category	7 Day	6 Day	5 Day	Casual	Extra Over charge for Sunday / Public Holiday
Security Officer Grade A					
Security Officer Grade B					
Security Officer Grade C					
Armed Officer					

8.5 16 Hour Coverage

Category	7 Day	6 Day	5 Day	Casual	Extra Over charge for Sunday / Public Holiday
Security Officer Grade A					
Security Officer Grade B					
Security Officer Grade C					
Armed Officer					

8.6. Accessories

	Monthly Rates	Casual Rates
Vehicle		
Radio		
Cell phone		

NOTE:- All Rates stated in these schedules are to exclude VAT.

8.7 Portion of Rates Subject to Statutory Increases (Provide Percentage)

Category	7 Day (%)	6 Day (%)	5 Day (%)	Casual (%)	Extra Over charge for Sunday / Public Holiday (%)
Security Officer Grade A					
Security Officer Grade B					
Security Officer Grade C					
Dog and Handler					
Armed Officer					

8.8. **DISCLOSURE OF THE AFORE-MENTIONED PORTION OF THE RATE SUBJECT TO STATUTORY INCREASES**

The Contractor is to disclose the items that are subject to statutory increases. In addition, the Contractor shall specify the percentage apportioned thereto.

Monthly Costs	GRADE "A" (%)	GRADE "B" (%)	GRADE "C" (%)
Basic Salary			
Overtime			
Leave Pay			
Workmen's Compensation			
Sick Leave			
UIF			
Cleaning Allowance			
Public Holidays			
Nightshift Allowance			
Dog Handler Allowance			
Fuel			
Other (Please Specify)			
Other (Please Specify)			
Other (Please Specify)			
Other (Please Specify)			
Other (Please Specify)			
Other (Please Specify)			
Other (Please Specify)			
Other (Please Specify)			
Other (Please Specify)			
Totals	100%	100%	100%

MPOFANA MUNICIPALITY

9. DATA SHEETS

9.1 DATA SHEET 1

SCHEDULE OF PREVIOUS & CURRENT EXPERIENCE

[illegible]

MPOFANA MUNICIPALITY

9.2 DATA SHEET 2

RESOURCES SCHEDULE – QUESTIONNAIRE

Bidders are to complete this schedule for adjudication purposes.

9.2.1 COMPANY DETAILS

9.2.1. State the form of business (ie. Close Corporation, Company (private/public), Sole Proprietor or Partnership, etc.)

9.2.2 List names of all shareholders, directors, members, owners, etc. as applicable

9.2.3 State the year in which the firm was established and the length of time the said firm has been trading

9.2.4 State the current establishment of security officers and their respective grades currently employed within the firm

Grade	No. Registered with SOB	Applications pending with SOB	No. not Registered with SOB	TOTALS
A				
B				
C				
Totals				

9.3

COMMUNICATIONS

- 9.3.1 State the physical address of the operations/control room
9.3.2 State the 24 hour telephone number of the operations/control room
9.3.3 State the radio frequency allocated to the firm
9.3.4 Is the frequency exclusive to the firm?
9.3.5 An office must be established in Mooi river municipal area which is operational 24 hour and that office must have a telephone number and fax number.

YES	NO
-----	----

If no, provide details:

- 9.3.6 State the qualifications of the staff responsible for manning the operations/control room on a permanent basis;

9.4

GENERAL

- 9.4.1 If you have tendered to provide dogs, will you use dogs belonging to the firm?

YES	NO
-----	----

If no, provide details of the ownership of the dogs?

- 9.4.2 Are your guards paid in accordance with the stipulations of the Labour Relations Act 1956, Order for the Security Services Trade, published under Government Notice No. R494 of 27 March 1997 as published in Government Gazette No. 17890 of the same No.R568 of 6 April 1996, as amended by date?

YES	NO
-----	----

- 9.4.3 Is the firm registered with the Department of Manpower in terms of the Unemployment Insurance Fund?

YES	NO
-----	----

If yes, state the UIF number:-

9.5. **DECLARATION**

I declare the information given above to be true and correct.

Signature _____ Date _____

MPOFANA MUNICIPALITY

TENDER BRIEFING ATTENDANCE CERTIFICATE

9.3 Data Sheet 3

As required by the Conditions of Tender, I/we attended the tender briefing on the date specified below.

I/We carefully examined the sites and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the provision of the service.

I/We further certify that I am/we are satisfied with the explanation given by or on behalf of the Municipal representative at the inspection, and that I/we understand perfectly the service to be provided, as specified and implied, in the execution of the contract.

SIGNATURE OF BIDDER: _____

ADDRESS: _____

SITE INSPECTION CERTIFICATE

This will certify that _____
(Names)

representing _____
(Firm)

attended the tender briefing for this contract on _____
(Date)

SIGNED: _____
for MUNICIPAL MANAGER

MUNICIPAL STAMP

MPOFANA MUNICIPALITY

10. **BID FORM**

The Acting Municipal Manager
P.O. Box 47
MOOI RIVER
3300

Sir

Having examined the Conditions of Contract and Specification for the supply and delivery of the above service, I/we offer to supply and deliver the service in conformity with the, Specification and Conditions of Contract, save as amended by the modifications set out in Annexure A attached hereto, at the rates stated in the schedule of sites to be secured / rates.

I/We undertake to supply and deliver the above service comprised in the Contract for the duration of this contract or any extension, thereto.

I/We confirm that I am/We are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are affiliated to:-		
(enter Nil if no affiliations)		
My/Our VAT vendor registration number is:-		
		(enter nil if a non VAT vendor)
My/Our MPOFANA MUNICIPALITY registration number is:-		
		(enter Nil if not registered)
I/We bank at the		
branch of		
where I/we have a		account,
(enter Nil if no account)		

I/We acknowledge that proof of the information entered in this offer, required in terms of this document and/or provisional letter of acceptance, will be submitted and that the absence of such information or the failure to so comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 6 months from the date hereof and that it, together with your letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Municipality is not bound to accept the lowest or any tender and acknowledge that the Director Governance and Institutional Development may, if in his absolute discretion good and sufficient grounds are brought to his attention in writing within five working days from the date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

POSTAL ADDRESS: _____

STREET ADDRESS

[if different]:

NOTE: A street address where the Bidder can be reliably contacted must be given for the purpose of domicilium citandi et executandi.

DATE: _____

MPOFANA MUNICIPALITY**ALTERATIONS BY BIDDER**

Should the Bidder desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or, alternatively, state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Bidder.

PAGE No.	CLAUSE OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE OF BIDDER:

DATE:

MPOFANA MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY ACT

WRITTEN AGREEMENT BETWEEN THE WHO IS THE PRIMARY AGENT OF THE MPOFANA MUNICIPALITY (EMPLOYER/MANDATOR) AND (CONTRACTOR/MANDATORY) AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT, NO. 85 OF 1993, AS AMENDED.

I/we representing (Mandatory) do hereby acknowledge that (Mandatory) is an employer in its own right with duties as prescribed in the Occupational Health & Safety Act, No. 85 of 1993, as amended. I/we agree to ensure that all work will be performed and/or machinery and plant will be used in accordance with the provisions of the said Act. I/we furthermore agree to comply with the arrangements and procedures contained in the documents attached hereto for the full duration of the contract including the defects liability period.

Signed this day of 20..... atfor and on behalf of (contractor/Mandatory).

..... Signed this..... day of..... 20..... at for and on behalf of the MPOFANA MUNICIPALITY (employer/Mandatory)

General information for mandatories:

1. The Occupational Health & Safety Act comprises Sections 1 to 50 and all un repealed Regulations promulgated in terms of the former Machinery & Occupational Safety Act No. 6 of 1983, as amended, as well as other Regulations which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant or machinery.
3. Section 37 of the Occupational Health & Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors), save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the Mandatory.
4. All documents attached or referred to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this Agreement, mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (sub-contractors) are advised to conclude a similar written Agreement.
7. Be advised that this Agreement places the onus on the Mandatory to contact the employer in the event of inability to perform as per this Agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this Agreement.
8. Mandatories are advised that any acts or omissions on the part of the Mandatory, that are a breach of the Act may cause this contract to become null and void.

MPOFANA MUNICIPALITY**ANNAUL SUPPLIES AND SERVICES CONTRACT No _____****SCHEDULE OF DEFICIENCIES**

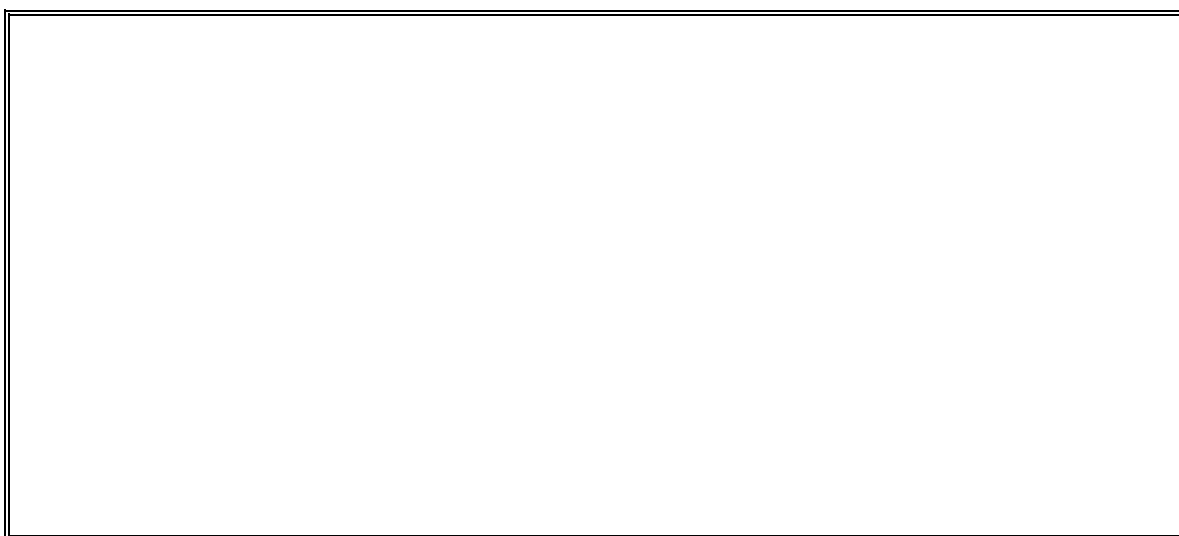
ITEM	DEFICIENCY	RESPONSIBILITY	PENALTY	PENALTY	PENALTY
			First Offense	Second Offense	Third Offense and more
A	Guard/s not posted	Contractor	Financial		
B	No Radio / Dog	Contractor	Financial		
C	Drunk / Under the influence of liquor	Contractor	Financial / Remove		
D	Refuse Lawful Instruction	Contractor	Financial / Remove		
E	Sleeping on Duty	Contractor	Warning	Financial / Remove	
F	Absent from Post	Contractor	Warning	Financial / Remove	
G	Insubordination	Contractor	Financial / Remove		
H	Negligent in Duties	Contractor	Warning	Warning	Financial
I	Site not Visited by Supervisor(s)	Contractor	Warning	Warning	Financial
J	Without Basic Equipment	Contractor	Warning	Warning	Financial
K	Invalid / Illegible ID	Contractor	Warning	Warning	Financial
L	Unable to Carry out Duties Efficiently	Contractor	Warning / Replace	Warning / Replace	Financial
O	Improperly Dressed	Contractor	Warning	Warning	Financial / Remove

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.
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.

Attach Original Valid Tax Clearance Certificates / PIN to this page.



SIGNATURE OF BIDDER:

DATE:

B-BBEE RATING CERTIFICATE

1. Bidders are required to submit Certified Valid copies of B-BBEE Status Level Verification Certificates together with their bids, to substantiate their B-BBEE rating claims.
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 or 80 for price Only and zero (0) points out of 10 or 20 for B-BBEE.
3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate.
4. Certificate must be accredited by SANA if not an Affidavit.

Attach Certified Valid Copy of B-BBEE Rating Certificate to this page.



SIGNATURE OF BIDDER:

DATE:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 authorized 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, shareholder²) :.....
 - 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.

¹MSCM 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.

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

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

3.9.1 If yes, furnish particulars.

.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with 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, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, Principle shareholders, or stakeholders of this company have any interest in any other related companies or

business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 disregarded 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. be convicted for fraud or corruption during the past five years
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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) 3265445.	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 outside of 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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name)..... certify that the information furnished on this declaration form is 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

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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

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.**

EVALUATION SYSTEM DIAGRAM				
Item No.	Evaluation Criteria Items 80/20 Principle	Weight		
A	PHASE 1: Administrative Compliance:	Requirements		
	1. Compulsory Returnable Documents	1.1 Valid Tax Clearance Certificate (MBD 2); 1.2 Full Company Registration documents obtained from CIPRO/CIPC 1.3 Proof of registration from Central Supplier Database. 1.4 Registration Certificate/s with Security Officers' Board (PSIRA) 1.5 Accredited fire arm competency. 1.6 Proof of Municipal rates and taxes.		
B	PHASE 2: Functionality:	Requirements	Points	Points breakdown
	1. Capability:	Company Experience: Proven track record for the Provision of Security Services to Public Institution/Government Departments	30	5 years = 30 4 years = 20 3 years = 10 2 years = 05 1 year = 0
	2. Proof of Resources	Number of Staff (minimum of 10)	10	
		Proof of Staff Qualifications	10	
		Vehicles (minimum of 02)	10	
		Two Way Radios	10	
		Proof of Established Call / Control Room	10	
	3. Methodology	The approach must be comprehensive enough to indicate clear understanding of at least the requirement. It must cover: Implementation plan (Duty roaster must be clear and attached per site. Compliance with PRISA rates, should be more than the threshold set in the Gazette.	20	
	Total Functionality		100	
	NB: Minimum 60% qualifications on functionality.			
C	PHASE 3: Price and Preference		Score	
	Price score		80	
	B-BBEE level score		20	
	Total score on preference and price		100	

ANNUAL SUPPLY AND SERVICES CONTRACT NO

The Municipal Manager
Mpofana Municipality
10 Claughton Terrace
Mooi River
3300

Sir,

I/We hereby offer to supply Security Services to the MPOFANA Municipality to the satisfaction of the Municipality and in strict accordance with the Standard Conditions of Contract, save as amended by the modifications set out in Form B attached hereto, at the prices and delivery periods shown in the Schedule of Unit Prices for a period of 22 months commencing from the date of award.

I/We further undertake that this offer shall not be retracted nor withdrawn for and during three calendar months from the date hereof and that it may be accepted at any time during such period without prejudice to any other penalty I/We may otherwise incur.

I/We declare that I am/we are in possession of a license to carry on the business with which this tender is connected.

It is agreed and understood that this tender, together with your final Letter of Acceptance, shall constitute a binding contract between us.

I/We confirm that I am/We are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are affiliated to:- _____

My/Our VAT vendor registration number is:- _____

I/We bank at the _____ branch of _____ where I/we
have a _____ account _____ account no.

Tender Deposit Receipt No. _____

It is agreed and understood that this tender is valid for 3 months from the closing date of tender and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Chief Financial may, if in his absolute discretion good and sufficient grounds are brought to his attention in writing within five working days from the date hereof, decline to consider my/our offer.

I/We the undersigned, warrants that I am/ we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the MPOFANA Municipality in addition to any remedies, it may have, may:-

- recover from the enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or,
- cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- impose a penalty on the enterprise as provided in the tender document, and/or
- take any other action as may be deemed necessary.

I/We further undertake to submit documentary proof regarding any tendering issue to the council when so required.

Full Name of Signatory

Capacity of Signatory

I.D. Number

Duly Authorized to sign on behalf of:

Physical Address:
.....
.....

SIGNATURE **DATE**

**MPOFANA LOCAL MUNICIPALITY****BID DOCUMENT****CONFIRMATION OF BANKING DETAILS**

The Mpošana Municipality can pay suppliers or service providers via Electronic Funds Transfer (EFT's). In order to enable the municipality to execute this option, we herewith request confirmation from the supplier or service provider's Banker. Below please find said statement to be duly completed by the Banker.

Name of Enterprise:	
Account Holder:	
Bank:	
Branch:	
Branch Code:	
Acc. No.:	
Type of Account:	

I confirm that I am duly authorized to provide this information.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

BANK OFFICIAL STAMP