

MORETELE LOCAL MUNICIPALITY



INVITATION TO TENDER

BID NO: MLM/HR/SECURITY/26-28

APPOINTMENT OF SERVICE PROVIDER FOR 24 HOURS SECURITY SERVICE FOR A PERIOD OF 36 MONTHS.

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal Address of Tenderer:	
Contact Person:	
Tel. No.:	
CIDB CRS Number(s):	
CSD Number(s):	MAAA
This tender closes at 12:00 12 September 2025 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404	
NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For:

Moretele Local Municipality

4065 B, Mathibestad

Private Bag X367

MAKAPANSTAD

0404

Contact Name: Mr S Mashingwana or Ms M Phenya

Telephone: (012) 716 1300\74 OR (012) 716 1300\14

1. FOREWORD

1.1. This document consists of three volumes clustered to form a bid and contract namely:

1.1.1. BIDDING PROCEDURES

This volume contains the bid notice and invitation describing the nature of training work required as well as the bid date outlining the conditions of the bid to be complied with by every bidder submitting a bid.

1.1.2. RETURNABLE DOCUMENTS

This volume contains the returnable schedules and forms to be completed by each bidder for the purpose of evaluating Bids and which will subsequently form part of a contract between successful Bidder and the Employer.

1.1.3. THE CONTRACT

This volume consists of nine (9) parts, namely:

- (a) Scope of Work (Project Specifications)**
- (b) Pricing schedule**
- (c) Evaluation criteria**
- (d) Authority to signature**
- (e) General conditions of contract**
- (f) Declaration of interest – MBD4**
- (g) Declaration of the bidder's past supply chain management practices – MBD8**
- (h) Form of Offer and Acceptance**
- (i) Annexures**

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VOLUME 1

PART T1

BIDDING

PROCEDURES



MORETELE LOCAL MUNICIPALITY

Tender N0: MLM/HR/Security/26-28

T1.1. TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF SERVICE PROVIDER FOR 24 HOURS SECURITY SERVICES FOR A PERIOD OF 36 MONTHS.

Tenders are hereby invited to provide 24 hours security services a period of 36 months.

Project Name	Bid Number	Compulsory Briefing Session	Bid Document Price	Availability of Bid Document	Evaluation Criteria	Closing Date and Time
Security Services	MLM/HR/Security/26-28	14 August 2025 Online @ 10h00AM	R2000.00	04/08/2025	90/10 90 = Functionality 10 = Municipal specific goal	12/09/2025 @ 12h00PM

Bid documents with detailed bid specifications and detailed information are obtainable on e-tender: www.etenders.gov.za. A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name : Moretele Local Municipality
Bank : ABSA
Cheque account No : 405 331 7014
Branch code : 632005
Ref : Company Name..... BID Number.....

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked “**BID N0 AND PROJECT NAME (as per the table above)**” must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

Inquiries may be directed to: Mr. S Mashingwana Tel: (012) 716 1300\74 and Ms. M Phenya Tel: (012) 716 1300/14

Mr S. Ngwenya
MUNICIPAL MANAGER

PART A

MBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ 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	Supply Chain Management		DEPARTMENT	Human Resource & Corporate Services	
CONTACT PERSON	Ms.M Phenya		CONTACT PERSON	Mr. S Mashingwana	
TELEPHONE NUMBER	012 716 1300/1314		TELEPHONE NUMBER	012 716 1300/1374	
E-MAIL ADDRESS	Modiegi.phenya@moretele.gov.za		E-MAIL ADDRESS	Stambo.mashingwana@moretele.gov.za	

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 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2. BIDDING PROCEDURES

1.2.1. Bid Information

This bid is subject to the MLM supply chain management policy, preferential procurement policy framework act and the preferential procurement regulations, 2022, the general conditions of contract (gcc) and, if applicable, any other special conditions of contract.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of the tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments, and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause no	Addition or Variation to Conditions of Bid
C.1.1.	The Employer is Moretele Local Municipality
C.1.2.	(a). The Tender Documents consist of the following: PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2:RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.6 Transfer of Rights PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications
C.1.3.	Contract Period Thirty-Six (36) months

C.1.4	All work produced, including records, documents pertaining to this bid shall remain the property of the Moretele Local Municipality and no part thereof may be altered or changed by the bidder.
C.1.5	The service provider may not assign this Contract, not subcontract any part of this Contract or any of its obligations hereunder without the prior written consent of the client. Service provider's obligations to the client hereunder shall remain unchanged and the service provider shall be solely responsible to the client for the performance of this obligation.
C.1.6	All the data and information generated under this project shall become the property of the Moretele Local Municipality and shall not be given to third parties without a written approval from the Moretele Local Municipality.
C.2	No alternative bid offers will be accepted, and bids must be completed on the bid document provided by the Moretele Local Municipality.
C.2.1	Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is: Title to appear on envelope one (1): “BID NUMBER: MLM/HR/SECURITY/26-28 APPOINTMENT OF SERVICE PROVIDER FOR 24 HOURS SECURITY SERVICES FOR A PERIOD OF 36 MONTHS. This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below. For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/HR/SECURITY/26-28
C.2.2	A two-envelope procedure will NOT be followed.
C.2.3	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed.
C.2.4	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.5	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
C.2.6	Information and data to be completed in all respects. Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.
C.2.7	Compulsory Briefing session Date: 14 August 2025 Online Platform

	Time: 10h00 The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.8	The closing date and time for submission of bid offers is 12 September 2025 at 12h00.
C.2.9	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.10	Telephonic, telegraphic, telex, facsimile or e-mailed and late bid offers will not be accepted.
C.2.11	The bid offer validity period is 90 (ninety) days from the tender closing date.
C.2.12	If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.
C.2.13	Joint ventures are eligible to submit bids provided that: 1. A joint venture agreement, signed by all partners in a joint venture is in place. 2. At least one member of the joint venture is an SMME 3. Roles, responsibilities, and percentage split of the joint venture Partners should be clearly defined in the joint venture agreement.
C.3	Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases.
C.3.1	Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows: Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation. Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected. Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (90/10.) Phase Four: Objective criteria and Risk analysis
C.3.2	NB. Bidders who fail to comply with the requirements of stages One (1) and two (2) respectively will not proceed to the next stage of evaluation PHASE 1: ADMINISTRATIVE COMPLAINE All bids duly logged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions will be eliminated from further evaluation. The following administrative compliance has been identified for this bid and any non-compliance/submission thereof will lead to the bid being regarded as non-responsive and therefore will be disqualified from further evaluation:

	• Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendments or changes) • Fully signed and completed MBD Forms • All pages signed must be initialled, failure will lead to disqualification • Completion of bid document must be in black or blue ink. (completion in pencil or red ink will be disqualified) • Compliant tax status (CSD report will be generated by the Municipality) • Bank account confirmation • Copies of Company Registration Documents (if JV submit for both) • Certified copies of ID's for all Directors of the company must be submitted. • Submission of Municipal rates and taxes or Municipal services invoice issued to the bidder (Company) and all Directors by the relevant Municipality or entity. The Municipal rates and taxes must not be in areas • Grade A or B PSIRA Certificates for the Directors and all members of the Close Corporation • Certified copy/s of SAPS Clearance certificate/s in respect of "name clearance" and criminal record check for all Directors/Shareholders • Compliance Certificate with the Unemployment Insurance Fund (UIF) must be attached • Valid certified copy of letter of good standing with the Compensation for Occupational Injuries and Diseases Act (COIDA) • Valid certified copy of PSIRA certificate for the company must be attached • Copy of letter of good standing from PSIRA confirming that indeed the company is in good standing must be attached • Pricing must be based on the PSIRA Sectorial Determination • Proof that all firearms are registered in the name of the company must be attached • Attach proof of ownership of vehicles with valid license discs in the name of the company • Proof of Public Liability Insurance valued at least R20 000 000.00 • Original authentic certificate of compliance issued by PSIRA Provident Fund • Valid certificate issued by SAIDSA (which should include capabilities on Alarm installation and Armed reaction). Please note that the certificate will be verified with SAIDSA • Price tendered for site must be submitted in monthly rates • Annual Financial Statements for the past three years • List of current registered security officers from PSIRA • Signed Joint Venture Agreement by all parties (if applicable) • Attendance of compulsory online briefing. • Price amendment without signature will amount to disqualification NB. All certified documents must not be older than three months Further Note. Failure to comply with the above requirements will automatically disqualify the bid
C.3.3	PHASE 2: SITE IN-LOCO INSPECTION

	<table border="1"> <tr> <td data-bbox="296 192 643 255">NAME OF COMPANY</td> <td data-bbox="643 192 1414 255"></td> </tr> <tr> <td data-bbox="296 255 643 318">PHYSICAL ADDRESS</td> <td data-bbox="643 255 1414 318"></td> </tr> <tr> <td data-bbox="296 318 643 376">CONTACT DETAILS</td> <td data-bbox="643 318 1414 376"></td> </tr> </table>	NAME OF COMPANY		PHYSICAL ADDRESS		CONTACT DETAILS	
NAME OF COMPANY							
PHYSICAL ADDRESS							
CONTACT DETAILS							
C.3.4	Bidders who complied with the administrative requirements including the special conditions will be evaluated in terms of stage 2 i.e. compliance to the requirements of the site inspection as follows: I. Existence of fully equipped and functional office with basic equipment e.g. telephone, fax machine, desktop/lap top computer, two-way radios, Office furniture etc. Proof of legitimate occupancy (lease agreement or proof of ownership) will be verified during in-loco site inspection. II. Security Operating Tools but not limited to the following will be inspected: a) Complete Uniform (both combat and corporate) b) Mounted Firearm Safe/s c) Firearms and firearm licenses in the name of the bidding company and competency certificates for all armed guards and directors of the company d) Demonstrate availability and access to training facilities i.e. academy and shooting range (for the purposes of refresher training) e) Handheld metal detectors f) Torches and flashlights g) Branded company vehicles h) Rain suites i) Secured control room constructed on a brick-and-mortar wall with functional two-way radio system j) Control room that is compliant with the OHS requirements III. All PSIRA compliance requirements related to effective management of security services will be required during the in-loco site inspection IV. Posters of the Basic Conditions of Employment Act and Labour Relations Act must be displayed V. Human Resources Recruitment and Development Plans/Strategies must be available VI. Disciplinary Procedure and Code of Conduct must be available VII. Grievance Procedure will be verified VIII. Contingency Plan must be made available IX. Training Programme must be made available X. The Municipality reserves the right to conduct further inspections on the site managed or secured by the bidder which will have an impact on the awarding of the bid XI. All documents/plans/strategies must be relevant to the security industry The inspection/s will be conducted on the address/addresses provided by the bidder in the bid document. Any address not indicated or provided in the bid document will not be entertained. PHASE 3: EVALUATION OF FUNCTIONALITY						

The bid will be evaluated based on the following criteria for Functionality and the bidder must obtain a minimum score of 70% of the point allocated for functionality to qualify for further evaluation:				
Heading	Weight	Description	Score	Point allocation
Previous experience of the company (attach appointment letters and reference letters on the letterhead of the company that indicate contract/Bid number and the value of the contract).	15	The bidder has successful rendered security services in private or public sector (15 projects or more).	15	
		The bidder has successful rendered security services in private or public sector (10-14 projects).	10	
		The bidder has successful rendered security services in private or public sector (5-09 projects).	03	
		The bidder has successful rendered security services in private or public sector (1-4 projects).	3	
Previous Experience of Company in Riots, Crowd Control	10	Bidders must attach proof of experience of reference letters on Riots, Crowd Control and VIP Static Security Services. 3 or more projects 2- projects 1 - project	10 05 03	
VIP and Static Security Services	10	Bidder must attach proof of experience of reference letters on projects of similar nature 3 or more projects 2 – projects 1 - project	10 05 03	
Control room	15	Availability of full function control room with a certificate issued by SAIDSA (which should include capabilities on Alarm installation and Armed reaction) confirming operational compliance including proof of trained staff, which can communicate:		

		- Nationally - Provincial - Regional Please note that the certificate will be verified with SAIDSA	15 10 05		
	Banking Rating- Ability to execute the project	10	Rating - A-B - C - D	10 05 03	
	ISO 9001 SABS Certificate	10	- Quality management system - No attached Please note that the certificate will be verified with SABS	10 0	
	Profile of Operational Manager: Please attach CV and certified certificates of proof of security related qualifications.	15	- Degree/equivalent Security Management related field. - National Diploma/equivalent in security related field - Certificate/equivalent in Security related field	15 10 05	
	Methodology	15	The bidder must provide a comprehensive methodology: - Project Implementation Plan - Human Resources Plan - Contingency Plan - Equipment Plan - Risk Assessment - Training Plan	05 02 02 02 02 03	
	Total:	100			
	NB. Bidders are expected to demonstrate value adding initiatives to enhance as safe and secure municipal environment. These initiatives will be depicted as an advantage in considering a successful bidder				
C.3.6	PHASE 4: EVALUATION OF PRICE AND SPECIFIC GOALS As indicated above the second stage will consider only those bidders that scored above the minimum threshold of 70%, and only one bidder preceded to the second stage of the assessment. Formula for Evaluating Price: $P_s = 90 + \left[\frac{P_t - P_{min}}{P_{min}} \right]$ Where:				

Ps = Points scored for price of tender under consideration
Pt = Rand Value of tender under consideration
Pmin = Rand Value of Lowest acceptable / responsive tender

Points awarded for specific goals

In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / Black ownership	2	
Points for 51% Women's Equity	2	
Points for black person with Disability	2	
Points for 51% owned Youth firm	2	
Points for Locality (Contractors domiciled in the North West Province)	2	
Form not completed or submitted	0	
TOTAL EVALUATION POINTS SCORE FOR SPECIFIED GOALS	10	

VOLUME 2

(RETURNABLE DOCUMENTS

1.2.2. Returnable Documents

TERMS AND CONDITIONS FOR BIDDING

Mandatory Requirements

1. The bidder must be registered with PSIRA in terms of section 21 of the Private Security Industry Regulations Act 56 of 2001.
2. Bidder must attach PSIRA registration certificate for the company and for the company directors.
3. Bidder must submit the company's Organizational Structure NB. All directors must be PSIRA registered at Grade A/B while supervisors must be Grade C registered.
4. The bidder's pricing must be in line with PSIRA illustrative contract pricing structure of the current financial year (**NB. Pricing must conform to the required maximum of 40% (share of overheads) in terms of the PSIRA Regulations**)
5. Salaries of the Bidder Security Officers must be in line with the determinations as published in the recently promulgated Government Gazette
6. For the purposes of number (5) above the salary structures must be attached to the bid document
7. The bidder must attach a list of PSIRA registered employees
8. Bidder must have complaint tax status
9. Bidder must have Liability Insurance and attach a copy of the Policy Contract or confirmation letter from the insurance company
10. An in-loco inspection will be conducted to all short-listed bidders and the following requirements must be ready at the time of inspection. **See below Phase 2**
11. The successful bidder will be subjected to company security screening
12. The successful bidder will be required to sign a Service Level Agreement/Contract with Moretele Local Municipality
13. Any bidder who submits prices below the set PSIRA pricing requirements will automatically be disqualified.

AUTHORITY TO SIGNATURE

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

(I) Certificate for Company

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board
(copy
attached) taken on 20....., Mr/Ms,
acting in

the capacity of, was authorized to sign all documents in
Connection with the Bid no: **MLM/HR/SECURITY/26-28** and any contract resulting from it, on behalf
of the company.

Chairman:

As Witness: 1

2.....

Date :

(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
....., hereby authorize Mr/Ms
....., acting in the capacity of
.....to sign all documents in connection with the Bid for
MLM/HR/SECURITY/26-28 and any contract resulting from it, on our behalf.

Name	Address	Signature	Date

Note : This certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
.....hereby authorize
Mr/Msacting in the capacity of
....., to sign all documents in connection
with the Bid for **MLM/HR/SECURITY/26-28** and any contract resulting from it, on our behalf.

Name	Address	Signature	Date

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.

(IV) Certificate for Joint Venture (JV)

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company..... Acting in the capacity of lead partner, to sign all documents in connection with the Bid offer for **MLM/HR/SECURITY/26-28** and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Name of Company	Address	Duly Authorized Signature
Lead Partner		Signature
		Name
		Designation
Lead Partner		Signature
		Name
		Designation

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of individual Companies.

(V) Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

Signature of Sole Owner:

Date:

As Witnesses:

.....

Date:

MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.8 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**

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
***YES / NO**

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
YES / NO

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

2.2 If yes, provide particulars.

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

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

YES / NO

- 3.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The applicable preference point system for this tender is the **90/10** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
 - (b) **“price”** means an amount of money tendered for goods or services, and includes all
-

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Employer

Witness 1

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Broker

Witness 1

Witness 2

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / Black ownership	2	
Points for 51% Women's Equity	2	
Points for black person with Disability	2	
Points for 51% owned Youth firm	2	
Points for Locality (Contractors domiciled in the North West Province)	2	
Form not completed or submitted	0	
Total	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

- ☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

5. EVALUATION OF FUNCTIONALITY

The bid will be evaluated based on the following criteria for Functionality and the bidder must obtain a minimum score of **70%** of the point allocated for functionality to qualify for further evaluation:

Heading	Weight	Description	Score	Point allocation
Previous experience of the company (attach appointment letters and reference letters on the letterhead of the company that indicate contract/Bid number and the value of the contract).	15	The bidder has successful rendered security services in private or public sector (15 projects or more).	15	
		The bidder has successful rendered security services in private or public sector (10-14 projects).	10	
		The bidder has successful rendered security services in private or public sector (5-10 projects).	03	
		The bidder has successful rendered security services in private or public sector (1-5 projects).	3	
Previous Experience of Company in Riots, Crowd Control	10	Bidders must attach proof of experience of reference letters on Riots, Crowd Control and VIP Static Security Services.		
		3 or more projects	10	
		2- projects	05	
		1 - project	03	
VIP and Static Security Services	10	Bidder must attach proof of experience of reference letters on projects of similar nature		
		3 or more projects	10	
		2 – projects	05	
		1 - project	03	
Control room	15	Availability of full function control room with a certificate issued by SAIDSA (which should include capabilities on		

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

		Alarm installation and Armed reaction) confirming operational compliance including proof of trained staff, which can communicate: - Nationally - Provincial - Regional Please note that the certificate will be verified with SAIDSA	15 10 05	
Banking Rating- Ability to execute the project	10	Rating - A-B - C - D	10 05 03	
ISO 9001 SABS Certificate	10	- Quality management system - No attached Please note that the certificate will be verified with SABS	10 0	
Profile of Operational Manager: Please attach CV and certified certificates of proof of security related qualifications.	15	- Degree/equivalent Security Management related field. - National Diploma/equivalent in security related field - Certificate/equivalent in Security related field	15 10 05	
Methodology	15	The bidder must provide a comprehensive methodology: - Project Implementation Plan - Human Resources Plan - Contingency Plan - Equipment Plan - Risk Assessment - Training Plan	05 02 02 02 02 03	
Total:	100			

NB. Bidders are expected to demonstrate value adding initiatives to enhance as safe and secure municipal environment. These initiatives will be depicted as an advantage in considering a successful bidder

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

6. EVALUATION OF PRICING AND SPECIFIC GOALS

SCHEDULE OF RATES

As indicated above the second stage will consider only those bidders that scored above the minimum threshold of **70%**, and only one bidder preceded to the second stage of the assessment.

PRICING SCHEDULE: RATES

NB: Rates to be based as per private security sectorial determination

Area	Grade Description	No. of guards	Year 1 Rate (Per month)	Year 2 Rate (Per month)	Year 3 Rate (Per month)
Moretele Local Municipality	1x Armed Security Guard dayshift with Grade C (per 12hr shift)	1	R	R	R
	1x Armed Security Guard nightshift with Grade C (per 12hr shift)	1	R	R	R
	1x Security Guard dayshift with Grade C (per 12hr shift)	1	R	R	R
	1x Security Guard nightshift with Grade C (per 12hr shift)	1	R	R	R
	1x Armed Security Guard dayshift with Grade C K9 (per 12hr shift)	1	R	R	R
	1x Armed Security Guard nightshift with Grade C K9 (per 12hr shift)	1	R	R	R
VIP Protection					
Crowd control/ public order					

SUMMARY: PRICING SCHEDULE

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
Total Cost Per Month (Excl Vat)	R	R	R
Vat (15%)	R	R	R
Total Cost Per Month (Incl Vat)	R	R	R
Total Per Year Inclusive of VAT (Rate per Month (VAT Incl.) x 12 Months)	R	R	R
Total (VAT incl)	R		
NB: (Year 1 + Year 2 + Year 3)			

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

Formula for Evaluating Price:

$$P_s = \left[\frac{P_t - P_{min}}{90} \right] + P_{min}$$

Where:

P_s = Points scored for price of tender under consideration

P_t = Rand Value of tender under consideration

P_{min} = Rand Value of Lowest acceptable / responsive tender

Points awarded for specific goals

In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / Black ownership	2	
Points for 51% Women's Equity	2	
Points for black person with Disability	2	
Points for 51% owned Youth firm	2	
Points for Locality (Contractors domiciled in the North West Province)	2	
Form not completed or submitted	0	
TOTAL EVALUATION POINTS SCORE FOR SPECIFIED GOALS	10	

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

MBD7.1: CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document form part of the bid.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted of 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 a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
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 ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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Employer	Witness 1	Witness 2	Broker	Witness 1	Witness 2

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality)

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)

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

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.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

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Employer

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Witness 1

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Witness 2

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Broker

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Witness 1

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Witness 2

FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

BID NO: MLM/HR/SECURITY/26-28

APPOINTMENT OF SERVICE PROVIDER/S FOR 24 HOURS PHYSICAL SECURITY SERVICE FOR MORETELE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

The **Bidder**, identified in the Offer signature block below, has examined the documents listed in the Bid, 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 Service Provider 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 Bid identified.

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

.....

.....

.....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 Bid, whereupon the Bidder becomes the party named as the Service Provider in the Conditions of Bid.

FOR THE BIDDER:

Signature

Name

Capacity

			T41		
Employer	Witness 1	Witness 2	Broker	Witness 1	Witness 2

Name and Address of Organization

Name : _____

Address : _____

Signature and Name of Witness

Signature

Name

Date: _____

B. 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 Bid identified in the Bid. 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.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document. Unless the Bidder (now Service Provider) 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,

FOR THE EMPLOYER:

Signature

Name

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Employer

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Witness 1

--

Witness 2

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Broker

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--

Witness 1

--

Witness 2

Capacity
Name and Address of Organization

Name: _____

Address: _____

Signature and Name of Witness

Signature

Name

Date: -----

VOLUME 3

PART T2

AGREEMENT AND CONTRACT DATA

T2.1 General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

TABLE OF CLAUSES

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General Conditions of Contract

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.5 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when,
- 1.6 through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of

5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information for **and information**; nished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the **inspection**. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a bank guarantee or an irrevocable letter of credit issued by a reputable

bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

a cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Inspections,

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

			T51		
Employer	Witness 1	Witness 2	Broker	Witness 1	Witness 2

tests and analyses

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

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

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

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

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

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

further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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Employer	Witness 1	Witness 2	Broker	Witness 1	Witness 2

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

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

11. Insurance

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

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

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

performance or supervision of on-site assembly and/or commissioning of the supplied goods.

furnishing of tools required for assembly and/or maintenance of the supplied goods.

furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

training of the purchaser's personnel, at the supplier's plant and/or on-

site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and

shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

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

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

17. Prices

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

18. Contract

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the

			T55		
Employer	Witness 1	Witness 2	Broker	Witness 1	Witness 2

21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

if the Supplier fails to perform any other obligation(s) under the contract; or

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

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

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

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

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

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

the name and address of the supplier and / or person restricted by the purchaser.

the date of commencement of the restriction

the period of restriction; and (iv) the reasons for the restriction.

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

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Employer

Witness 1

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Broker

Witness 1

Witness 2

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of

2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping

24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or

countervailing duties are imposed, or the amount of a **duties and rights** provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of

any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the

Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

27. Settlement of

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations **under** the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of

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

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

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

29. Governing

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

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Broker

Witness 1

Witness 2

shall also be written in English.

30. Applicable

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

Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and

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

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

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

33. National 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable **Industrial** to all contracts that are subject to the NIP obligation. **Participation (NIPP)**

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Employer

Witness 1

Witness 2

Broker

Witness 1

Witness 2

3.4.1. Restrictive practices In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1

ent between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART T2

AGREEMENT AND CONTRACT DATA

Contract Data

SPECIAL CONDITIONS OF CONTRACT

The bid will be awarded subject to the following conditions:

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without the prior written consent of Moretele Local Municipality.
- The Moretele Local Municipality reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- Moretele Local Municipality reserves the right not to make any appointment.
- Any changes of staff member on-site it must be submitted to Moretele Local Municipality
- During the appointment phase until signing of the service level agreement, the service provider must ensure that, the following operating level performance is always adhered in order to ensure that the services shall be optimally rendered and always available for use:
 - Ensure that the department of labour conditions (registration of UIF and security guards) are met.
 - Ensure that service level contracts and condition of employment with the security guards are met.
 -
 - Installation of a premises patrol tagging system in relevant or high-risk areas.
 - Clearance certificate for all directors from South African Police Services
 - The appointed PSP once appointed is limited to utilize the services of only personnel presented for evaluation purposes. Any changes are to be subjected to the Moretele Local Municipality for approval.

PART T2 AGREEMENT AND CONTRACT DATA

T2.3 Terms of Reference

TERMS OF REFERENCE

APPOINTMENT OF SERVICE PROVIDER/S FOR TWENTY-FOUR (24) HOUR PHYSICAL SECURITY SERVICES FOR MORETELE LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE

The purpose of this contract is to appoint a service provider for the provision of physical security services for the protection of employees while they are on duty and to safeguard or prevent unauthorized and/ or entry removal of assets from Moretele Local Municipality premises and always prevent workplace crimes and violence.

2. BACKGROUND

The Moretele Local Municipality it has the responsibility to ensure that the employees and premises are always protected. This includes all personnel and assets attached to office.

3. AIMS AND OBJECTIVES

Aims and objectives of this service are:

- To provide physical security for the protection of employees while they are on duty.
- Safeguard and/ or prevent unauthorized removal of assets from these premises.
- To prevent unauthorized entry into Moretele Local Municipality premises around the clock.
- Protect Moretele Local Municipality premises and employees against any form of crimes and/ or violence.

4. SCOPE OF WORK/ DELIVERABLES

- To conduct site / office patrols and manage access control to the Moretele Local Municipality premises, for employees and visitors.
- To submit a weekly shift schedule and incident reports to the Moretele Local Municipality's Manager Security.
- Keep an updated daily register for visitors, and movement of Moretele local Municipality assets.

5. REQUIRED PERSONNEL

- The appointed service provider based on the rate provided to the Municipality will then be given a number of personnel needed for all municipal buildings.

6. GENERAL REQUIREMENTS

- All personnel provided by the Security Service Provider for this contract, must have undergone, and passed a security training course as prescribed under the PSIRA regulation 3(1-3) and be registered in terms of (Act 56 of 2001) section 20(1).
- Security personnel must always present an acceptable image and appearance which implies inter alia that they may not smoke, eat, drink or be under the influence of drugs, substances or alcohol while attending to their duties.
- They must be physically healthy and medically fit for the execution of their duties.
- The service provider or its security personnel will under no circumstance divulge, furnish or disclose any sensitive information concerning IUCMA or any other Stakeholders' activities to the public or news media.
- The security officers will at all times while on duty be dressed in a neat, clean and clearly identifiable uniform, which will include raincoats/ jackets to suit weather conditions.
- A clear identification card of the service provider or issued by PSIRA with the member's photo shall be worn conspicuously on his/her outer garment at all times.
- Security equipment aids (to be worn on the person at all times during guard duty) such as handcuffs.
- The Security Service Provider must ensure that the following security correspondence are available at the site where the security service is being rendered in terms of his contract: stationery (OB books, access and asset control registers).

7. PROJECT PERIOD

- The project will be executed over a period of thirty-six months effective from the date of the signing of the contract.

8. COMPULSORY ONLINE BRIEFING

The compulsory briefing will be conducted through the Online platform only. Eligible Bidders are required to register for the online compulsory briefing session on the link to be provided. No Bidder will be given access to the online briefing session, if they have not registered prior to the compulsory briefing session. Only registered Bidders will be provided with link for the online compulsory briefing session

9. SUBMISSION OF PROPOSALS

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time:

If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Moretele Local Municipality will not be

held responsible for any bid document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Physical Address:

Moretele Local Municipality
4065B Mathibestad

Postal Address:

Moretele Local Municipality
Private Bag X 367
MAKAPANSTAD
0404

Contact Person/s

Technical Enquiries	SCM Enquiries
Mr. S Mashigwana TEL.012 716 1300/1307/1374 EMAIL: stambo.mashigwana@moretele.gov.za	Mrs. M Phenya Tel: 012 716 1308/11 E-mail: modiegi.phenya@moretele.gov.za