



ABAQULUSI LOCAL MUNICIPALITY

TENDER DOCUMENT

**TENDER NAME : PROVISION OF SPECIALIZED AUXILARY SECURITY AND
RAPID RESPONSE SERVICES TO ABAQULUSI
MUNICIPALITY SOUTHERN REGION FOR A PERIOD OF
36 MONTHS.**

TENDER NO : 8/2/1/536

NAME OF TENDERER : _____
TELEPHONE NUMBER : _____
E-MAIL : _____
PHYSICAL ADDRESS : _____

TENDER SUM (INCL. VAT) : _____

TENDER CLOSES AT 12:00 ON 22 NOVEMBER 2024



EMPLOYER
ABAQULUSI MUNICIPALITY
PO Box 57
VRYHEID
3100

Contact Details:
Tell: (034) 982 2133

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TO ABAQULUSI MUNICIPALITY SOUTHER REGION FOR A PERIOD OF 36 MONTHS.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Bidder submitting the tender:

Tender amount (as stated in the Form of Offer): R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: (Weeks)

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered (weeks)

Details of contact person:

Name (Print):

Telephone No: Fax No:

E-mail address:.....

Cell No. :

Is Form of Offer signed by Tenderer and Witnesses? (Yes/No)

SIGNATURE:
(of person authorised to sign the tender)

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

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The Tenderer is to indicate in the check-boxes provided that he has completed the required section of the tender document. Completion of this check-list will assist the Tenderer in ensuring that he has attended to all the required items for submission with this Tender.

Page	Description		Completed		For Office Use		
			Yes	No	Yes	No	Comments
Cover	Name of Tenderer						
	Contact Details						
	Tender Sum						
C1-3	C1.1	Form of Offer and Acceptance					
C1-12	C1.2	Contract Data (Part 2)					
C2-6	C2.2	Completed Schedule of Quantities					

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T1.1	Tender Notice and Invitation to Tender	White	T1.5
T1.2	Tender Data	Pink	T1.7
THE CONTRACT			
PART C1	AGREEMENT AND CONTRACT DATA	Yellow	C1.1
C1.1	Form of Offer and Acceptance	Yellow	C1.3
C1.2	Contract Data (Part 1)	Yellow	C1.8
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PART C3	SCOPE OF WORK	Blue	C3.1
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T1.1

Contractor

Employer

PART T1: TENDERING PROCEDURES

PART T1-TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER



ABAQULUSI LOCAL MUNICIPALITY

PROJECT NAME: PROVISION OF SPECIALIZED AUXILIARY SECURITY AND RAPID RESPONSE SERVICES TO ABAQULUSI MUNICIPALITY SOUTHERN REGION FOR A PERIOD OF 36 MONTHS.
CONTRACT No.: 8/2/1/536

Tenders are hereby invited for the provision of specialized auxiliary security and rapid response services to AbaQulusi Local Municipality for a period of 36 months. The minimum specifications are detailed in the Tender Document. The municipal offices can be contacted by using the following telecommunication numbers: 034 982 2133 (Phone) or 034 980 9637 (Fax).

1. Bid document be downloaded from E- TENDER PORTAL as from the 22 of OCTOBER 2024.

Completed tender documents are to be placed in a sealed envelope marked: **PROVISION OF SPECIALIZED AUXILIARY SECURITY AND RAPID RESPONSE SERVICES TO ABAQULUSI MUNICIPALITY SOUTHERN REGION**; Tender No.: **8/2/1/536** and must be submitted to SCM OFFICE NO 4 at AbaQulusi Local Municipality's offices at Cnr High & Mark Streets, Vryheid, not later than **12:00** on **22 NOVEMBER 2024**. Tenders will be opened in public soon after closure and only the name of the tenderer and the tender amount will be read out. Telegraphic, faxed and late tenders will not be accepted, and the Municipality shall not be held responsible for any couriered documents.

The procedure for the evaluation of responsive tenders will be **Financial Offer and Preference**.
The 80/20 scoring method will apply in the evaluation of bids.

The following points will be awarded during the evaluation:

Price : 80
Special goals : 20
TOTAL : 100

Bidder's attention is specially drawn to adhere the provisions of the quotation rules which are included in the tender document and as follows:

- AbaQulusi Municipality Supply Chain Management Policy will apply,
- Bids above R10m, Annual Financial Statements a (AFS) are required,
- Late bids will not be accepted,
- Bids will be valid for a period of 90 days.
- Bid must only be submitted on the documentation provided by AbaQulusi Municipality
- An original valid tax clearance certificate of a company must be submitted with the tender document.
- An original current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted or lease agreement.

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- Certified copies of the identity documents of directors and owners of the company must be submitted.
- Certified B- BBEE Certificate from a registered Accountant is applicable.

Failure to comply with these conditions will result in immediate disqualification of the bid.

Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or download them from Municipal website (www.abagulusi.gov.za) and submit them with your tender document.

Registration on CSD documents must also be submitted with tender document.

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

Municipal Manager

AbaQulusi Local Municipality

ABAQULUSI LOCAL MUNICIPALITY

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TO ABAQULUSI MUNICIPALITY SOUTHER REGION FOR A PERIOD OF 36 MONTHS.**T1.2.1: TENDER DATA: STANDARD CONDITIONS OF TENDER**

The Standard Conditions of Tender as contained in Annex C of the legislated Standard Conditions of Tender as published in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019

T1.2.1: TENDER DATA: APPLICABLE TO THIS TENDER

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

Clause No	Description
F.1.1.1	The Employer is: AbaQulusi Municipality Main Office Building, c/o Mark & High Streets, Vryheid 3100
F.1.2	The tender documents issued by the Employer comprise: Volume 1: Part 1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part 2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume Part 1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data

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Clause No	Description
	C1.3 Forms of Securities Part 2: Pricing Data C2.1 Pricing Instructions C2.2 Schedule of Rates Part 3: Scope of Work C3 Scope of Work including separate volumes for:
	Compliance: By submitting the Bid, the bidder undertakes to abide by the terms and conditions of this tender including but not limited to the rules outlined below. A bid not complying with the requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected: • Occupational Health and Safety Act, 1993 (Act no 85 of 1993) • Criminal Procedure Act, 1977, (Act 51 of 1977), as amended • Private Security Industry Regulations Act, 2001 (Act 56 of 2001) • Firearms Control Act, 2000 (Act 60 of 2000) and Regulations • National Key Points Act (Act 102 of 1980) and Regulations • Control of access to public premises and vehicles act, (act 53 of 1985) • Minimum information security standards (MISS) • Minimum Physical Security Standards (MPSS) • Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997) • Private Security and Investigative Services Act 2005. In this document and other documents referred to but not attached, the following words are synonymous with each other. A. Client, Employer, AbaQulusi Local Municipality, Local Municipality, Municipality B. Bid, Tender and Variations Thereof C. Joint Venture / Consortium D. Tenderer, Bidder, Bidder General conditions of Contract The latest General Conditions of Contract [GCC], Contract Law as well as the Municipality's Policy on Supply Chain Management shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za
C.1.4	The Employer's Agent's (also referred to as the Engineer) details are as follows:

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Clause No	Description
	Name : Director Community Services Represented by TS Mthembu Address : Cnr Mason and Mark Street VRYHEID 3100 Tel No : (034) 982 2133 E-mail : 'tsmthembu@abaqulusi.gov.za ' or zdgumbi@abaqulusi.gov.za
	All communication between the tenderer and the employer shall be addressed to Mr TS Mthembu of AbaQulusi LM, in writing
F1.5.2	Replace the existing clause with the following: The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, <u>save for all tenders being non-responsive</u>, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.
F.2 F.2.1	TENDERER'S OBLIGATIONS Eligibility The following conditions shall apply to the tender: 1. The prospective tenderer and every director of the company or member of the close corporation must be registered in terms of Section 20 of the PSIRA Act 2001 (Act 56 of 2001); Proof of current and valid PSIRA Certificate (The bidder must submit a valid PSIRA certificate i.e. the "New Certificate " in line with the industry circular issued by PSIRA Act 2001(Act 56 of 2001). (This correspondence must be valid at the bid closure date) 2. Joint ventures are eligible to submit tenders provided that: Each party can provide a Letter of Good Standing and company registration certificate with PSIRA. 3. Service Providers Tender with its Director/s having criminal record will be deemed non-responsive. 4. Bidder has Authority to possess Fire Arms (By PSIRA or The South African Police Services). The approval to possess fire arms in terms of the Fire Arms control Act must have been granted by the relevant authority prior to the closing of the bids-No applications forms will be considered 5. Bidders must submit copies of firearm licenses certified by SAPS. All licenses must reflect the name of the bidder. In case of a Joint Venture [JV], the license of either company must be submitted.
C2.12	Add the following new clause: A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects. No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

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Clause No	Description
F.2.13	Submitting a Tender Offer
F.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a single joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works.
F.2.13.3	Tender offers shall be submitted as an original hard copy only.
F.2.13.5	Delivery of Tender
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
F.2.15.1	Location of Tender Box : AbaQulusi Municipality c/o Mark and High Streets, VRYHEID 3100 Identification Details : Contract No: 8/2/1/536 Tender reference number, Title of Tender and the closing date and time of the tender, as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers
F.2.13.6 & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.
F.2.15	Tender Submissions The closing time for submission of tender offers is Date: 22 NOVEMBER 2024 Time : 12:00
F.2.16	The tender offer validity period is 90 days.
F.2.18	Bidders Staff The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.22	Return of Tender Document Where a Tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of tenders.
F.2.23	Certificates The tenderer is required to submit the following certificates with his tender:

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Clause No	Description
	1) Certified copy of PSIRA Letter of Good Standing and company registration certificate with PSIRA 2) Certified valid copies of Director/Shareholder registration certificate with PSIRA; 3) An original valid Tax Clearance Certificate issued by the South African Revenue Services. 4) Copies of company registration documents 5) Joint Venture Agreement and Power of Attorney in case of Joint Ventures 6) Copies of ID documents of Shareholders/Members/Directors of the business enterprises 7) Proof of Preference Points Claimed 8) VAT Registration Certificate and Pin 9) Skills Development Levy Certificate 10) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993) 11) a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT); 12) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if > R10 000 incl. VAT); and 13) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if greater than R10 million incl. VAT). 14) All other certificates as requested in T2.1
F.2.24	Add the following new clause: Canvassing and obtaining of additional information by tenderers Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."
F.2.25	Add the following new clause: Prohibitions on awards to persons in service of the state Accept that the Employer is prohibited to award a tender to a person - 1) who is in the service of the state; or 2) 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 3) a person who is an advisor or consultant contracted with the municipality or municipal entity. "In the service of the state" means to be - a) a member of:- • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces;

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Clause No	Description
	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; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature.” In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2 must be completed.
F.2.26	Add the following new clause: Awards to close family members of persons in the service of the state “Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F.2.25), or has been in the service of the state in the previous twelve months, including a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.”co
F.2.27	Add the following new clause: Tax Clearance Certificate In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium.”
F.3.1.1	Replace the contents of the clause with the following: “Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”
F.3 F.3.1	EMPLOYERS UNDERTAKINGS Tender Submitted to SCM Office no4 Before : 12:00 Date : 22 NOVEMBER 2024
F.3.2	The procedure for the evaluation of responsive tenders is Method 1: Financial Offer and Preference.

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Clause No	Description
	Tenders will be evaluated as follows The 80/20 scoring method will apply in the evaluation of bids. The following points will be awarded during the evaluation: Price :80 Special goals : 20 TOTAL :100
F.3.3	Tender offers will only be accepted if: - the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; - the tenderer is registered with the Private Security Industry Regulatory Authority (PSIRA). - the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - the tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; - the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; - the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and - the tenderer: - has sufficiently substantiated his experience in this type of work; and has the required and experienced key personnel;
C.3.17	Copies of Contract The employer will provide the successful tenderer with 1 (one) paper copy of the signed contract.
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one.
	CONTRACT PRICE ADJUSTMENT WILL BE APPLICABLE. The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment (CPIx) yearly escalation as gazetted by National treasury.

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MBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: 8/2/1/536

CLOSING DATE: 15 NOVEMBER 2024

CLOSING TIME: 12:00

DESCRIPTION

.....

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

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....

.....

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

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

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THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER: CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (Tick applicable box)

☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
☐	A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE
GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL NUMBER OF ITEMS OFFERED.....TOTAL BID PRICE.....

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ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

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MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.

1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

• If so, furnish particulars.

.....

.....

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

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3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal rs, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals		20		
100% HDI EQUITY		20		
BETWEEN 75% AND 99% HDI EQUITY		15		
BETWEEN 50% AND 74%		5		
LESS THAN 50%		0		
Total special goals		20 points		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as

T1.21

Contractor_____
Employer

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indicated in paragraph 1 of this form;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
- y bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

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2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

4. Does any portion of the services, works or goods offered
have any imported content?

YES / NO

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4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

**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.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB 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.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that 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 in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

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(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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 ☐
4.1.1	If so, furnish particulars:		

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4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 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.
- 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.

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

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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.

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7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
1. prices;
 2. geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
1. 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

NATIONAL TREASURY CSD REGISTRATION

Provide the relevant information of registration on the National Treasury Central Supplier Database for the Main Bidder / s, JV Partner / s and or Sub-Bidders

	NT CSD Reference Number	SARS Pin
1. Main Bidder / s :		
2. JV Partner / s :		
3. Sub-Contractor / s :		

ATTACHED TO THIS PAGE A COPY OF PROOF OF CSD AND SARS

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Municipal Account

(a) A copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

ATTACHED TO THIS PAGE A COPY OF RECENT MUNICIPAL ACCOUNT OR RELEVANT PROOF OF RATES AND TAXES

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Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

ATTACHED TO THIS PAGE A COPY OF RECORDED RESOLUTION FOR AUTHORISED SIGNATORY

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LETTER OF GOOD STANDING FROM DEPARTMENT OF LABOUR (COID)

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

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PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

Only bidders registered with PSIRA and have a company registration certificate thereof as well as a Letter of Good Standing with PSIRA as indicated in the tender advert will be considered for award.

Please attach valid copies of proof of the bidder's registration and letter of good standing with PSIRA to this page.

PART 1: AGREEMENT AND CONTRACT DATA

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FORM OF OFFER (AGREEMENT)

FORM OF OFFER

THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

CONTRACT 8/2/1/522: PROVISION OF SPECIALIZED AUXILIARY SECURITY AND RAPID RESPONSE SERVICES TO ABAQULUSI MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The Contract shall be completed within

months of the Commencement Date.

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

.....

..... RAND (in words);

R (in figures)

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Bidder under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED RATES ARE FIRM

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

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address of organisation)

**Name
signature
witness**

**and
of**

Date _____

FORM OF ACCEPTANCE**THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF ACCEPTANCE**

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

The terms of the contract are contained in

Part 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall within **twenty (28) days** after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contact Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

FOR EMPLOYER OFFICIAL USE ONLY

Signature(s)

Name(s)

Capacity

For the Employer *AbaQulusi Municipality, Main Office Building, c/o Mark & High Streets,
Vryheid 3100*

(Name and address of organisation)

Name
signature
witness

and
of

Date _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here; and
4. Any change or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

7 Subject _____

Details _____

8 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during the process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed and signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name
signature
witness**

**and
of**

Date

For the Employer:

Signature(s)

Name(s)

Capacity

*AbaQulusi Municipality, Main Office Building, c/o Mark & High Streets,
Vryheid 3100*

(Name and address of organisation)

**Name
signature
witness**

**and
of**

Date

CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

C1.1 CONDITIONS OF CONTRACT

The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

	Information				
	The name of the Employer is AbaQulusi Municipality Contact person is: TS Mthembu				
	The Pricing Strategy is Re-measurement Contract.				
	The address of the Employer is: <table> <tr> <td>Physical Address:</td><td>Postal Address:</td></tr> <tr> <td>AbaQulusi Municipality Main Office Building, c/o Mark & High Streets, Vryheid 3100</td><td>PO Box 57 Vryheid 3100</td></tr> </table> Tel: 034 982 2133 Fax: 034 980 9637 Email: 'information@abaqulusi.gov.za'	Physical Address:	Postal Address:	AbaQulusi Municipality Main Office Building, c/o Mark & High Streets, Vryheid 3100	PO Box 57 Vryheid 3100
Physical Address:	Postal Address:				
AbaQulusi Municipality Main Office Building, c/o Mark & High Streets, Vryheid 3100	PO Box 57 Vryheid 3100				
	The documentation required before commencement of the contract are: • Company registration document / CSD Supplier Number • Shareholder/members certified copied of ID/ CSD Supplier Number • Resolution (letter) • Pricing Proposal (Sealed separately) • Completed SBD Forms. • COIDA letter of good standing • Valid Workman's Insurance Fund • 2 Copies including 1 original of the proposal to be submitted. • PSIRA grade C certificate for security guards • PSIRA registration for the company • Unemployment Insurance Fund				
	Minimum Wages Any bid that contains proposals for wages that are less than the minimum wage according to sector Determination shall be rejected.				
8.6.1.2	Following the introduction of legislation affecting the articles of the South African Special Risks Insurance Association (SASRIA) , insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.				
	Public Liability Insurance which will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R5million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause..				
	The adjudication board shall consist of one member.				
	The determination of disputes shall be by arbitration				

PART 2: DATA PROVIDED BY THE BIDDER

GCC Clause	Information
Clause 1.1.1.9	The name of the Bidder is
Clause 1.2.1.2	The address of the Bidder is: Physical Postal Tel: Fax: Email:

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS**PREAMBLE TO BILL OF QUANTITIES****1. General**

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Bidder's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Tenderer's obligations in pricing the tender offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Tender contained in Annexure F of SANS 294, as amended in and read in conjunction with the Tender Data.

2. Documents Mutually Explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work and General and Special Conditions of Contract.

3. Definitions

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Bidder contracts to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Sum	:	An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Units of Measurement

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
no	=	number
Prov Sum	=	Provisional Sum
sum	=	lump sum

5. Currency

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

6. Value Added Tax

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

7. Rates and Prices**7.1 General**

- a) The Bidder must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Bidder is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Bidder will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Bidder group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Bidder indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

7.2 "Rate only" items

The Bidder shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

7.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Bidder shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

8. Variation in Text

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

C2.2: BILL OF QUANTITIES**AUXILIARY SECURITY RAPID RESPONSE TENDER SOUTH**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SECTION NO. 1 ESTABLISHMENT OF BASIC MONITORING SYSTEM PER SITE				
1.1	Installation of a SABS approved alarm system to site located within 20km radius of Vryheid town	No	9		
1.2	Installation of a SABS approved alarm system to site located within 50km radius of Vryheid town	No	5		
1.3	Installation of a SABS approved video surveillance system to site located within 20km radius of Vryheid town (3 units per site)	No	27		
1.4	Installation of a SABS approved video surveillance system to site located within 50km radius of Vryheid town (3 units per site)	No	15		
2	SECTION NO. 2 MONITORING, MAINTENANCE AND REPAIR				
2.1	Monitoring of installed equipment per site per month	No	14		
2.2	Maintenance and repair of installed equipment to site located within 20km radius of Vryheid town for a period of 12 months	No	9		
2.3	Maintenance and repair of installed equipment to site located within 50km radius of Vryheid town for a period of 12 months	No	5		
3	SECTION NO. 3 RAPID RESPONSE				
3.1	Rapid response unit to respond to incident to site located within 20km radius of Vryheid town	No	1		
3.2	Rapid response unit to respond to incident to site located within 50km radius of Vryheid town	No	1		
4	SECTION NO. 4 AUXILARY RAPID RESPONSE SERVICES				
4.1	Use of infrared aerial drone capability in the execution of duties	Hour	40		
4.2	Use of a trained search dog in the execution of duties	Hour	40		
4.3	General support by rapid response team to AbaQulusi staff on ad hoc basis	Hour	40		
4.4	Ad hoc installation of SABS approved video surveillance unit within a radius of 20km of Vryheid town		40		
4.5	Monitoring of surveillance unit per month		40		
4.6	Ad hoc patrol of municipal infrastructure by rapid response unit	Hour	40		
5	SECTION NO. 5 AUXILARY GUARDING SERVICES				
5.1	Armed stationary day guard	12 hrs shift	40		
5.2	Unarmed stationary day guard	12 hrs shift	40		
5.3	Armed stationary night guard	12 hrs shift	40		
5.4	Unarmed stationary night guard	12 hrs shift	40		

			TOTAL		
--	--	--	-------	--	--

SUMMARY PAGE

Bill No.	Description	Total
	AUXILIARY SECURITY RAPID RESPONSE TENDER SOUTH	
1	SECTION NO. 1 - ESTABLISHMENT OF BASIC MONITORING SYSTEM PER SITE	
2	SECTION NO. 2 - MONITORING, MAINTENANCE AND REPAIR	
3	SECTION NO. 3 - RAPID RESPONSE	
4	SECTION NO. 4 - AUXILARY RAPID RESPONSE SERVICES	
5	SECTION NO. 5 - AUXILARY GUARDING SERVICES	
6	Allow Contingencies 5%	
7	Total Excl VAT	
8	Add 15% VAT	
9	Total Incl VAT	

Bidder:

Bidder
Signature:

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

C3.1: DESCRIPTION OF THE WORKS

3.1.1 Employers Objectives

The employer's is to provide specialized auxiliary security and rapid response services to AbaQulusi Local Municipality for a period of **36 months**.

Service Providers must be able to demonstrate their ability to cope with the demands of a multi-functional organization and have a **minimum of five (5) years' experience on this level.**

3.1.2 Background

AbaQulusi Municipality has a current service provider that deals with security for all AbaQulusi buildings and premises situated throughout AbaQulusi geographical area. The current provider has entered into a contract with AbaQulusi Municipality for 36 months ending December 2024.

AbaQulusi municipality has experienced increasing occurrences of theft and damage to Municipal property, amounting to millions of rans losses to the municipality. It was realized that the only way to combat such crimes, is to ensure that there are sufficient security personnel and a rapid response team available to deal with any criminalities.

A glaring omission regarding infrastructure security identified by AbaQulusi Municipality is the installation and monitoring of security systems within municipal substations as well as water and wastewater facilities belonging to the Municipality.

3.1.3 Scope of Tender

The scope of the tender includes, but is not limited to:

- Installation of a SABS approved alarm system to site located within a 50km radius of Vryheid town.
- Installation of a SABS approved video surveillance system to site located within 50km radius of Vryheid town.
- Monitoring of installed equipment for all sites as identified by the Municipality. ***See annexure for specification.***
- Maintenance and repair of installed equipment to site located within 50km radius of Vryheid town for a period of 12 months.
- Rapid response unit to respond to incident to site located within 50km radius of Vryheid town.
- Auxiliary rapid response services which include but not limited to:
 - General support by rapid response team to AbaQulusi staff on ad hoc basis
 - Ad hoc patrol of municipal infrastructure by rapid response unit
- Auxiliary Guarding Services which include but not limited to:
 - Stationary armed and unarmed day and night guarding services.

3.1.4 Locations

The scope of the tender includes but is not limited to monitoring and securing key infrastructure nodes and critical infrastructure supply points within AbaQulusi Municipality.

The tender has been broken into two geographical areas namely a Northern and Southern area. The intention is to appoint different service providers for each area. It is therefore important to note that a single

service provider will NOT be considered for both geographical areas. Localities that will require monitoring and rapid response will be from the four main regions namely:

- The Northern geographical area includes 11 key monitoring points within Vryheid town, as well as 6 within a 50 km radius from town.
- The Southern geographical area includes 9 key monitoring points within Vryheid town, as well as 1 within a 50 km radius of Vryheid town.

A schedule of municipal locations required to be monitored / responded to by contract security services will only be made available to the successful tenderer. Notwithstanding, localities may be in any area within a 50 km radius of Vryheid town.

3.1.5 Conditions of Tender

The following conditions shall apply to the tender:

1. All vehicles that are to be utilized by the prospective tenderer must be clearly marked and identifiable as the property of the prospective tenderer.
2. All personnel utilized in the execution of this tender shall at all times be adequately equipped and dressed.
3. A reaction unit is defined as a vehicle with 2 armed responders.
4. The prospective tender must demonstrate that they have an active control room in Vryheid town.
5. The prospective tenderer must demonstrate that they have the ability to conduct video surveillance from their local control room.

The Municipality reserves the right to increase or decrease the scope of any service provider, should they not perform as per the signed Service Level Agreement.

AbaQulusi Municipality reserves the right to increase or decrease the Northern or Southern geographical area scope of work on an ad hoc basis depending on circumstances.

C3.2: DELIVERABLES

- 3.2.1. This specification covers the provision of security services in terms of the specifications for installations, control room monitoring (alarms, CCTV) and rapid response for the various permanent and temporary localities under the jurisdiction of the Municipality on a continuous basis for a period of 36 months.
- 3.2.2. The sites, depots, equipment and personnel for which only a temporarily required (ad hoc) service is required, will be indicated by the Municipality to the contractor from time to time as occasion demands.
- 3.2.3. The actual number of security officers required will be decided by the Municipality's Representative, after consultation with the contractor and the Municipality.
- 3.2.4. It is possible that some security officers may be absent from duty for whatever reason, therefore offers will be considered only from tenderers who can demonstrate to the satisfaction of the Municipality, their ability to maintain services under such conditions.
- 3.2.5. Tenderers must indicate what measures they have to ensure that their officers are well trained, motivated, have a good back-up system and maintenance of strict supervision of their officers.
- 3.2.6. It is a condition of this tender that the tenderer may be required to supply and install CCTV and Intruder Detection hardware and software at a remote site in order for these systems to be monitored at the City of Mbombela Central Control Room. The attached Schedule of rates specifies the type of hardware and software required. All cameras supplied shall be ONVIF compliant in order to be monitored in the City of Mbombela Central Control Room.
- 3.2.7. The CCTV and Intruder Detection hardware and software supplied and installed at a remote site will be a monthly payment to own system over a 12-, 24- or 36-month period.

This monthly amount/rate shall include supply, installation and maintenance of the Systems and devices installed on a specific site. It is a condition of this tender that the service provider appointed will be responsible to maintain the equipment that has been installed on a specific site in order to ensure that all equipment is functional and able to trigger alarms to the Central Control Room for the rapid response units to be deployed.

C3.3: CONTRACTOR'S OBLIGATIONS**3.3.1 Skills and characteristics**

The Contractor must ensure that all personnel employed have been trained in terms of the relevant national standards, be in possession of a valid RSA ID document and display the following skills and characteristics to the satisfaction of the Municipality's Head: Public Safety or his / her nominee or his / her authorised official so appointed:-

- 3.3.1.1. Smart, uniformed cleanly shaven appearance (where applicable), with discipline and self-control.
- 3.3.1.2. Good inter-personal relations and communication skills with Municipal Security Officers, staff at all levels and the general public, be it verbally or in writing.
- 3.3.1.3. The ability to perform strict assigned duties and effective security services within the confines of deployment.
- 3.3.1.4. The recognition of criminal incidents such as theft and safety hazards.
- 3.3.1.5. The recognition fire hazards and competent in basic fire fighting skills as the first responder to such incidents.
- 3.3.1.6. Be well conversant with the Criminal Procedure Act, specifically as it relates to arrest, seizure and the use of force.
- 3.3.1.7. The ability to make sound independent decisions and apply corrective action in an event of any noteworthy incident on site.
- 3.3.1.8. Basic level of literacy, i.e. able to read and legible handwriting.
- 3.3.1.9. The ability to learn and adapt to the ever-changing security environment.
- 3.3.1.10. Be of sober habits and not addicted to the uncontrolled use of alcohol and drugs that have a narcotic effect.
- 3.3.1.11. Be able to follow and apply locality security duties and procedures (SOP).
- 3.3.1.12. Proficiency in the handling of firearms (where applicable).
- 3.3.1.13. Proficient in the use of all allocated security equipment such as a telephone, two-way radio, and pepper spray.
- 3.3.1.14. Perform physical or documentary checks (where applicable).
- 3.3.1.15. Operate a patrol / response monitoring system (where applicable).
- 3.3.1.16. Operate a guard monitoring system (where applicable).

Be in an acceptable physical condition in order to adequately perform the duties of a Security Officer as required by the relevant SOP.

All training must be in accordance with the latest SASSETA / PSIRA standards and training certificates must have originated from training institutions accredited by SASSETA / PSIRA, which must be available for scrutiny, at any time, by the Municipality's Security Head or his representative.

3.3.2 Supervision

3.3.2.1. The Contractor must arrange for its Security Officers to be strictly and closely supervised, whilst performing their duties by a supervisor who is qualified, competent and registered as a Grade "B" PSIRA Security Officer.

Visits to be strictly conducted as follows:-

Once between the hours of 18:01 to 00:00.
Once between the hours of 00:01 to 06:00.
Once between the hours of 06:01 to 12:00.
Once between the hours of 12:01 to 18:00.

3.3.2.2. The following are applicable to visiting Supervisors: -

- 3.3.2.2.1. Confirm the visit by endorsing and signing the Occurrence Book at the location and record his / her full name, Identity Number, PSIRA grade and number.
- 3.3.2.2.2. The visit must fully comply with the laid down requirements of such visit i.e. equipment checked, location condition and any other supervisory observations.
- 3.3.2.2.3. Only work-related comments may be recorded in the Occurrence Book.
- 3.3.2.2.4. Municipal Security Officers reserve the right to check and verify security arrangements made by the Contractor at any Municipal locality.
- 3.3.2.2.5. As soon as a Security Officer reports any incident or irregularity at a Municipal location the Contractor's Duty Supervisor must respond immediately to the location in question and resume a preliminary investigation and implement the necessary action.
- 3.3.2.2.6. The Municipal Central Control Room must be informed immediately.

3.3.3 Legal implications and compliance

3.3.3.1. The Contractor shall provide written proof of Registration of its Security Officers (Including Supervisors) with PSIRA and shall at all time submit an updated list of its officers with proof when requested.

3.3.3.2 The Contractor will provide written proof of registration of his/her Company with PSIRA and SAIDSA, upon submitting his / her Tender response.

3.3.3.3. The Contractor will be responsible for compliance with the provisions of all legislation governing the employment of Supervisors and Security Officers on Municipal sites / locations, including leave pay, sick leave, levies, workmen's compensation, unemployment insurance, etc. and in every other respect will fully comply with the provisions of the Basic Conditions of Employment Act, 1983 and the Wages Act 1957, Wage Determination for the Area concerned, as amended. The Contractor will particularly enforce the limitations placed upon hours of work including lunch breaks, as required by current legislation. In case of lunch breaks, the Contractor shall supply replacement security officers of an equal grade or higher.

3.3.3.4. The Municipal Head for Security or his / her nominee, or representative, reserves the right to inspect the pay sheets of Security Officers as and when required.

3.3.3.5. The Contractor shall be liable for and indemnify the Municipality against claims, suits, demands, or costs whatsoever arising from any injury or death to any person or damage or loss to any property sustained as a result of any action by the contractor's personnel whilst employed by the Municipality for the duration of the Contract. Where the Municipality has suffered any loss or damage in respect of its plant, sundry

material or equipment left in the care of the Contractor's Security Officers, such loss or damage being caused by willful or negligent act or omission on the part of the Contractor or the Contractor's employees, the Municipality shall have the right to claim compensation from the Contractor.

3.3.3.5. Prior to the commencement, within a thirty (30) day period, of the tender the successful tender/s will be required to submit copies of its full insurance policy document, with proof of payment thereof. The policy must include, inter- alia, cover for liability arising out of the use of a firearm as well as wrongful arrest and detention and should have a minimum of R 5 million Rand cover per incident / claim. Failure to comply will result in immediate contract termination.

3.3.3.6. The amounts reflected in the pricing schedule shall escalate annually at the higher of the rate of the Consumer Price Index (CPIX) based on the annual percentage change in the CPIX (excluding interest rates on mortgage bonds as published) at the anniversary of the effective date and at each subsequent anniversary thereof or in accordance with the statutory wage increase for the respective grades, as stipulated and determined in the Sectoral Determination Act, commencing September of each year, and as may from time to time be stipulated by PSIRA or any other minimum wages determination for the employees of the Service Provider, as prescribed by statute.

3.3.4 Service Levels

3.3.4.1. The security service is required to be continuous throughout the duty periods and the Contractor must therefore ensure that replacements are timeously provided for any of its personnel being absent for whatever reason.

3.3.4.2. The Contractor shall replace Security Officers, as and when required by either the Contract Company or on request of the Municipality, reasons of which will be disclosed at the time.

3.3.4.3. The Security Officer taking the first shift must report for duty at the stipulated time of commencement of duty and must remain at his / her post until duly relieved or until the end of his / her shift when no reliever is required. Should an Officer abandon his / her post without a proper relief (where applicable) the said Officer may be requested not to be deployed at any Municipal locality in the future. Furthermore, a penalty will be levied equal to the quoted security cost per shift. The Officer must immediately be replaced with another Officer of equal grade by the contractor.

3.3.4.4. Sleeping on duty is not permitted and acceptable all Security Officers shall remain totally alert throughout their shifts.

3.3.4.5. An Occurrence Book/Notebook, where applicable, will be provided by the Municipality wherein every Security Officer is to sign on duty when reporting for duty, inserting his name, identity number, PSIRA number, grade and time of reporting for duty. At the completion of a shift, the same Officer shall "sign off duty" in the book by inserting his name, signature and the time at which he / she reports off duty or was relieved (if applicable) by another Security Officer or Municipal official.

3.3.4.6. Defacing / removal of pages in any Occurrence Book or Notebook or any other register utilised in the execution of duties is not permitted and will result in a stipulated penalty being levied against the Company. The Occurrence or Notebook or any other security related documentation will at all times remain

the sole property of the Municipality and may not be removed from such Municipal premises, unless authorised by the Municipality's Head: Public Safety or his / her representative or nominee.

3.3.4.7. No Security Officer shall allow any person whomever, access / entry to any locality / site, depot or to equipment for which he / she is responsible for and shall not allow any person to remove anything of whatsoever nature from the aforementioned site, depot or from equipment, unless the person requesting access / entry to the site, depot or equipment, as the case may be, produces to the officer on duty a Municipal Identity Card / Permit, All such admissions shall be recorded as a detailed entry completed in the Occurrence Book and Note Book.

3.3.4.8. The Contractor will be responsible to ensure that Security Officers are well acquainted with the requirements of the security specifics. It will thus be necessary for Supervisors.
/ Managers to have a high competency level to understanding and interpret SOP's and be familiar with locality layouts and operations. SOP's / officer duties will be drawn up in respect of each security functional area of responsibility. Such orders shall be readily available, and contractors will be responsible for instructing their personnel accordingly.

3.3.4.9. The Contractor shall give advance notice to the Municipality's responsible official of possible forthcoming changes of personnel. In addition, the Contractor shall advise the Municipality's representative at least 30 minutes before commencement of a tour of duty of any adverse conditions regarding their personnel and equipment.

3.3.4.10. The following basic duty, in comparison to specific grading, serves as a compliance and deployment guideline;

Grade C

- Guard, protect or patrol premises, goods, buildings, structures, vehicles, equipment or fixed property.
- Carry out patrol procedures utilising a patrol monitoring device.
- Comply with basic safety and fire fighting requirements.
- Able to handle dogs.
- Complete Occurrence, Note Book entries and written reports.
- Exercise basic access control duties which include controlling, checking / searching vehicles and persons.
- Complete documentary requirements relating to such activities.
- Maintain a high standard of public relations.
- Assist with the implementation of Emergency Evacuation Procedures.
- Supervise other Grades.
- Competent to handle firearms

Grade B

- Perform any or all of the duties of a Security Officer Grade "C".
- Conduct inspections and evaluations.
- Comply with safety and fire fighting requirements.
- Overall site/s or building/s supervision and control.

- Complete Occurrence, Note Book entries, written reports and compile basic instructions.
- Exercise basic access control duties which include controlling, checking / searching vehicles and persons.
- Complete documentary requirements relating to such activities.
- Maintain a high standard of public relations and interaction with Municipal officials.
- Assist with the implementation of Emergency Evacuation procedures and the effective utilisation of personnel during such situations.
- Collect access fees, etc.
- Competent to handle firearms.
- Supervision, training and controlling of lower Grade Officers.

Grade A

- Perform any or all of the duties of a Security Officer Grade "B".
- Conduct inspections and evaluations.
- Comply with safety and fire fighting requirements.
- Overall site/s or building/s management.
- Complete Occurrence, Note Book entries, investigations, written reports and compilation of instructions.
- Exercise basic access control duties which include controlling, checking / searching vehicles and persons.
- Complete documentary requirements relating to such activities.
- Maintain a high standard of public relations and interaction with senior Municipal officials.
- Assist with the implementation of Emergency Evacuation procedures and the effective utilisation of personnel during such situations.
- Collect access fees, etc.
- Competent to handle firearms.
- Supervision, training and controlling of Security Officers "C" to "B".

3.3.5 Security personnel & equipment

3.3.5.1. Every Security Officer must be dressed in the Contractor's uniform, which shall consist of at least the following attire:-

3.3.5.2. Shirt, trousers, belt, cap (head gear).

3.3.5.3. Socks, shoes / boots.

3.3.5.4. Adequate clothing for protection against adverse weather elements.

3.3.5.5. All security officers must be clearly identifiable by means of the contractor's insignia, which shall include shoulder flashes, rank and name tags.

3.3.5.6. Under no circumstances may part/s of private clothing be worn over uniforms. If worn under the uniform it may not be visible. The contractor is furthermore responsible for any other safety / security equipment necessary for the proper execution of its security officer's tasks. This includes adequate temporary shelter and ablution facilities where ad hoc services are rendered in an environment where these do not exist.

3.3.5.7. Municipal approved alternative to combat type uniforms are to be worn in certain circumstances. The Municipality's Head of Security will identify such prior to the commencement of the contract.

3.3.5.8. Failure to comply with all or part of the uniform requirements will result in a standard penalty being levied.

3.3.5.9. The Contractor is responsible for any other safety / security equipment necessary for the proper execution of its Security Officer's tasks.

3.3.6 A Security Officer must be in possession of the following:-

3.3.6.1. A torch in proper working order – minimum 2 cell (for night duties).

3.3.6.2. A baton or similar article approved by the Municipality's Head: Public Safety.

3.3.6.3. An identity document issued by PSIRA. Should such ID not be available for whatever reason then a company ID signed by the contractor, indicating the grade according to the individual's training certificate, initials and surname, staff / company number will suffice.

3.3.6.4. A ballpoint pen – both red and black (no pencil allowed).

3.3.6.5. Handcuffs.

3.3.6.6. Non-lethal restraining devices (pepper spray) provided where indicated.

3.3.7 Firearms

3.3.7.1. All firearms issued by the contractor to its security officers, on Municipal premises, shall comply with the following requirements:

3.3.7.2. Firearms shall not be modified in any way that may negatively affect the safe working of the firearm.

3.3.7.3. The Contractor shall provide the number of firearms, as set out in the schedule of sites. A schedule of all contractor registered firearms must be included in the tender response.

3.3.7.4. Only firearms registered in the name of the Contractor shall be permitted on the Municipality's sites. Under no circumstances will firearms belonging to other persons for the provision of security services in terms of these specifications will be accepted by the Municipality.

3.3.7.5. The Contractor furthermore certifies that it is the owner of all firearms issued to its Security Officers.

3.3.7.6. The Contractor shall at all times ensure that firearms issued to its Security Officers in terms of these specifications are in a clean and working condition and are properly maintained at all times.

3.3.7.7. All provisions of the Firearms Control Act 60 of 2000, and Firearms Control Regulations, as amended, specifically regulation 21, must be strictly adhered to at all times.

3.3.7.8. The Contractor must conform with all requirements of the PSIRA Act applicable to firearms training. All officers authorized to utilize a firearm in the execution of their duties must be in possession of a valid:-

3.3.7.9. Proficiency Certificate from a registered training service provider in the “Use of a Handgun”

3.3.7.10. Proficiency Certificate from a registered training service provider in the “Use of a Shotgun”

3.3.7.11. SASSETA Learners Achievement Certificate in either handgun or shotgun.

3.3.7.12. SAPS Competency Certificate.

3.3.7.13. Certified copies of these certificates must be submitted to the Municipality’s Head of Security prior to deployment.

3.3.7.14. In terms of the Firearms Control Act a Security Officer may not be issued with a firearm without being in possession of a valid firearm authority permit, issued by the contractor in terms of Regulation 21(2) (f). A penalty equal to the quoted cost per firearm will be levied should Security Officers be found without a firearm authority permit. The contractor will at the same time be requested to remove the firearm immediately or issue the required permit. A copy of the tenderer’s firearm authority must be included with the tender reply.

3.3.7.15. Only Pistols and pump-action shotguns are deemed suitable for the purpose of this tender and approved by the Municipality’s Head of Security.

3.3.7.16. Shotguns shall be fitted with proper slings / attachments. Proper holsters, compliant with the Firearms Control Act, issued by the contractor, shall be utilised for side arms.

3.3.7.17. The Contractor’s firearms may not be stored for safekeeping purposes on Municipal premises.

3.3.7.18. Security Officers may not bring onto or have private firearms in their possession on Municipal premises, except when the public frequenting Municipal premises hand their private firearms in for safekeeping at such designated facilities. The following privately-owned firearm devices may not be in possession of Security Officers deployed in terms of this contract:

- Replica firearms
- Shock guns
- Pepper spray guns
- Pellet guns
- Any part of a firearm
- Any other device, which may be regarded as a firearm, not approved by the Municipality.

3.3.7.19. The Municipality reserves the right to inspect the Contractor’s premises and examine firearms issued to personnel who perform duties in terms of this contract.

3.3.7.20. Continuation training in the form of practical shooting exercises must take place as per Regulation 21(2) (S) (viii) and the results made available to the Municipality’s Head of Security as and when required.

3.3.7.21. The Municipality reserves the right to confirm any of the details or to verify the authenticity of information / certificates, required in terms of this section with the SAPS, SASSETA or any other relevant body.

3.3.7.22. All firearm related incidents must be reported to the SAPS and the Municipality (written statement).

3.3.8 CONTROL ROOM

3.3.8.1. The prospective tender must demonstrate that they have an active control room in Vryheid town

3.3.8.2. The Contractor must have a SAIDSA approved / functioning control room conforming to the following minimum requirements:-

- It must be a separate room, office or building, specifically adapted and designed to serve as a dedicated control room for that function only.
- It must be manned on a 24 hour basis by a trained bilingual operator.
- It must be equipped with:
 - A two-way radio base station, in order to facilitate communication with the various localities and mobile supervisory units.
 - A working telephone system, to facilitate communication with the Municipality's representative and Control Room 24 hours per day.
 - An electronic Occurrence Book, for the purpose of recording entries, including irregularities, as and when reported by the Municipality's representative to the Contractor.

3.3.9 INTEGRATED SECURITY SYSTEM (ARLARM & CCTV), MONITORING AND RAPID RESPONSE

3.3.7.1. Bidders to undertake the Installation of a SABS approved alarm and CCTV systems to AbaQulusi sites located within 50km radius of Vryheid town and provide monitoring and rapid response services for all sites identified by the Municipality.

3.3.7.2. All standards in respect of alarm monitoring and response to alarm activations are in terms of the different legislations of the South African Intruder Detection Services Association (SAIDSA). Tenderers must submit proof of membership of SAIDSA and PSIRA with their tender response.

Furthermore, monitoring and response are regarded as a unit for the purposes of this tender specification and should not be considered as separate competencies.

3.3.7.3. Notwithstanding the requirements and standards referred to in the SAIDSA requirements, it is expected from the Contractor to submit daily, weekly and monthly reports in respect of monitoring and response activities.

3.3.7.4. Monitoring will take place on the premises of the prospective tender's Central Control Room. The prospective tender has an active control room in Vryheid town.

3.3.7.5. Response services must be done within 7 min from the time of detection. The Service Provider shall provide an electronic audit trail to verify the response times.

3.3.7.6. CCTV

The following are broad based objectives relevant to the CCTV system:-

- Protect and safeguard areas and premises used by the public;
- Deter and detect crime;

- Assist in the identification of offenders leading to their arrest and successful prosecution;
- Assist with the reduction of anti-social behavior;
- Assist in reducing the fear of crime;
- Encourage better use of facilities and attractions;
- Maintain and enhance the commercial viability and encourage continued investment;
- Encourage the public to act responsibly in the wider community to assist in the fight against crime and anti-social behavior;
- Cooperate with stakeholders and the service providers to develop and share best practice;
- Monitor and assist with traffic management issues;
- Provide and operate the system in a manner that is consistent with respect for individual's privacy;
- Assist with By-law enforcement;
- Assist with disaster early warning.
- Complete Occurrence Book to record incident details
- Monitor the guard patrol monitoring system
- Monitor municipal facilities, assets and locations
- Testify in the Court of Law, disciplinary process or any inquiries sanctioned by the Municipality.

3.3.7.7. CCTV control room operator suitability standards

Operators / Dispatchers are responsible for the day-to-day operation of the CCTV System in accordance with the policy and procedural practices (CCTV Code of Practice). The integrity of a CCTV scheme depends very much upon the activities of operators, who should be trustworthy, observe the civil rights of the public and individuals, and also respect their privacy. The following basic CCTV operator standards are minimum requirements for operators, applicable as initial selection criteria and thereafter part of continued standards evaluation and monitoring. All CCTV Control Room staff must be exposed to these requirements and conditions, based on the following criteria.

3.3.7.8. Health and Physical Suitability (Base line Medical)

The following criteria should be evaluated as part of the candidates' suitability for the CCTV Control Room operation:

3.3.7.9. General criteria

The following criteria are relevant for compliance purposes:

- No criminal record.
- Not rejected by any other security site / service provider.
- Ideally the person should have previous computer experience.
- Should be able to work shifts.
- Have knowledge of crime types and basic reporting procedures.
- Ideally but not necessarily have exposure to dealing with live incidents.
- Adequate credit history.
- Advantage but not essential to have some background training in security or policing.
- Previous experience of CCTV an advantage.

3.3.7.10. Personality

The candidate must suit the following:

- Managing the monitoring function – likes working with systems, questioning, doesn't take things for granted, self-disciplined.
- Managing the critical incident condition – remains emotionally calm under pressure, self-confident, logical in approach, gathers relevant information for decisions.
- Communication with people on the ground – able to communicate, confident, is willing to interact with other people, likely to have a good manner, cooperative in mannerism.

3.3.7.11. Cognitive Assessments

Operators need to be capable of analyzing situations and reasoning. Psychometric assessment is required in order to analyze critical minimum requirements.

3.3.7.12. CCTV operator competency (Training)

It is imperative that the correct balance be created between staff selection and training in order to ensure that the Control Room output is maximized. It is of no or very little value to have a world standard Control Room and staff who are not equally professional. Based on the international best practice standard and research CCTV operators must have undergone the following training curriculum, in order of priority:-

3.3.7.13. Basic Computer Literacy

This is the foundation course which prepares operators for the more in-depth courses to follow. All hardware in a CCTV Control Room is computer associated, thus requiring operators to be basic computer literate (Windows platform).

3.3.7.14. Surveillance and Monitoring Assessment Exercise (SAMAE)

SAMAE is a computerized package, which evaluates the capacity of CCTV and other high vigilance personnel to perform effectively and consistently. SAMAE allows you to select and place the right operators to ensure that your surveillance technology and systems are used optimally and fulfil their purpose.

3.3.7.15. Induction Course This course covers:

- General outline of an integrated security system, central & satellite control rooms and the role of CCTV within the Municipality.
- Crime hotspots.
- Types of cameras.
- Basic functions of CCTV operators.
- Equipment in control room.
- Duties of control room operators.
- Logs.
- Communications.
- Types of crime.
- Introduction to the Code of Practice, User's Manual and Policies and Procedures for a CCTV Control Room.
- Site visit to the locations of the cameras and geographical areas.

3.3.7.16. CCTV Surveillance Skills and Body Language Course

The CCTV Surveillance skills course develops essential skills for supervisory and operator personnel doing operational and focused surveillance. The course incorporates elements of security risk factors, observation skills, psychology and body language and profiling activities.

3.3.7.6. Advanced Surveillance Body Language and Incident Behavior Course. Learning outcomes include:

- Body language elements and decoding.
- Body components and their characteristics;
- Facial and micro facial expressions, hands, body posture.
- Relationships and contact dynamics.
- Recognizing detection avoidance and apprehension behavior.
- Communication of intent.
- Identifying targets.

3.3.7.17. CCTV User Manual Training

Training on the content and use of the CCTV User Manual:

- Live video.
- Recorded video.
- Users.
- Mapping.
- Evidence collection.
- Motion detection.
- PTZ controls.
- Fault reporting.
- Logs.
- Management reports.

3.3.10 REPORTING OF IRREGULARITIES / INCIDENTS

3.3.10.1. An Occurrence / Note Book, where applicable, will be provided by the Company on contract to the Municipality. A detailed description of all security related events or findings shall be entered therein by the security officer as soon as possible after the event or finding.

3.3.10.2. This Occurrence / Note Book will be made available to the Municipality's responsible official for control / inspection purposes and may record relevant entries in the Occurrence Book or Note Book as and when required.

3.3.10.3. All visits to their personnel by supervisors of the Contractor, including the time at which the visit is made and any relevant information shall be recorded at the time in the Occurrence Book.

3.3.10.4. The Contractor, in addition to reports required in terms of above clauses hereof, shall draw to the attention of the Municipality's Head of Security as soon as practicable possible, any incident, condition or

circumstance of importance which requires attention. Such reports should include the Contractor's recommendations.

3.3.10.5. The recording and overall management of irregularities take place within a framework which has been introduced and is necessary from a control and audit perspective.

C3.4: SCHEDULE OF INFORMATION REQUIRED

Tenderers are requested to provide information regarding their services as follows (absence of or incorrect information may prejudice the tender application):

3.4.1. State the approximate number of security officers each inspector has to supervise per shift.

Grade	C	D
Number		

3.4.2. Provide details of your total PSIRA registered security officer complement:

Grade	A	B	C
Number			

3.4.3. Where do you train your security officers?

Institution
1)
2)
3)
4)

3.4.4. State Vetting procedure for prospective security officers prior to their employment.

3.4.5. State if you have public liability insurance cover, and, if so, the amount of such cover.

Amount	Insurance Company
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3.4.6. Provide details of any other relevant information which you feel should be brought to the Municipality's attention.

3.4.7. Supply your company's PSIRA and SAIDSA registration number.

PSIRA Registration Number	Date of First Registration
SAIDSA Registration Number	Date of First Registration

3.4.8. Provide details of your Director/s, Member/s, Owner/s, and Partner/s on Annexure "A".

3.4.9. Provide details of the following company structures: Management, Supervisory and Support on Annexure "B".

3.4.10. Supply a statement of work successfully carried out by the contractor over the last 12 months or which are currently being undertaken on Annexure "C".

3.4.11. Provide details of

Transport/Response (vehicles)		
Year	Make & Model	Type

1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

3.4.12. Provide details of two-way portable radios.

Number of Radios	
Leased/Company Owned	

3.4.13. Provide details of uniform type and composition (optional to add photos).

3.4.14. Details of Firearms

Type	Numbers

C3.5: MINIMUM CRITERIA

3.5.1. All documents to be certified by Commissioner of Oaths not older than 3 months

No.	Minimum Criteria	Details	Yes/No
1	Provide proof of at least 5 years working experience in a major multi-functional organization	Submit letter of confirmation and company registration	
2	PSIRA Registration Certificate	Provide / attach a copy	
3	Security Officers & management PSIRA staff registration	Attach PSIRA list	
4	Liability Insurance Policy 10 million	Attach a copy of the policy document and proof of payment	
5	SAPS Firearm License for business purposes (to provide security)	Attach a copy	
6	SAPS list of company registered firearms	Attach a copy	
7	Firearm Authority Permit issued to officers who utilise a firearm in the execution of their duties	Attach a sample copy	

8	Provide a list of all officers who are competent in the handling of firearms and state type of firearm	Attach a list	
9	South African Intruder Detection Services Association membership	Attached a copy of the certificate	

Note:

- Site inspections will take place and tenderers advised of suitable dates for such.
- Tenderers will be further evaluated only if they meet all the minimum and functional requirements.
- All bids received from service providers who comply with the minimum requirements for Tendering and also comply with the requirements of the Supply Chain Management Policy of the Municipality will be evaluated in the following two stages:-

C3.5: FUNCTIONAL EVALUATION CRITERIA

A minimum points threshold of **70% (70 out of a total of 100 points)** is required. Service providers failing to score the minimum points for functionality will be considered as non-responsive and will render the bid disqualified.

Functional Criteria	Details		Points
Company Proven track record (Company Profile)	Minimum 5 years	0-2 yrs:8pts 3-4 yrs:10pts 5+yrs:20pts	20
Proven track record in similar work	1x Letter of reference 2x Letters of reference 4x Letters of reference	3pts 6pts 10pts	10
Control Room – PSIRA / SAIDSA standard	Fully functional local Control Room with Proof of Membership (Letter) (SAIDSA/PHSIRA)	Yes:30pts Partly:20pts No:0pts	30
Vehicles	Number of vehicles available to service contract (proof of registration certificate ownership)	2-5: 5pts 6-8: 8pts 9+: 10pts	10
Alarm monitoring/response in terms of SAIDSA standards	Ability to provide such service (Membership Certificate/ Letter)	Yes:10pts No:0pts	10
CCTV monitoring/response in terms of SAIDSA standards	Ability to provide such service (certificate / letter)	Yes:10pts No:0pts	10
Guard Monitoring system	Fully functional guard monitoring system. Provide specification and model/make of system	Yes: 5pts No: 0pts	5
3 Curriculum Vitae and qualifications for key personnel (Certificates)	Project Manager Technician skilled Technician semi-skilled	2: pts 2: pts 1:pts	5
Total			100

C3.6: PROCUREMENT**3.6.1. Preferential Procurement Procedures**

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the supply chain policy of AbaQulusi Local Municipality.

ANNEXTURE A: CCTV SPECIFICATION**Section 28 21 00: Video Security****Section 28 21 13: IP Cameras****4MP NIGHT COLOR 2.0 NETWORK BULLET CAMERA****PART 1 – GENERAL****1.1 SUMMARY****A. Section Includes**

1. Section 28 21 17: Video Security – Security Cameras – Camera Housings
2. Section 28 21 19: Video Security – Security Cameras – Camera Mounts
3. Section 28 21 21: Video Security – Security Cameras – Illuminators
4. Section 28 27 00: Video Security – Video Security Sensors

B. Related Sections

1. [Section 28 33 15: Security Detection, Alarm and Monitoring – Security Monitoring and Control – Security Monitoring and Control Software].

*****Specifier's note: Include those standards referenced elsewhere in this SECTION.

1.2 SYSTEM DESCRIPTION

A. Section Includes

1. Video Security – Security Cameras – IP Cameras

B. Performance Requirements

1. The 4MP Night Color Camera shall be a full-featured network bullet camera designed for discrete video security applications in indoor and outdoor environments.
2. The 4MP Night Color Camera shall use a high performance 1/2.7-in. 4MP Progressive-scan CMOS sensor.
3. The 4MP Night Color Camera shall utilize Night Color 2.0 Technology with a high-performance sensor and large aperture Lens.
4. The 4MP Night Color Camera shall offer a white-light LED to produce color images in total darkness.
5. The 4MP Night Color Camera shall offer advanced analytics that detect and categorize between human and vehicular objects and technology that reduces the number of false alarms.
6. The 4MP Night Color Camera shall include a built-in microphone.
7. The 4MP Night Color Camera shall provide direct network connection using Smart H.265+, H.265, Smart H.264+, H.264, or MJPEG compression and bandwidth throttling to efficiently manage bandwidth and storage requirements while delivering outstanding image quality.
8. The 4MP Night Color Camera shall support the following dual, redundant power options:
 - a. 12 VDC
 - b. PoE (IEEE 802.3af, class 0)
 - c. The 4MP Night Color Camera shall default to use power from the PoE power supply, if connected.
 - d. The 4MP Night Color Camera shall reboot and switch to the 12 VDC power supply if power from the PoE power supply is lost.
9. The 4MP Night Color Camera shall offer True Wide Dynamic Range for clear images in extreme high-contrast environments.
10. The 4MP Night Color Camera shall offer three (3) separate and configurable streams with individually configurable 4MP, D1, and 720p streams.
11. The 4MP Night Color Camera shall have a 2.8 mm fixed lens.
12. The 4MP Night Color Camera shall combine temperature-tolerant components with a waterproof enclosure to ensure flawless operation in temperatures as low as -40° C (-40° F).
13. The 4MP Night Color Camera housing shall conform to the IP67 Ingress Protection standard.

1.3 SUBMITTALS

Submit under provisions of Section [01 33 00.]

- A. Product Data:
 - 1. Manufacturer's data, user and installation manuals for all equipment and software programs including computer equipment and other equipment required for complete video management system.
- B. Dimensional Drawings; include
 - 1. Overall device dimensions.
 - 2. Dimensions specific for installation.
- C. Closeout Submittals
 - 1. User manual.
 - 2. Parts list.
 - 3. Maintenance requirements.

1.4 QUALITY ASSURANCE

- A. Manufacturer:
 - 1. Minimum of [10] years of experience in manufacture and design Video Security Devices.
- B. Video Security System:
 - 1. List certifying bodies (UL, CSA, etc.)
 - 2. Provide evidence of compliance upon request.
- C. Installer:
 - 1. Minimum of [5] years of experience installing Video Security System.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with requirements of Section 01 60 00.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers; and unharmed original identification labels.
- C. Protect store materials from environmental and temperature conditions following manufacturer's instructions.
- D. Handle and operate products and systems according to manufacturer's instructions.

1.6 WARRANTY

- A. Provide manufacturer's warranty covering [5] years for replacement and repair of defective equipment. Warranty varies country to country.

1.7 MAINTENANCE

- A. Make ordering of new equipment for expansions, replacements, and spare parts available to dealers and end users.
- B. Provide factory direct technical support via phone and e-mail.

PART 2 – PRODUCTS**2.1 MANUFACTURERS**

- A. [Acceptable Manufacturer:
Dahua Technology USA Inc.
15245 Alton Pkwy, #100, Irvine, CA, 92618
Tel: (949) 679-7777
Fax: (949) 679-5760
Email: sales.usa@global.dahuatech.com]
- B. Substitutions: [Not permitted.] [Under provisions of Division 1.]
1. [All proposed substitutions must be approved by the Architect or Engineer professional.]
 2. [Proposed substitutions must provide a line-by-line compliance documentation.]

2.2 4MP NIGHT COLOR 2.0 FIXED BULLET NETWORK CAMERA N43BB62

- A. General Characteristics:
1. The 4MP Night Color Camera shall be a full-featured network bullet camera designed for discrete video security applications in indoor and outdoor environments.
 2. The 4MP Night Color Camera shall use a high performance 1/2.7-in. 4MP Progressive-scan CMOS sensor.
 3. The 4MP Night Color Camera shall utilize Night Color Technology with a high-performance sensor and large aperture Lens.
 4. The 4MP Night Color Camera shall offer a white-light LED to produce color images in total darkness.
 5. The 4MP Night Color Camera shall offer advanced analytics that detect and categorize between human and vehicular objects and technology that reduces the number of false alarms.
 6. The 4MP Night Color Camera shall include a built-in microphone.
 7. The 4MP Night Color Camera shall provide direct network connection using Smart H.265+, H.265, Smart H.264+, H.264, or MJPEG compression and bandwidth throttling to efficiently manage bandwidth and storage requirements while delivering outstanding image quality.
 8. The 4MP Night Color Camera shall support the following dual, redundant power options:
 - a. 12 VDC
 - b. PoE (IEEE 802.3af, class 0)
 - c. The 4MP Night Color Camera shall default to use power from the PoE power supply, if connected.
 - d. The 4MP Night Color Camera shall reboot and switch to the 12 VDC power supply if power from the PoE power supply is lost.
 9. The 4MP Night Color Camera shall offer True Wide Dynamic Range for clear images in extreme high-contrast environments.
 10. The 4MP Night Color Camera shall offer three (3) separate and configurable streams with individually configurable 4MP, D1, and 720p streams.
 11. The 4MP Night Color Camera shall have a 2.8 mm fixed lens.

12. The 4MP Night Color Camera shall combine temperature-tolerant components with a waterproof enclosure to ensure flawless operation in temperatures as low as -40°C (-40°F).
13. The 4MP Night Color Camera housing shall conform to the IP67 Ingress Protection standard.

B. Imaging

1. The 4MP Night Color Camera shall offer a 1/2.7-in. 4MP Progressive-scan CMOS imager.
2. The 4MP Night Color Camera shall offer an effective number of pixels of 2688(H) x 1520(V) effective picture elements.
3. The 4MP Night Color Camera shall offer a 2.8 mm fixed lens.
4. The 4MP Night Color Camera shall have a horizontal angle of 103° and a vertical angle of 53° .
5. The 4MP Night Color Camera shall offer a maximum aperture of F1.0.
6. The 4MP Night Color Camera shall produce a color image with a minimum scene illumination of 0.003 lux at F1.0.

C. Illumination

1. The 4MP Night Color Camera shall have a single integrated white-light LED.
2. The 4MP Night Color Camera shall offer an LED distance of up to 30.0 m (98.43 ft).

D. Video Characteristics

1. The 4MP Night Color Camera shall offer CBR/VBR bit rate control.
2. The 4MP Night Color Camera shall offer the following video compression protocols
 - a. H.265 (3 to 8192 Kbps)
 - b. H.264 (3 to 8192 Kbps)
3. The 4MP Night Color Camera shall offer Smart H.265+ and Smart H.264+ video compression protocols.
4. The 4MP Night Color Camera shall offer BLC, HLC, SSA, and True WDR modes of backlight compensation.
5. The 4MP Night Color Camera shall offer Auto, Natural, Street Lamp, Outdoor, Manual, and Regional Custom White Balance modes.
6. The 4MP Night Color Camera shall offer 3D DNR noise reduction.
7. The 4MP Night Color Camera shall offer motion detection (four zones) and region of interest (four zones) controls.
8. The 4MP Night Color Camera shall offer four (4) privacy masking areas.
9. The 4MP Night Color Camera shall offer a Flip mode at 0°, 90°, 180°, and 270°.

E. Streaming Capability

1. The 4MP Night Color Camera shall generate full 4MP (2688 x 1520 pixels) at 30 fps resolution using Smart H.265+ compression.
2. The 4MP Night Color Camera shall offer Unicast and Multicast streaming methods.
3. The 4MP Night Color Camera shall offer the following resolutions:
 - a. 4MP (2688 x 1520)
 - b. 3MP (2304 x 1296)
 - c. 1080p (1920 x 1080)
 - d. 1.3MP (1280 x 960)
 - e. 720p (1280 x 720)
 - f. D1 (704 x 480)
 - g. VGA (640 x 480)
 - h. CIF (352 x 240)
4. The 4MP Night Color Camera shall generate three streams at the following maximum resolutions:
 - a. Main Stream: 4MP at 30 fps
 - b. Sub Stream 1: D1 at 30 fps
 - c. Sub Stream 2: 720p at 30 fps

F. IP Connectivity

1. The 4MP Night Color Camera shall allow full camera control and configuration capabilities via a TCP/IP network.
2. The 4MP Night Color Camera shall deliver 4MP video, at rates up to 30 frames per second via TCP/IP over an RJ-45 (10/100 Base-T) connection.
3. The 4MP Night Color Camera shall conform to the ONVIF Profile S, G, and T.
4. The 4MP Night Color Camera shall offer Quality of Service (QoS) configuration options.
5. The 4MP Night Color Camera shall support the IPv6 internet-layer protocol for packet switched internetworking across multiple IP networks.
6. The 4MP Night Color Camera shall offer local and network storage options that include: MicroSD, Network Attached Storage (NAS), and recording to a local PC for instant recording.

7. The 4MP Night Color Camera shall support the following protocols: IPv4/ IPv6, HTTP, HTTPS, SSL, TCP/IP, UDP, UPnP, ICMP, IGMP, SNMP, RTSP, RTP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, QoS, Bonjour, and 802.1x.
8. The 4MP Night Color Camera shall support the DSS management software and the DMSS mobile application.
9. The 4MP Night Color Camera shall support the Android and the IOS mobile operating systems.

G. Analytics+

1. The 4MP Night Color Camera offer the following built-in Analytics+ functions to provide advanced analytics for any scene:
 - a. Detect human or vehicle violations using the following methods:
 - 1) Tripwire: a target crosses a defined line.
 - 2) Intrusion: a target enters or exits a defined perimeter.
 - b. Monitor a combination of ten (10) detection methods.
 - c. Search and retrieve video based on target type.
2. The 4MP Night Color Camera offer the following built-in Smart Motion Detection+ functions to provide advanced motion analytics for any scene:
 - a. Differentiate between and classify human and vehicle objects.
 - b. Filter false alarms due to leaves, lights, animals, and other inconsequential objects.
 - c. Extract human or vehicle objects from recorded video for quick target search and retrieval.

H. Intelligent Video System

1. The 4MP Night Color Camera offer a built-in Intelligent Video System to provide advanced analytics for any scene.
2. The Intelligent Video System shall offer intelligent video analytics built-in to the camera.
3. The Intelligent Video System shall be capable of processing and analyzing video within the camera itself, with no extra hardware required.
4. The Intelligent Video System shall trigger an alarm and take a defined action for the following events:
 - a. Standard Features
 - 1) Tampering with the camera.
 - 2) Error writing to an onboard Micro SD Card.
 - 3) Error sending or receiving data over the network.
 - 4) Unauthorized access to the camera.
 - b. Premium Features
 - 1) Scene Change: person or object moves the camera to change the scene or covers the camera to obscure the scene.

I. Installation Requirements

1. The 4MP Night Color Camera shall be capable of operating in an outdoor environment within a temperature range of -40°C to $+60^{\circ}\text{C}$ (-40°F to $+140^{\circ}\text{F}$).
2. The 4MP Night Color Camera shall accept power, transmit video, and accept control via an Ethernet connection.
3. The 4MP Night Color Camera shall support the following dual, redundant power options:

- a. 12 VDC
- b. PoE (IEEE 802.3af, class 0)
- c. The 4MP Night Color Camera shall default to use power from the PoE power supply, if connected.
- d. The 4MP Night Color Camera shall reboot and switch to the 12 VDC power supply if power from the PoE power supply is lost.

J. Housing Options

1. The 4MP Night Color Camera shall be offered in a metal housing.
2. The 4MP Night Color Camera housing shall conform to the IP67 Ingress Protection standard.

2.3 ACCESSORIES

- A. The 4MP Night Color Camera shall offer the following optional accessories:
1. [Pole mount.]
 2. [Junction box.]
 3. [Corner mount.]
 4. [12 VDC, 1 A Power Adapter.]

PART 3 – EXECUTION**3.1 EXAMINATION**

- A. Examine areas to receive devices and notify adverse conditions affecting installation or subsequent operation.
- B. Do not begin installation until unacceptable conditions are corrected.

3.2 PREPARATION

- A. Protect devices from damage during construction.

3.3 INSTALLATION

- A. Install devices in accordance with manufacturer's instruction at locations indicated on the floor drawings plans.
- B. Perform installation with qualified service personnel.
- C. Install devices in accordance with the National Electrical Code or applicable local codes.
- D. Ensure selected location is secure and offers protection from accidental damage.
- E. Location must provide reasonable temperature and humidity conditions, free from sources of electrical and electromagnetic interference.

3.4 FIELD QUALITY CONTROL

- A. Test snugness of mounting screws of all installed equipment.
- B. Test proper operation of all video system devices.
- C. Determine and report all problems to the manufacturer's customer service department.

3.5 ADJUSTING

- A. Make proper adjustment to video system devices for correct operation in accordance with manufacturer's instructions.
- B. Make any adjustment of camera settings to comply with specific customer's need.

3.6 DEMONSTRATION

- A. Demonstrate at final inspection that video management system and devices functions properly.

END OF SECTION