



JOE MOROLONG LOCAL MUNICIPALITY

INVITATION TO BID (GENERAL GOODS AND SERVICES - FIRM PRICE)

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: B216-2023

RE-ADVERT: REQUEST FOR PROVISION OF SECURITY SERVICES (3 YEARS PERIOD)

Closing Date and Time: Wednesday, 07 June 2023 at 12h00

NAME OF BIDDER:		Bidder VAT registered? – (Please tick appropriate box)	
JOE MOROLONG LOCAL MUNICIPALITY SUPPLIER REGISTRATION NO:			Yes ☐
CENTRAL SUPPLIER DATABASE (CSD) SUPPLIER NO:			No ☐
TOTAL BID PRICE (INCL VAT): (Brought forward from Pricing Schedule MBD3)	R		

Please note that it is compulsory for all service providers to complete the above required information

Local Municipality physical address:
 D320 Cardington Road, Churchill Village
 KURUMAN
 8460

Local Municipality contact details:

Telephone no: (053) 773 9300

Fax no: (053) 773 9350

Local Municipality postal address:
 Private Bag X117
 MOTHIBISTAD
 8474

Bid contact details:

Corporate Services Director: Mr. T. Gopetse
 (053) 773 9300 / (082) 820 1559 /
 registry@joemorolong.gov.za

JOE MOROLONG LOCAL MUNICIPALITY

Bid no	Description
B216-2023	Re-Advert: Request for Provision of Security Services (3 Years Period)

SUMMARY FOR BID OPENING PURPOSES

Name of bidder:	
Address:	
Telephone number:	
Fax number:	
E-mail address:	
Closing date:	Wednesday, 07 June 2023 at 12h00
Total bid price: (VAT Incl.)	R

(Amount brought forward from the Pricing Schedule **MBD3**) *

Signed by an authorized representative of the Bidder:

Date	Signature

* Should any discrepancy occur between this figure and that stated in the Pricing Schedule (**MBD3**, the latter shall take precedence and apply).

BID GENERAL DATA

Item	Description
Bid no:	B216-2023
Bid Description:	Re-Advert: Request for Provision of Security Services (3 Years Period)
Bid type:	General goods and services - firm price
PPPFA preferential points system:	80/20
CIDB minimum grade required:	N/A
Functionality evaluation bid:	Minimum functionality score of 50.00/100.00 is required
Pre-qualifying criteria bid:	N/A
Local production bid:	N/A
Sub-contracting bid:	N/A
Project manager:	Corporate Services Director: Mr. T. Gopetse
Department:	Corporate Services
Advert date:	07 May 2023
Bid document fee (VAT Incl.):	R1 345.00
Bid document availability date and time:	Wednesday, 10 May 2023 at 08h00
Advert closing date and time:	Wednesday, 07 June 2023 at 12h00
Bid validity days:	90
Contact name and details:	Corporate Services Director: Mr. T. Gopetse at (053) 773 9300 / (082) 820 1559 / registry@joemorolong.gov.za
Bid document pickup location:	Cashiers office in the Finance Department
Bid document submission location:	Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village
Bid briefing details:	

FOR MORE INFORMATION PLEASE CONTACT:

Joe Morolong Local Municipality

**Telephone
number:**

(053) 773 9300

E-mail address:

registry@joemorolong.gov.za

Bid contact details

Name:

Corporate Services Director: Mr. T. Gopetse

Details:

(053) 773 9300 / (082) 820 1559 / registry@joemorolong.gov.za

Acting Municipal Manager

TJ Gopetse

Joe Morolong Local Municipality

Private Bag X117
MOTHIBISTAD
8474

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SECTION 01: VERY IMPORTANT NOTICE ON EVALUATION

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 47452, dated 04 November 2022, in terms of which provision is made for this policy..

1. If a valid **Tax Clearance Certificate** and **SARS PIN** (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. Pencil.
6. Non-attendance of mandatory/compulsory:
 - o Information/Clarification meetings
7. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF "AUTHORITY FOR SIGNATORY"**
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted (Section 04 or Section 05).
9. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
10. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or any other municipal entity, are in arrears for more than three months. The bidder has failed to submit paid up letters or proofs from their Municipalities that they do not owe any rates or taxes.
11. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a
Person -
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
12. Failure to provide:
 - (a) Written proof of registration with the CIDB, in an appropriate contractor grading designation **N/A or higher**, as required in the bid document.
13. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
14. If an Accredited Certified Copy or Original **BBBEE Certificate** by SANAS or IRBA accreditation has not been submitted with the bid document on closing date of the bid

N.B – Bids containing any or more of the following errors or omissions will be deemed non responsive:

1. Certified Copy of **Company Registration Certificate** from the Registrar of Companies.
2. Proof of shareholding documents
3. Proof of Banking Details and Bank Grading of C or higher. Certification from Bank to be submitted with Tender.
4. A Valid **Tax Clearance certificate** and **SARS PIN**. In the event of a JV, Tax Clearance and SARS PIN for all parties
5. An Accredited Certified Copy or Original **BBBEE Certificate** by SANAS or IRBA accreditation
6. Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months
7. Proof of company addresses or lease agreements whichever applies obtainable from your local municipality, tribal authority or landlord
8. Proof of residence of all Directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Postal address and contact details
10. Contact person for correspondence
11. Attendance of Clarification Meeting
12. Late Submissions after 12h00 on Wednesday, 07 June 2023
13. Written proof of Registration with the CIDB.
14. Valid JV Agreement if Tenderer is tendering as a Joint Venture.
15. In the case of a Joint Venture Agreement, it must be tender specific.
16. Changes and correction in the tender documents not signed by tenderer.
17. Certified copies of identity documents (ID's) of all directors/members.
18. No copies of the certified copies will be accepted
19. Proof of Company Registration on the Central Database (CSD) must be submitted. (Both JV Partners).

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.CLIENT, EMPLOYER, JOE MOROLONG LOCAL MUNICIPALITY.
- 2.BID, TENDER AND VARIATIONS THEREOFF
- 3.JOINT VENTURE / CONSORTIUM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 02 – BID DOCUMENT COMPLIANCE CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included:

Item	Description	Yes	No	N/A
01	Is your business registered as an accredited prospective Vendor with the Municipality?			
02	Is the bid document administration fee paid and a copy of the receipt attached to the bid document? (Including bid documents downloaded from the e-Tender Portal website)			
03	Did you initial every page of the bid document?			
04	Did you complete the bid document in black ink?			
05	Did you provide a copy of your company registration document?			
06	Did you provide a copy of the Tax Compliance Status reference PIN issued by SARS in order for the Municipality to verify the tax compliance?			
07	Did you provide certified copies of identity documents (IDs) for all directors / members?			
08	Did you provide an original and valid CIDB registration certificate or a certified copy thereof, if applicable.			
09	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?			
10	Did you provide a covering letter?			
11	Did you complete and sign the Bid Declaration Form?			
12	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed?			
13	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed?			
14	Is invitation to bid completed and signed? (MBD 1)			
15	Is the Declaration of Interest completed and signed? (MBD 4)			
16	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)			
17	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)			
18	Did you complete and sign the Previous Work Experience of a Similar Nature section?			
19	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2022 completed and signed? (MBD 6.1)			
20	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)			
21	Does the product / service offered conform to the Bid Specifications?			
22	Is Pricing Schedule completed? (MBD 3.1)			
23	Where applicable, is the Declaration for Procurement Above R10 million (all applicable taxes included) completed and signed? (MBD 5)			
24	Did you attach the annual financial statements as required in MBD 5?			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Description	Yes	No	N/A
	(For Procurements above R10 million)			
25	Are you registered on the Central Supplier Database (CSD) and have you furnished your supplier registration no?			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 03: BID DECLARATION

1. I/we Mr/Mrs/Messrs _____ duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the Joe Morolong Local Municipality on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.
2. I/we agree that this offer shall remain valid for a period of **90** days commencing from the closing date and time of this bid.
3. I/We further agree that:
 - 3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the in the Joe Morolong Local Municipality's Supply Chain Management Policy;
 - 3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Joe Morolong Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Joe Morolong Local Municipality and I/we will then pay to the Joe Morolong Local Municipality any additional expense incurred by the Joe Morolong Local Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Joe Morolong Local Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Joe Morolong Local Municipality may sustain by reason of my/our default;
 - 3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;
 - 3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

Full street address

4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

Names of bids involved

Name of Bidder	Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 04: RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the Joe Morolong Local Municipality in respect of the following project:

B216-2023 : Re-Advert: Request for Provision of Security Services (3 Years Period)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and who will
sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 05: RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the Joe Morolong Local Municipality in respect of the following project:

B216-2023 : Re-Advert: Request for Provision of Security Services (3 Years Period)

As a Consortium/Joint Venture comprising *(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

(Enterprise full Name and Registration Number)

(Enterprise full Name and Registration Number)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and who will
sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the Bid to the **Consortium/Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Joe Morolong Local Municipality in respect of the project described above under item 1.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the Joe Morolong Local Municipality in respect of the project under item 1:

Physical address

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 06: BID ADVERT



JOE MOROLONG LOCAL MUNICIPALITY

INVITATION FOR PROSPECTIVE BIDDERS

Prospective service providers with proven track records are invited to tender as follows:

Bid No.	Bid Description	CIDB Grading	Availability of Documents & Non-Refundable Fee	Briefing / Site Inspection Date Time and Venue	Closing date	Points System	Contact Person for Technical Enquiries
B216-2023	Re-Advert: Request for Provision of Security Services (3 Years Period)	N/A	10 May 2023 from 08h00 for R1 345.00	N/A	07 June 2023 at 12h00	80/20	Corporate Services Director: Mr. T. Gopetse at (053) 773 9300 / (082) 820 1559 / registry@joemorolong.gov.za

Minimum Specifications and other conditions are detailed in the bid documents. Bid documents with detailed bid specifications and detailed information are obtainable at the Cashiers office in the Finance Department (office hours: Monday to Friday 07h30 to 16h15) of the Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bids will be adjudicated according to the Joe Morolong Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022, as well as the Broad Based Black Economic Empowerment Act (Act 53 of 2003). The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for price and a maximum 20 points for achieving the specific BBBEE participation goals. A validity period of **90** calendar days is applicable for this bid. Sealed Bids and supporting documents clearly marked with the above reference and description must be placed in the Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village.

Please note that it is a requirement of the Local Municipality that all service providers are to be registered on the Joe Morolong Local Municipality's Vendor Database. The submission of a valid up to date SARS tax clearance certificate / copy of the Tax Compliance reference pin issued by SARS are compulsory. Vendor Registration Forms are available from the SCM Section in the Finance Department of the Local Municipality at D320 Cardington Road, Churchill Village.

In terms of MFMA Circular No 81, issued by National Treasury, it is compulsory as from 1 July 2016 for all prospective service providers to Local Municipalities to be registered on the web based **Central Supplier Database (CSD)**. Bids received from service providers not registered on the **CSD** shall therefore be regarded as non-responsive and will not be further evaluated. Prospective service providers can utilise the following link to register on the **CSD**:
www.csd.gov.za.

The Joe Morolong Local Municipality does not bind itself to accept the lowest or any bid and the 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.

Please note that late, electronic, couriered, postal or faxed bid documents will not be accepted.

TJ Gopetse

Acting Municipal Manager

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 07: BID NOTICE



JOE MOROLONG LOCAL MUNICIPALITY

TENDER NO: B216-2023

Joe Morolong Local Municipality hereby invites registered, experienced and suitably qualified service providers to submit bids for Re-Advert: Request for Provision of Security Services (3 Years Period).

The bid document with detailed specifications and detailed information are obtainable at the Cashiers office in the Finance Department during office hours (Monday to Friday 07h30 to 16h15) and e-Tender Portal www.etender.gov.za from 08h00 on Wednesday, 10 May 2023.

Bid briefing details:

N/A

Tender closing:

Wednesday, 07 June 2023

Time:

12h00

A non- refundable cash deposit fee of R1 345.00 is required on collection of the bid document and for bid documents downloaded from the e-Tender Portal

General Conditions of the bid

1. The prices must be valid for at least 90 days after closing date
2. Proof of payment must be attached to the Bid document (including bid documents downloaded from the e-Tender Portal website)
3. Bid prices must be inclusive of VAT
4. A copy of the Tax Compliance Status reference PIN issued by SARS, to enable the municipality to verify the bidder's tax compliance must be supplied
5. A certified copy of a B-BBEE Level Verification Certificate (only SANAS accredited or Sworn Affidavit will be accepted)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The 80/20 principle will be applied, in terms of the Supply Chain Management Policy of Council when bids are evaluated which is available upon request
7. The bidders are required to complete MBD forms (in case of Joint Venture agreement for both companies needs to complete MBD forms separately)
8. The Joe Morolong Local Municipality does not bind itself to accept the lowest or any bid and the municipality reserves the right to accept the whole or part of any bid. No reasons for the acceptance or rejection of any bid will be given
9. Bids will be adjudicated according to the Joe Morolong Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act of 2005) and the Preferential Procurement Regulations, 2022, as well as the Broad Base Black Economic Empowerment Act (Act 53 of 2003)
10. A copy of the company registration certificate (CK) obtainable from the Companies and Intellectual Property Commission must be attached
11. Proof of Rates and Taxes or lease agreement obtainable from the relevant local authority for each Director/s of the Company as they appear on the Companies and Intellectual Property Commission(CIPC) registration certificate and Central Suppliers Database summary report (CSD)
12. If the business is operated from the residence of a director/s a certified affidavit must be submitted stating the address of the business premises. If the premises from where business is conducted or where a director is residing, is leased a copy of the leased agreement must be submitted
13. Certified copies of identity documents (IDs) of all directors / members must be submitted
14. No Copies of certified copies will be accepted
15. In case of a Joint venture agreement, the agreement must be specific to this bid and not a generic / general agreement
16. Recognisable proof of company addresses or lease agreement whichever applies obtainable from your local municipality, tribal office or landlord
17. Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority

The Bid document and supporting documentation must be enclosed in an envelope clearly endorsed with the Bid number and Description (**B216-2023 - Re-Advert: Request for Provision of Security Services (3 Years Period)**). The Bid document is to be placed in Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village not later than the prescribed time and date when Bids will be opened in public. The Bid will be evaluated and adjudicated in accordance with the Joe Morolong Local Municipality's Supply Chain Management Policy, Preferential Procurement Policy Framework Act No 5 of 2000 using 80/20 points system. The validity period of this Bid is 90 days.

NOTE:

- The Municipality is not bound to accept the lowest or any bid and reserve its rights in this regard
- Please note that late, electronic, couriered, posted or faxed Bid documents will not be accepted

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 08: INVITATION TO BID (MBD1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOE MOROLONG LOCAL MUNICIPALITY					
BID NUMBER:	B216-2023	CLOSING DATE:	07 June 2023	CLOSING TIME:	12h00
DESCRIPTION	Re-Advert: Request for Provision of Security Services (3 Years Period)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

Bids must be properly received and deposited in the Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village on or before 12h00 on Wednesday, 07 June 2023 at which time the bids will be opened in public. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number (B216-2023) and bid description (Re-Advert: Request for Provision of Security Services (3 Years Period)). No bid offers will be accepted via e-mail, facsimile (fax) or telegram. NO LATE BIDS WILL BE ACCEPTED.

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:			CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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					

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Corporate Services Director: Mr. T. Gopetse
CONTACT PERSON	SCM Manager	TELEPHONE NUMBER	(053) 773 9300 / (082) 820 1559 / registry@joemorolong.gov.za
TELEPHONE NUMBER	(053) 773 9300	FACSIMILE NUMBER	(053) 773 9350
FACSIMILE NUMBER	(053) 773 9350	E-MAIL ADDRESS	registry@joemorolong.gov.za
E-MAIL ADDRESS	scm@joemorolong.gov.za		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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, 2022, 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:

Contractor

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Employer

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SECTION 09: BID EVALUATION CRITERIA

1. Bid to be evaluated on Functionality (Regulation 5 of the Preferential Procurement Regulations 2017)

This bid will be evaluated on functionality in terms of section 5 of the Preferential Procurement Regulations (2017). The evaluation criteria for measuring functionality is objective. The minimum qualifying score for functionality on this bid is 50.00/100.00. A bid that fails to obtain the minimum qualifying score for functionality will be regarded as non-responsive. All bids that obtain the minimum qualifying score for functionality shall be evaluated further in terms of price and the preference point system. The evaluation criteria for measuring functionality and the points for each criteria and each sub-criterion are listed below:

No	Functionality criteria	Sub score weight	Main score weight	Reference
01	Similar experience with references (letter from the previous employer in the official letterhead and duration of the contract)		20.00	
01.01	Three References	20.00		
01.02	Two References	15.00		
01.03	One Reference	10.00		
02	Vehicles registered in the name of the owner or company (NB: Attach registration certificates)		15.00	
02.01	More than ten vehicles	15.00		
02.02	More than five vehicles	10.00		
02.03	Below five vehicles	0.00		
03	Bank rating / Bank letter in the name of the bidding company		10.00	
03.01	Bank rating A & B	10.00		
03.02	Bank rating C	7.00		
03.03	Bank rating below C	5.00		
04	Communication Radios		10.00	
04.01	At least five (5) communication radios	10.00		
04.02	Less than five (5) radios	0.00		
05	Visitors and Vehicle Authentication Access control System		25.00	
05.01	Visitors and Vehicle Authentication Access control System available for bid	25.00		
05.02	Visitors and Vehicle Authentication Access control System not available for bid	0.00		
06	Torches		5.00	
06.01	At least 17 Torches	5.00		
06.02	Less than 17 torches	0.00		
07	Batons		5.00	
07.01	At least 26 Batons	5.00		
07.02	Less than 26 batons	0.00		
08	Handcuffs		5.00	
08.01	At least 26 Handcuffs	5.00		
08.02	Less than 26 handcuffs	0.00		
09	Hand held metal detector scanners		5.00	
09.01	At least 9 Hand held metal detector scanners	5.00		
09.02	Less than 9 Hand held metal detector scanners	0.00		

Contractor

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No	Functionality criteria	Sub score weight	Main score weight	Reference
TOTAL SCORE			100.00	

2. Preference points system for acquisition of goods or services (Regulation 6 of the Preferential Procurement Regulations 2017)

The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for price and a maximum 20 points for achieving the specific BBBEE participation goals

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION 10: BID SPECIFICATION DOCUMENTATION

BACKGROUND

Joe Morolong Local Municipality invites proposals from potential service providers for rendering of security services to Joe Morolong Local Municipal assets for a period of 36 months (3 years). The relevant grading for this project is **GRADE C** of security personnel.

SCOPE OF WORK

1. The scope of work for this project is rendering of security services to the Municipal assets includes the following primary duties:
 - a. 24 hours guarding and protection of all municipal property assets, personnel and visitors.
2. The purpose of access control is to prevent the unauthorized access and egress of person/vehicles and the bringing in of any dangerous objects onto the Joe Morolong Local Municipality premises in order to ensure the safety and security of persons, the property, assets and buildings
3. The Security service provider must provide the security personnel registered with PSIRA as required for the successful rendering of service, as follows: i) Security Officer, Grade B – Site Area Manager
4. Security Officer, Grade C – the security officers who shall execute the access control Security services at the Joe Morolong Local Municipality and its peripheral Premises.
5. Assist the Mayor, Councillors, including Staff, visitors and clients in the handling of emergencies and evacuate persons from the premises to safety. To prevent illegal occupation and vandalism of the Joe Morolong Local Municipality premises.
6. During patrols the security officers must take notice of any irregularities (such as unauthorised persons trying to obtain access and/or persons trying to or already committing theft, vandalism or any other crime) refer Criminal Procedure Act, 51 of 1977, make an entry in the occurrence book and report it to his/her supervisor for further handling, or call for further assistance by way of telephone, radio or other suitable supplied communication device.

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7. Security breaches must be noted in the occurrence book and reported to the Sites Supervisor.
8. All incidents must be reported to Municipal Corporate Service Manager and/or his/her duly authorised representative
9. Patrolling services – inspection rounds and patrols
10. Manning of access control on entrances and exit points
11. Screening by determining if a person is a legitimate visitor and if his/her reason for visiting the premises is a valid one. During the process, you must establish the authenticity of a person's identification document (ID).
12. Bidders are expected to provide an overview of their companies . the said overview must be in a form of a company profile which must clearly indicate the capacity of the company to execute security services
13. The municipality reserves the rights to interview bidders before or after bids are awarded in order to discuss methods and approaches of offering security services

Two Way Radio Patrol System

- a) Two way radio communication with monitoring system with GSM Network and GPS with unlimited coverage (4 at main office site and 2 for all other sites)
- b) Two way radio system must be ICASA approved (Must Submit ICASA Certified License from suppliers)

Visitors and Vehicle Authentication Access control System

- a) The system must be able to scan and store drivers license, vehicle disks and RSA ID's details
- b) If the visitors or driver of the vehicle does not have any form of identification, the system must be able to photograph, take home/cell number of visitors as well as the photograph of the vehicle registration number, model and vin number, make and colour of the vehicle.
- c) System must be able to draw daily, weekly and monthly access reports of visitors and vehicles.

Contractor
Witness 2

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NUMBER OF GUARDS AND GRADING REQUIRED PER SITE:

SITES	GRADING	NO. OF PERSONNEL	
		DAY	NIGHT
1. MAIN OFFICE			
• Head Office (Churchill Office)	Grade C	3	5
• Traffic & Licensing Office	Grade C	1	2
2. VANZYLUS			
• Office	Grade C	1	2
• Landfill Site	Grade C	1	2
3. HOTAZEL			
• Office	Grade C	1	2
4. HEUNINGVLEI			
• Office	Grade C	1	2
5. GLEN RED			
• Landfill Site	Grade C	1	2
Total no of guards		9	17 = 26 Officer in Total

Contractor
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SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL REQUIREMENTS PERTAINING TO AREA MANAGER AND SECURITY OFFICERS

- 1.1. Area Manager and security officers must have undergone and passed formal security training as per PSIRA and SASSETA requirements.
- 1.2. At all times Area Manager and security officers must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending people.
- 1.3. Area Manager and security officers must at all-times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staffed etc or discourteous behaviour towards them.
- 1.4. Area Manager and security officers must be physically healthy and medically fit for the execution of their duties.
- 1.5. Area Manager and security officers must be registered as per PSIRA requirements.
- 1.6. Area Manager and security officers must sign an undertaking in which they declare that they will refrain from any act or omission which may be to the detriment of the Municipality.
- 1.7. Area Manager and security officers are prohibited from reading municipal documents or records except when in line of duty.

2. SERVICE AND SECURITY AIDS TO BE IN THE POSSESSION OF THE OFFICERS AT ALL TIMES WHILE ON DUTY

- 2.1A neat and clearly identifiable uniform, which will include matching raincoats and overcoats.

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2.2A clear identification card of the Security Service Provider with security officer's photo, name and PSIRA number on it, and should be worn on his/her person at all times whilst on duty.

2.3 Service and security aids are to be in the possession of the officers at all times while on during duty, such as:

- 2.3.1 Pocket Book
- 2.3.2 Pen (Black and Red)
- 2.3.3 Radio (where applicable)
- 2.3.4 Fire arm and handcuffs (where applicable)
- 2.3.5 Hand held scanners (where applicable)
- 2.3.6 Batons, torches, hand cuffs and hand-held metal dictator scanners (where applicable)

2.4 The Security Service Provider must ensure that serviceable and service security aids are available at all times at each site where he/she renders a security services in terms of this contract.

2.5 The Security Service Provider must have a well-established and equipped (24) hour operational security control room.

NB. FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS MAY RESULT IN THE TERMINATION OF THE CONTRACT.

3. SECURITY SERVICE PROVIDERS RESPONSIBILITIES

3.1 Oversees all security activities performed by security personnel.

3.2 Handles all problems experienced by security personnel on site.

3.3 Attends to and resolve all problems regarding the administration and human resources of security officers such as payment problems, social difficulties, challenges etc.

3.4 Ensures that there is always adequate serviceable security equipment required on site according to the specification.

3.5 Be involved in any security operational projects and manage special events from Security Service Provider's responsibility sphere.

3.6 Ensure that Security Officers are given continuous training.

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- 3.7 Liaises with the Corporate Services Director and/or his/her duly authorized representatives.
- 3.8 Shortage of security officers should be recorded in the occurrence book by the supervisor and the Director Corporate Services and/or his/her duly authorized representative informed thereof. Any shortage of security officers will not be acceptable for two or more consecutive days.
- 3.9 Ensure that Security Service Provider's security staff is familiar and knowledgeable on how to handle emergency situations.
- 3.10 Ensures that registers are clean, neat, legible and updated at all times.
- 3.11 No information concerning Municipal activities may be furnished to the public or news media by the Security Service Provider and his/her employees.
- 3.12 Holds,
- 3.12.1 Weekly meeting with his/her Area Manager
- 3.12.2 Fortnightly meetings with Area Manager and company directors
- 3.12.3 Monthly meetings with Security personnel
- 3.12.4 Quarterly meetings with Security Management and Municipal Technical Director
- 3.13 Ensures that all security staff understands the needs and expectation of the secondary clients (e.g. Visitors) and primary clients (e.g. employees) of the Municipality.
- 3.14 Ensure that all security staff understands the principle of Batho Pele and apply it throughout.
- 3.15 The security Service Provider must provide adequate security personnel as required by the Municipality for the successful rendering of security services on a 24 hours basis throughout the contract.
- 3.16 Ensure that security personnel present themselves well to the members and to the public and cooperate with the Municipality permanent security staff.
- 3.17 The Security Service Provider will be held liable for any damages or loss suffered by the Municipality, as a result of the Security Service Provider's own and/or his/her employees' negligence or intent, which originated on the sites.

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- 3.18 The Municipality shall not be liable for any loss or damage of any nature to any of the Security Service Provider's properties or any items kept at the Joe Morolong Local Municipality and peripheral offices, even in cases where the loss originated as a result of negligence or intent on the part of the Municipality.
- 3.19 The Municipality is indemnified against any loss, expenses or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and Municipality costs, that may be instituted against or incurred by the Security Service Provider, and which arise from or are the result of any act or connection with the execution of the services in terms of this contract which may result in the following cases:
- 3.19.1 Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
- 3.19.2 Damages to or destruction of any equipment or property of the Security Service Provider during the execution on their duties.
- 3.19.3 Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include:
- 3.19.3.1 Illicit frisking, arrests and other illicit or wrongful deeds. The Security Service Provider shall be notified in writing of the particulars of each claim he is liable for.
- 3.20 The Security Service Provider must, at their own expense, take out sufficient public liability insurance cover of no less than R5million against any claims, costs, loss and / or damage ensuing from the obligations and he/she must ensure that such insurance remains operative for the duration of this contract.
- 3.21 A copy of such insurance contract shall be handed to the municipal representative fourteen (14) days prior to the commencement of the service, failure to provide such may lead to summarily termination of the contract.
- 3.22 The Security Service Provider may not, unless otherwise specified, make use of any of the Municipal's equipment, aids and

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/or property, for purposes of compliance with the conditions of this contract.

3.23 The Security Service Provider is responsible for the training of his/her personnel at the sites in respect of the application of the specification with regard to the job requirements and the emergency plan applicable for the specific sites.

3.24 The Security Service Provider's personnel must at all times refrain from littering and must at all times keep the grounds occupied by them clean, hygienic and neat. The Security Service Provider shall, at the end of each shift, remove any litter caused by security officers.

3.25 Under no circumstances are security personnel allowed to carry on any trading within the Joe Morolong Local Municipality sites.

3.26 The Security service Provider shall not erect or display any sign, printed matter, paintings, nameplates, advertisement, articles or objects of any nature whatsoever, in, or against Joe Morolong Local Municipality buildings or any part thereof without written consent from the Municipality.

3.27 Any sign, printed matter, printing, nameplate, advertisement, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed by the Municipality and the Security Service Provider shall be penalized.

4. SECURITY OFFICERS RESPONSIBILITIES

4.1 Practice access control procedure in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).

4.2 The Security Officers shall be responsible for the protection of Mayor, Councillors, Staff, clients and property on site, and the protection of the said property against theft, fire, including

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offences referred to in schedule of the CPA, (Act 51 of 1977) and vandalism.

- 4.3 Protect Municipal information against any espionage and/or leakage thereof.
- 4.4 Controlling or reporting on the movement of persons or vehicles through checkpoints and/or gates.
- 4.5 Conduct searches on the receipt or bringing in of goods into the premises and to require removal permits to verify authorization in this regard.
- 4.6 Patrol the premises of the Municipality.
- 4.7 Respond to emergency situations.
- 4.8 Ensure that security registers are up to date and kept legible and neat at all times.
- 4.9 Escort employees who carry/transport valuable assets within the municipal premises and also be expected to escort visitors to their various destination within the municipal premises.
- 4.10 Security Officers are prohibited to read any newspapers any private or any official documents not directly related to the execution of their duties.
- 4.11 Security Officers found guilty of any offence shall be removed by the Security Service Provider from the applicable site immediately and be replaced by a competent and suitable security officer. The Municipality reserves the right to request the immediate removal of security officers who neglects their duties.
- 4.12 Security Officers should avoid any conflict with staff members or members of the public.
- 4.13 Security Officers shall report any lost and found articles and goods to the Director Corporate Services and/or his/her duly authorized representative.
- 4.14 Security Officers who are under the influence of any intoxicating substance must not be allowed on site.

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- 4.15 Act as an emergency officer during emergency situations until the arrival of Municipal security personnel and/or representatives.

5. RIGHT AND OBLIGATION

- 5.1 In order to safeguard the premises and/or vehicles and the contents thereof as well as the people therein or thereon the Security Service Provider must do this by the application of the Control of Access to Public Premises and Vehicles Act 53 of 1985.
- 5.2. Whilst conducting access the employees of the security service provider must ensure that:
- a) No property of the Municipality is removed from the premises without a proper letter of authorization (Removal Permit) issued and signed by a person duly authorized by the Municipality.
 - b) No official vehicle (or rented vehicle) of the Municipality may be removed from the premises without a properly signed and completed Vehicle Removal Register by the driver of such vehicle.
 - c) All dangerous weapons. E.g. Fire arms (brought in the premises) must be declared and handed in for safekeeping (as a condition for entrance) at security against signature.
 - d) No staff member and/or visitor enter the premises after hours without proper permission by the Municipality Security Policy and/or the Corporate Services Director and/or his/her duly authorized representative.
- 5.3. Change of Duty list: Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book (These duty lists must be supplied by the Security Service Provider)
- 5.4. Duty Sheet (Job Descriptions)
Purpose: The security service provider must draft and issue job descriptions to all his/her security officers. The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

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- 5.5. The Security Service Provider must have available at the site a comprehensive duty sheet per duty or shift in accordance with this Contract.
- 5.6. Such duty sheets must be updated by the Security Service Provider if and when any changes to the duties of security officers occur in consultation with the Director Corporate Services

NOTE: The Security Service Provider must hand over all completed admission, control registers and forms to the Director Corporate Services.

6. PROVISION OF SERVICES IN CRISIS SITUATIONS

- 6.1 Service Provider must, in consultation with the Director Corporate Services undertakes to provide certain and reasonable number of security officers as required for the rendering of service at the sites during crisis situations.

7. THE TRAINING OF SECURITY OFFICIALS

- 7.1 All security officers and Area Manager should be trained in all aspects to effectively execute their duties at the Municipality's premises.
- 7.2 Annual refresher training should be provided to all security officers and Area Manager, and a training report in this regard must be provided to the Municipality.
- 7.3 Training Programme: All training programme such as initial training, refresher training, and emergency training programmes etc should be accredited with regard to the sectoral requirements and any other applicable acts and requirements in this regard. The cost will be for the Security Service Provider's account.

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Witness 1

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8. SUPERVISORY VISITS, INSPECTIONS AND MEETINGS

- 8.1 All Area Managers should be an appointed person(s) who perform such duties as stipulated in clause three (03) of the special conditions of contract.
- 8.2 Area Manager should visit the site at least once a day and twice after hours, preferable one visit before midnight and one visit after midnight at both premises (during which the occurrence book and posting sheets etc must be signed indicating date and time of visits)
- 8.3 Formal meetings will take place with the Director Corporate Services and/or his/her duly authorized representative during which minutes will be taken.
- 8.4 The security service provider must submit a monthly report of security service which includes incidents, corrective action taken etc, to the Director Corporate Services and/or his/her duly authorized representative.
- 8.5 A thorough inspection of the service shall be performed by the security service provider and the Director Corporate Services and/or his/her duly representative at least three (3) months and the Security Service Provider must rectify any shortcomings which are pointed out by the Director Corporate Services and/or his/her duly authorized representative.
- 8.6 The Municipality retains the right to inspect and monitor the service rendered by the service provider at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.
- 8.7 The service provider must immediately report any incident to the Director Corporate Services and/or his/her duly authorized representative.

9. REPLACEMENT OF CONTRACT SECURITY SERVICE PERSONNEL

- 9.1 The Municipality reserve the right to require from the Security Service Provider that any of his/her employees be replaced, in

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which case the employee must leave the site forthwith. The Municipality will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

- 9.2 The Director Corporate Services and/or his/her duly authorized representative need to be informed of any replacements (security officers/Area Manager) that are made on sites.

10. DURATION OF THE CONTRACT

- 10.1 The contract will be effective for a period of 3 (three) years (36 months) from the date of appointment.

NB. FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS MAY RESULT IN THE TERMINATION OF THE CONTRACT.

11. REMUNERATION OF THE SECURITY SERVICE PROVIDER

- 11.1 All fees claims applicable for the undertaking of this work are to be addressed to the municipal manager. Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider, with the exception of any price adjustments as stipulated by private security regulatory authority as per government gazette.
- 11.2 The original copies of the monthly fee claims together with tax invoices are to be delivered to Joe Morolong Local Municipality no later than the 27th day of each month.
- 11.3 The Municipality shall transfer the funds due and payable to the Service Provider electronically or otherwise to the Service Provider within 30 (thirty) calendar days after submission of acceptable tax invoices.

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Employer

Witness 1

12. PENALTIES

- 12.1 In the event of security personnel not being posted or being absent from their point of duty after being posted or found sleeping on duty or for any other matter as indicated below, the following penalties shall apply and shall be deducted by the Municipality from the Security Service Provider:

NO	PROBLEM	PENALTY
1.	Late posting of security officers	Applicable shift rate per hour times the number of hours/minutes security officer posted late
2.	Short posting of security officers	Application shift rate times the number of security officers absent
3.	No posting of security officers	Material breach of this contract, therefore clause 18 of this contract may apply
4	Security officer sleeping on duty	Applicable shift rate times the number of security officers sleeping on duty
5	Security officer under the influence of liquor/drug	Applicable shift rate times the number of security officers under the influence of liquor/drug
6	No communication equipment on sites	Applicable shift rate times two. Also written warning- thereafter termination of contract may be considered.
7	Losses to the Municipality (preventatives)	Service provider to reimburse the value of loss and one written warning. If same type of incident re-occurs, termination of contract may be considered

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NO	PROBLEM	PENALTY
8	Non-attendance of monthly meetings	Written warning times three-thereafter termination of contract may be considered.
9	Non submission of monthly reports and supporting documentation	Applicable shift rate times one and a written warning.
10	No shift supervisory service	Applicable shift rate times one provided
11	No occurrence book	Applicable shift rate times two
12	No occurrence book entries made	Applicable shift rate times one
13	Incorrect occurrence book entries.	Applicable shift rate times two
14	Failure to report an incident	Applicable shift rate times two
15	Post desertion/absconding	Applicable shift rate times the number of security officers affected
16	Security officer without pocket book	50% of applicable shift rate per hour times the number of security officers affected.
17	Posting of guards not registered with PSIRA	Applicable shift rate times two. Material breach of contract and clause 18 may apply

LIST OF RETURNABLE DOCUMENTS

1. CSD Registration Summary Report with Tax Complaint Status
2. Company registration certificate
3. Certified copy of ID of director/ directors of the company
4. Original valid B-BBEE certificate or certified copy
5. Grade A or B for the Owner of the Company

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Witness 2

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6. Valid certified of PSIRA registration of the owner
7. Valid certified of PSIRA registration of the Company
8. Letter of good standing from PSIRA not older than 1 month(1 month from the closure of the bid)
9. Valid, certified COIDA Certificate
10. Certified copy of Unemployment Insurance Certificate

NB:

- 1) Joint Ventures must submit VAT Registration certificate of the joint venture after the award
- 2) Certified copies must have a date of certification and should be not older than (6) six months(should the copy not have the date of certification the tender will be regarded as non-responsive)
- 3) Only original stamp and signature will be accepted.
- 4) Copy of a certified document will be considered non-responsive
- 5) Recent Statement of Municipal rates and taxes or municipal service charges of every director Listed on the C.K Document not older than three months from the date
- 6) Recent Statement of Municipal rates and taxes or municipal service charges of the Company (Bidder) not older than three months from the date issued and not owing more than three months (90 Days)
- 7) Should a Company (Bidder) Lease a property, the lease agreement will replace the requirement on (h).
- 8) Should Directors be residing in rural areas, Letter from Tribal Authority confirming your stay in that Area
- 9) Should the Director not be responsible for rates and taxes but residing in an area where there is Municipal Services offered, the director should submit the Original Affidavit from South African Police Service Confirming as such.

Contractor
Witness 2

Witness 1

Witness 2

Employer

Witness 1

- 10) Should the Company (Bidder) be operating from the Same Address as the Director, An affidavit confirming such should be submitted.

BID REQUIREMENTS

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

Contractor
Witness 2

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SECTION 11: PRICING SCHEDULE (MBD3.1)

GENERAL GOODS AND SERVICES - FIRM PRICE

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

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

Name of Bidder

Bid number: **B216-2023**
Closing day and time: **Wednesday, 07 June 2023 at 12h00**
Bid description: **Re-Advert: Request for Provision of Security Services (3 Years Period)**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. BILL OF QUANTITIES

Item no	Quantity (Guards)	Sites / Venues required	PSIRA rate per month per guard (VAT Excl.) R	Mark-up %	Bid price per month (Quantity x PSIRA rate + Mark-up) (VAT Excl.) R		Bid price for Year 1 (Bid price per month x 12) (VAT Excl.) R	Year 2 Escalation %	Year 3 Escalation %
1		Head Office (Churchill Office)							
1.1	3	Day shift	R	%	R	X 12	R	%	%
1.2	5	Night shift	R	%	R	X 12	R	%	%
2		Traffic and Licensing							
2.1	1	Day shift	R	%	R	X 12	R	%	%
2.2	2	Night shift	R	%	R	X 12	R	%	%
3		Vanzylsrus Office							
3.1	1	Day shift	R	%	R	X 12	R	%	%
3.2	2	Night shift	R	%	R	X 12	R	%	%
4		Vanzylsrus Landfill Site							
4.1	1	Day shift	R	%	R	X 12	R	%	%
4.2	2	Night shift	R	%	R	X 12	R	%	%
5		Hotazel Office							
5.1	1	Day shift	R	%	R	X 12	R	%	%
5.2	2	Night shift	R	%	R	X 12	R	%	%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item no	Quantity (Guards)	Sites / Venues required	PSIRA rate per month per guard) (VAT Excl.) R	Mark-up %	Bid price per month (Quantity x PSIRA rate + Mark-up) (VAT Excl.) R		Bid price for Year 1 (Bid price per month x 12) (VAT Excl.) R	Year 2 Escalation %	Year 3 Escalation %
6		Heuningvlei Office							
6.1	1	Day shift	R	%	R	X 12	R	%	%
6.2	2	Night shift	R	%	R	X 12	R	%	%
7		Glen Red Landfill Site							
7.1	1	Day shift	R	%	R	X 12	R	%	%
7.2	2	Night shift	R	%	R	X 12	R	%	%
8		Supervisor							
8.1	1	Supervisor	R	%	R	X 12	R	%	%
9		Visitor and Vehicle Control System							
9.1	1	Visitor and Vehicle Control System			R	X 12	R	%	%
10		Two way Communication with Monitoring System Approved by ICASA							
10.1	1	Two way Communication with Monitoring System Approved by ICASA			R	X 12	R	%	%
		TOTAL BID PRICE (EXCL VAT)					R	%	%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PLEASE TAKE NOTE:

- 1) Bidders must bid for all the sites, failure to do so will result in the bidder being regarded as non-responsive.**
- 2) Mark-up stays the same until the end of the contract.**
- 3) Price must be in line with PSIRA rate, failure to do so will result in the bidder being regarded as non-responsive.**
- 4) Bid pricing lower than PSIRA rates will lead to automatic disqualification of the bidder.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. PRICING SCHEDULE / SUMMARIZED BILL OF QUANTITIES

Description	Bid price R
Total bid price brought forward from bill of quantities above (Excluding VAT)	
- Year 1	R
- Year 2 (Year 1 + Escalation _____ %)	R
- Year 3 (Year 2 + Escalation _____ %)	R
Total bid price (Excluding VAT)	R
Other costs (State nature) (Excluding VAT)	
1)	R
2)	R
3)	R
TOTAL BID PRICE (Excluding VAT)	R
VAT (15%)	R
TOTAL BID PRICE (Including VAT) (Carry forward to front cover of this bid document)	R

3. RATES ONLY PORTION (AS-AND-WHEN REQUIRED IN CASE OF EMERGENCY)

Quantity	Description	Rate per day (VAT Excl.) R	Bid price Year 1 (Quantity x Rate per day) R	Year 2 Escalation %	Year 3 Escalation %
10	Bouncers per day	R	R	%	%
	VAT		R		
	TOTAL RATES ONLY PRICE (Including VAT)		R		

PLEASE TAKE NOTE:

- 1) Bouncers are as-and-when required in case of emergency

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Required by:

At:

Does offer comply with the specifications?

*YES / NO

* Delete if not applicable

If not to specification, indicate deviation(s):

.....

Period required for delivery: *Delivery: Firm / Not firm

* Delete if not applicable

Delivery basis:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 12: PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Proof (e.g. Appointment letters, etc.) to be attached.

Representatives of the Joe Morolong Local Municipality are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

Signature:		Date:	
Position:		Name of Bidder:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 13: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.....
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars.....
.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED

FULL 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:	

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

SECTION 14: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)

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
* Delete if not applicable
 - 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.
.....
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
* Delete if not applicable
 - 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.
 - 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
* Delete if not applicable
 - 3.1.1 If yes, furnish particulars
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
* Delete if not applicable
 - 4.1 If yes, furnish particulars
.....
.....
.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATION**I, THE UNDERSIGNED (NAME)**

FULL NAME

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

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

Signature:		Date:	
Position:		Name of Bidder:	

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 all bids:

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS (20)	
• B-BBEE status level of Contributor	10
• Locality	10
Total points for Price and Specific Goals must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

Table 1: Specific goals for the bid 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 bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
1. B-BBEE Status Level of Contributor	N/A	10	N/A	
2. Locality	N/A	10	N/A	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.3 SPECIFIC GOALS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:

4.3.1 NOTE 1 – B-BBEE STATUS LEVEL OF CONTRIBUTOR

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of BBEE/Certified Sworn Affidavit and ID Copy of business Owner (s) contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 1) is not an eliminating factor BUT zero point will be scored.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

4.3.2 NOTE: 2 – LOCALITY

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of Updated record of Rates and Taxes, Lease Agreement, Affidavit and Tribal Authority Letter and Ownership Information contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 2) is not an eliminating factor BUT zero point will be scored

Category	Specific Goals Points
1. Enterprises located within the Joe Morolong Local Municipality	10
2. Enterprises located within the John Taolo Gaetsewe District Municipality	8
3. Enterprises located within the Northern Cape Province	2

5. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

6.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.
2.

 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 16: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD6.2)

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible at no cost on:

http://www.thdti.gov.za/industrial_development/ip.jsp

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is / are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Does any portion of the goods or services offered have any imported content?
(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Acting Municipal Manager provide directives in this regard.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER / PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO: B216-2023

ISSUED BY: #EntityNameUC#

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,

FULL NAMES

--

do hereby declare, in my capacity as:

CAPACITY

--

of

NAME OF BIDDER ENTITY

--

, the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

in terms of SATS 1286:2011; and

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 17: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

1. This serves as a declaration 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.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector 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).
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
3.1.1	If so, furnish particulars:		
3.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
3.2.1	If so, furnish particulars:		
3.3	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 ☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.3.1	If so, furnish particulars:		
3.4	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 ☐
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality 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 ☐
3.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED

FULL NAME

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 18: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)

- 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.
- 2 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.
- 3 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

B216-2023 : Re-Advert: Request for Provision of Security Services (3 Years Period)

in response to the invitation for the bid made by:

JOE MOROLONG LOCAL 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)

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature:		Date:	
Position:		Name of Bidder:	

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ANNEXURE A: GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (JULY 2010)

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE NATIONAL TREASURY Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

General Conditions of Contract

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.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "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, 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 consignees 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 goods are so delivered and a valid receipt is obtained.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 goods 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.

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 ancillary 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, services or works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished 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 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.

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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7.2 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.

7.3 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) 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
- (b) a cashier's or certified cheque.

7.4 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.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.6 Goods 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 goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 of GCC.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Packing

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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) 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
- (e) 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.

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, 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) 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;
- (b) in the event of termination of production of the spare parts:
- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) 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.

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 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, the purchaser may proceed to take 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.

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.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the 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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 for default

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

- (a) 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;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 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.

23.3 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.

23.4 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 supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) 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.

Contractor

Witness 1

Witness 2

Employer

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. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a 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 anti-dumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 may be due to him.

25. Force Majeure

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

26.1 The purchaser may at any time terminate the contract by giving written 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.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) 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
- (b) 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 language

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

30. Applicable law

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

31. 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 duties

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 SARS must have certified that the tax matters of the preferred bidder are in order.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement 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.

35.2 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 section 59 of the Competition Act No 89 Of 1998.

35.3 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2