



TENDER NO: 01/2024

TENDER DOCUMENTS FOR THE PROVISION OF IMPLEMENTATION OF SPECIALISED TECHNOLOGY AND SPECIALISED INTELLIGENCE SERVICES FOR PROTECTION OF MUNICIPAL ASSETS ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD.

NAME OF TENDERER:	
CENTRAL SUPPLIER DATABASE (CSD):	MAAA
TAX COMPLIANCE STATUS (TCS) PIN NO:	
TELEPHONE No:	
TELEFAX No:	
E-MAIL ADDRESS:	
PHYSICAL/POSTAL ADDRESS:	

Issued by:
Municipal Manager
Lesedi Local Municipality
P O Box 201
Heidelberg
1438



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE LESEDI LOCAL MUNICIPALITY					
TENDER NUMBER:	01/2024	CLOSING DATE:	20 FEBRUARY 2024	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF IMPLEMENTATION OF SPECIALISED TECHNOLOGY AND SPECIALISED INTELLIGENCE SERVICES FOR PROTECTION OF MUNICIPAL ASSETS ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD, HEIDELBERG, GAUTENG.				
CONTRACT RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Supply Chain Management Department					
Municipal Building					
H F Verwoerd and Du Preez Street					
Heidelberg					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sibulelo Mokoena		CONTACT PERSON	Ms. Jacqueline Chauke	
TELEPHONE NUMBER	(016) 492 0202		TELEPHONE NUMBER	(016) 492 0240	
FACSIMILE NUMBER	(016) 492 0202		FACSIMILE NUMBER	(016) 492 0240	
E-MAIL ADDRESS	sibulelom@lesedi.gov.za		E-MAIL ADDRESS	jacquelinec@lesedi.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

TERMS AND CONDITIONS FOR TENDER

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE DOCUMENTS MUST BE FILLED WITH ELIGIBLE INK.
- 1.5. USE OF CORRECTIVE FLUID IN THE DOCUMENT IS PROHIBITED. FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS ARE REQUIRED TO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 BIDDERS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) ARE REQUIRED TO SUBMIT A CSD NUMBER AND CSD REPORT
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



Tenders are hereby invited for the following Office: Infrastructure: Electricity

TENDER NO: 01/2024

THE PROVISION OF IMPLEMENTATION OF SPECIALISED TECHNOLOGY AND SPECIALISED INTELLIGENCE SERVICES FOR PROTECTION OF MUNICIPAL ASSETS ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD, HEIDELBERG, GAUTENG.

Adjudication:

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the bidder is required to score the minimum of **70 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards **80 points for Price** and **20 points for Specific Goals** in accordance with the table below:

SPECIFIC GOALS (20 POINTS)				
HDI (% Shareholding) (proof of points claimed required)	Youth	Woman	Disabled	Black
	3	5	2	5
Area of Origin (proof of Street address required)	Sedibeng (District)		Gauteng (Province)	
	3		2	
Price	80			
TOTAL POINTS	100			

Documents Collection: Documents can be downloaded from the E-Portal or Lesedi Local Municipality's Website.

Technical Enquiries: Ms. Jacqueline Chauke
Tender Documents: Mrs. Sibulelo Mokoena

Tel: (016) 492 0240
Tel: (016) 492 0202

Documents available: As from 19 January 2024 on www.etenders.gov.za or <https://lesedi-lm.gauteng.gov.za>

Closing date: 20 February 2024

Time: 12:00

Tender Box

Venue: Tender boxes are situated at the Supply Chain Management Unit, situated on the upper level of the West Wing of the Lesedi Local Municipality Civic Centre, Corner Du Preez and HF Verwoerd Streets in Heidelberg.

COMPULSORY TENDER REQUIREMENTS

1. Tax Clearance Certificate / Tax Compliance Status documents with Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin and VAT registration certificate if applicable.
2. Certified copies of directors ID.
3. Copy of company registration documents.
4. Copy of latest municipal account which is not more than 3 months old at the time of closing.
5. The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the entity. If the director is leasing they must also provide a valid lease agreement on their names.
 - 5.1 If the business operates from the different address as per CIPC document, an affidavit that justifies the new address must be provided.
6. Central Supplier Database (CSD) registration full report.
7. Completed and Signed Schedule of Quantities.
8. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
9. Tenders must submit the relevant copy of Workmen's Compensation Registration Certificate. COIDA Certificate (Private investigations/ security).
12. MBD 1: Invitation to tender.
13. MBD 4. Declaration of Interest.
14. MDB 5. Declaration of procurement above R10 million (vat included).
15. MBD 6.1 Preferential Points.
16. MBD 8: Declaration of bidder's past supply chain management practices.
17. MBD 9: Certificate of independent bid determination.
18. Three (3) years Audited financial statements.
19. Bidders must sign or initial each page.
20. Valid PSiRA Registration Certificate for the company
21. Valid PSiRA registration certificates for all company directors
22. Valid PSiRA registration certificates for all staff to be deployed/designated to the contract. This should be minimum Grade C.
23. The company should submit a valid PSiRA letter of good standing.
24. Valid Stamped SAPS Clearance certificates for all company directors.
25. The Operational Centre managing all technology should submit valid SAIDSA certificate
26. The company should submit a valid ICASA license.
27. The company should have Public Liability of R10MIL.
28. The company should have valid Private Security Sector Provident fund section 13A confirmation letter.
29. The tenderer shall enter an applicable rate in the Rate Column of the Schedule of Quantities for each scheduled item. He shall also enter an applicable sum for each list and calculate the Grand Total. Rate only tender will not be accepted. Where a line item in the BOQ is not to be charged tenderer must write the number zero (0) and not a dash (-) Should the Schedule not be completed in the manner herein specified, the tender will be rejected.

BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
2. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
3. No late tender will be accepted.
4. Telefax or e-mail tenders will not be accepted.
5. Tenders may only be submitted on the bid documents as provided by Lesedi Local Municipality.
6. The use of tippex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids.
7. No page(s) may be removed from the original tender document
8. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
9. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature of the authorized person at each and every alteration.
10. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
11. The lowest or any tender will not necessarily be accepted, and Lesedi Local Municipality reserves the right to accept a tender in whole or in part.
12. The validity period for this tender is ninety (90) days.
13. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
14. The Municipality reserves the right to appoint and not to appoint.
15. All tender prices must be inclusive of VAT for all registered VAT vendors. The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is Specific goals.
16. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as <https://lesedi-lm.gauteng.gov.za>.



TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD 2

IT IS A CONDITION OF A BID THAT THE TAXES OF THE SUCCESSFUL BIDDER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE BIDDER'S TAX OBLIGATIONS.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia /Joint Ventures /Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

any municipal council;
any provincial legislature; or
the national Assembly or the national Council of provinces;

a member of the board of directors of any municipal entity;
an official of any municipality or municipal entity;
an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES/NO**

.....

.....
 3. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.

.....

.....

.....

* Delete if not applicable
4. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES/NO**
 - 3.1 If yes, furnish particulars

.....

.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.

- 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:

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

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Youth		3		
Woman		5		
Disabled		2		
Black		5		
Sedibeng (District)		3		
Gauteng (Province)		2		
		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims

are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



AUTHORITY FOR SIGNATORY(COMPULSORY)

1. Please note that the sole proprietors or “one-person business” are not required to submit an official and duly signed authority of signatory.
2. Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead: “By resolution of the board of directors passed on _____ 20 _____ Mr. _____ has been duly authorized to sign all documents in connection with the bid for Tender _____ No _____ and any Contract, which may arise there from on behalf of _____ SIGNED ON BEHALF OF THE COMPANY _____ IN HIS CAPACITY AS _____ DATE: _____ SIGNATURE OF SIGNATORY: _____ AS WITNESSES: 1 _____ 2 _____

3. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific goals qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If Specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered

as a result of having to make less favourable arrangements due to such cancellation;
restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
forward the matter for criminal prosecution

WITNESSES

- 1.
- 2.

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

DATE:



MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 been convicted for fraud or corruption during the past five years;
 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 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).

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:		
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

- 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.

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)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

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.

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.

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.

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.

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



GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT GENERAL
CONDITIONS OF CONTRACT JULY 2010

GOVERNMENT PROCUREMENT: GENERAL
CONDITIONS OF CONTRACT
July 2010

THE NATIONAL TREASURY: Republic of South Africa 2

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY:
Republic of South Africa**

General Conditions of Contract

Definitions 1. The following terms shall be interpreted as indicated:

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

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that functional services ancillary to the Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

2.3 Where such special conditions of contract are in conflict with these general conditions,

the special conditions shall apply.

3. General

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

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

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall.

extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

Whichever period concludes earlier, unless specified otherwise.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices**

1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

TENDERS TO BE EVALUATED ON FUNCTIONALITY

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

(2) The evaluation criteria for measuring functionality must be objective. (3) The tender documents must specify-

(a) the evaluation criteria for measuring functionality; the points for each criteria and, if any, each sub-criterion; and the minimum qualifying score for functionality.

(4) The minimum qualifying score for functionality for a tender to be considered further-

must be determined separately for each tender; and may not be so-

low that it may jeopardise the quality of the required goods or services; or high that it is unreasonably restrictive.

(5) Points scored for functionality must be rounded off to the nearest two decimal places.

(6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.

(7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.



TENDER NO.: 01/2024: - TENDER DOCUMENTS FOR THE THE PROVISION OF IMPLEMENTATION OF SPECIALISED TECHNOLOGY AND SPECIALISED INTELLIGENCE SERVICES FOR PROTECTION OF MUNICIPAL ASSETS ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD

1. CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the tender documents, the prices tendered will be considered as being firm and the Council will not under any circumstances, accept, for its account, any increase in the prices tendered during the duration of the contract.

2. CESSION OR ASSIGNMENT

Neither the Council nor the tenderer shall cede or assign a contract for the delivery of goods or the rendering of services or any part thereof or any benefit or interest therein or there under to third parties without the written consent of the other being first had and obtained.

3. PRICE

Prices quoted must include VAT.

SCOPE OF CONTRACT

THE PROVISION OF IMPLEMENTATION OF SPECIALISED TECHNOLOGY AND SPECIALISED INTELLIGENCE SERVICES FOR PROTECTION OF MUNICIPAL ASSETS ON AN AS AND WHEN REQUIRED BASIS FOR A THREE (3) YEAR PERIOD.

1 PURPOSE

To provide full-suite crime information gathering and specialized security operations in order to combat electricity network infrastructure crimes (copper cable theft, and vandalism) as illegal electricity connections (tampering with essential infrastructure) throughout Lesedi electricity network infrastructure.

2 OBJECTIVES

- 2.1. To reduce Lesedi's non-technical losses that are a result of essential infrastructure crimes (cable theft, equipment vandalism) as well as losses that result from the theft of electricity as a product (illegal service connections, meter and billing system tampering).
- 2.2. Efforts to reduce such criminal activity are expected to improve, stabilize and sustain a positive financial position for Lesedi.
- 2.3. To support prosecutorial processes for the comprehensive and successful prosecution of such criminals, aimed at deterring electricity infrastructure crimes within the Lesedi Local Municipality
- 2.4. Undertake information gathering and surveillance security operations on cable theft and vandalism as and when assigned by Lesedi.
- 2.5. Provide and install equipment's suitable to protect the electricity network as and when assigned by Lesedi
- 2.6. To protect the substations against intrusion, unauthorized access, damage to, theft of or tampering with the essential infrastructure crimes
- 2.7. To provide 24/7 security coverage for each substation where systems are installed
- 2.8 To provide daily security status report for each substation where systems are installed

1. Statement of work/ scope

The scope of work includes, but is not limited to, crime information gathering, specialized security operations, provision of equipment's that will be required to protect the network and investigative capacity including to supply, install, monitor, repair, service, maintain and respond to alarm and CCTV systems and further provide armed reaction teams to Lesedi specified substations and switching stations to address the following criminal activities:

1.1. Cable Theft and Equipment Vandalism

- 1.1.1. Undertake information gathering and surveillance security operations on cable theft and vandalism as and when assigned by Lesedi;
- 1.1.2. Identify criminal elements and networks responsible for cable theft and vandalism, including trading, transporting or handling of stolen materials and equipment belonging to Lesedi;
- 1.1.3. Provide actionable crime related information and supporting products and services;
- 1.1.4. Coordinate arrest operations with relevant law enforcement agencies;
- 1.1.5. Provide necessary support services to the criminal justice and prosecutorial processes and / or internal corrective actions;
- 1.1.6. Create and maintain sound and working networks and partnerships with various stakeholders such as SAPS, LTPD, security service providers, adjacent electricity distributors, railway and telecommunication infrastructure providers, community policing forums, crime-watch groups, Ratepayers and Residential associations, business forums, community structures, etc.;
- 1.1.7. Maintain up-to-date Case Management registers or databases containing information gathered during copper cable theft and vandalism crackdown operations;
- 1.1.8. Provide regular reports and trending analysis to Lesedi;
- 1.1.9. Execute any other strategies, tasks and activities as and when necessary, to combat cable theft and vandalism.
- 1.1.10. Provide and install equipments deemed necessary to protect the network

1.2. Illegal Service Connections

- 1.2.1. Undertake crime information gathering and surveillance security operations on illegal connections as and when assigned by Lesedi;
- 1.2.2. Identify criminal elements responsible for illegal connections and their modus operandi;
- 1.2.3. Open SAPS criminal cases on behalf of Lesedi and submit necessary evidence;
- 2.7.1. Coordinate arrest operations with relevant law enforcement agencies; Provide necessary support and services to criminal justice and prosecutorial processes and/ or internal corrective actions;
- 2.7.2. Create and maintain sound and working networks and partnerships with various stakeholders such as SAPS, LTPD, security service providers, community policing forums, crime-watch groups, Ratepayers/ Residential associations, business forums, community structures, etc.;
- 2.7.3. Maintain up-to-date Case Management registers or databases containing information gathered during illegal service connections operations;
- 2.7.4. Provide regular reports and trending analysis;
- 2.7.5. Execute any other strategies, tasks and activities as may be necessary to combat illegal service connections.

2.8. Electricity Theft, Metering and Billing Fraud

- 2.8.1. Undertake crime information gathering and surveillance security operations on metering, billing and vending fraud as and when assigned by Lesedi;
- 2.8.2. Identify criminal elements responsible for metering, billing and vending fraud their modus operandi;
- 2.8.3. Open SAPS criminal cases on behalf of Lesedi and submit necessary evidence.
- 2.8.4. Coordinate arrest operations with relevant law enforcement agencies;
- 2.8.5. Provide necessary support and services to criminal justice and prosecutorial processes and/ or internal corrective actions.
- 2.8.6. Create and maintain sound and working networks and partnerships with various stakeholders such as SAPS, LTPD, security service providers, community policing forums, crime-watch groups, Ratepayers/ Residential associations, business forums, community structures, etc.;
- 2.8.7. Maintain up-to-date Case Management registers or databases containing information gathered during illegal service connections operations;
- 2.8.8. Provide regular reports and trending analysis;
- 2.8.9. Execute any other strategies, tasks and activities as may be necessary to combat metering, billing and vending fraud.

1 EXPECTED DELIVERABLES

It is expected of the successful service provider shall deliver on and track the following:

- 1.1. Actionable crime information reports and/or products monthly.
- 1.2. The number of surveillance operations conducted and outcomes thereof;
- 1.3. The number of cases opened and progress thereof;
- 1.4. The number of arrests effected;
- 1.5. Detailed heat maps of cable theft, vandalism and/ or illegal connection;
- 1.6. Informed strategies and tactics to combat potential crime in identified areas;
- 1.7. Any other deliverable which may be relevant from time to time.

2 METHODOLOGY

Although not exhaustive, the service provider shall provide a business profile and detailed methodology or strategy on how to approach each deliverable/ assignment. Such information shall cover amongst others:

- 2.1. Relevant knowledge and experience in undertaking and successfully executing similar tasks.
- 2.2. List of references where previous and current similar tasks were/are undertaken.

- 2.3. Detailed operational methodology and approach;
- 2.4. Skills profile, qualifications and experience of the service provider officials;
- 2.5. Skills Transfer/ Training plan spelling out skills transfer to internal staff.

3 RESOURCE REQUIREMENTS

Service Providers shall provide a detailed break-down of resources to be utilized in each assignment.

1.1. Major Substations and Direct Inlet Substations

Arm of Protection	Sec1.1rttv Svstem Reo1.1lred	Brief outline of Svstem
Perimeter Fence	• CCTV cameras • Perimeter Intruder Detection Alarms or Svstems	• CCTV cameras shall be of high-quality with dear footages which can be used in a court of law. • The systems shall have Uninterrupted Power Supply (battery capacity) to provide power supply during power outages. • All alarm signals shall be sent to security service provider local security control centre, and armed response officers • The systems shall have capability to transmit alarm signals to Lesedi Security Control Room • The alarm system shall provide dashboard reflecting status of each alarm.
Perimeter Gate	• CCTV cameras • Perimeter Intruder Detection Alarms or Svstems	
Substation Utility Rooms (Transformer Room, Control Room, Switch gear Room, Battery Room, etc)	• Door contact alarms • Intruder Detection Alarms • Pepper-gas alarm system.	

FUNCTIONALITY CRITERIA

EVALUATION ASPECT		
INFRASTRUCTURE & RESOURCES AVAILABLE: Plant & Equipment (Owned, leased or hired)	(a) 2 x Patrol Vehicles (Off-Road Conditions) (b) Service Provider must have access to an airborne service that has a valid Operating certificate from SACAA (South African Civil Aviation Authority) (c) 24-hour operational control, monitoring and dispatch Centre 40 Points	(a) 1 x Patrol Vehicle (Off-road Conditions) (b) Service Provider must have access to an airborne service that has a valid Operating certificate from SACAA (South African Civil Aviation Authority) (c) 24-hour operational control, monitoring and dispatch Centre 20 Points
Financial Ability to execute the contract per Service Area Group – previous annual turnover -amount to be reflected on audited AFS	More than R10 000 000 10 Points	Between R5 000 000 and R10 000 000 5 Points
Essential Infrastructure Criminal Cases Successfully Prosecuted Provide case register not older than 31 December 2015 indicating the following: • Date Crime Reported to SAPS • Nature of crime • Police Station • Case Number • Number of suspects sentenced • Sentence per suspect (If above register is not complete, no points will be awarded. LLM reserve the right to verify the information with the relevant police station. Should the criminal information found to be incorrect, no points will be awarded.)	More than 20 cases 30 Points	Between 20 and 10 cases 15 Points

Key Staffing profile (Indicate names of Operational Manager and Forensic Investigators). Attach the cv, certified copy of identity document/passport & applicable qualifications	(a) 1 x OPERATIONAL MANAGER PER SERVICE GROUP: 1. A recognised and accredited SAQA NQF 5 qualification in Criminal (Theft / Crime Scene) Forensic Investigations 2. PSiRA registered, minimum grade A. (b) MORE THAN 4 CRIMINAL (THEFT/ CRIME SCENE) FORENSIC INVESTIGATORS Minimum requirements: 1. A recognised and accredited SAQA NQF 5 qualification in Criminal (Theft / Crime Scene) Forensic Investigations 2. PSiRA registered, minimum grade C. (c) More than 8 Special Trained Security Guards 1. Minimum Grade 12 or equivalent NQF 4 qualification 2. PSiRA registered, minimum grade C. 3. Firearm Competency	(a) 1 x OPERATIONAL MANAGER PER SERVICE GROUP: 1. A recognised and accredited SAQA NQF 5 qualification in Criminal (Theft / Crime Scene) Forensic Investigations 2. PSiRA registered, minimum grade A. (b) BETWEEN 2 AND 4 CRIMINAL (THEFT/ CRIME SCENE) FORENSIC INVESTIGATORS Minimum requirements: 1. A recognised and accredited SAQA NQF 5 qualification in Criminal (Theft / Crime Scene) Forensic Investigations 2. PSiRA registered, minimum grade C. (c) Between 4 and 8 Special Trained Security Guards 1. Minimum Grade 12 or Equivalent NQF 4 Qualification 2. PSiRA registered, minimum grade C. 3. Firearm Competency
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Relevant Previous Experience (Company Experience - completed contracts)	2 x References: The reference must state the following: - 1. Name, address and contact details of the institution / company you have worked for 2. Name of contract and Contract Number: 3. Duration of the contract. 4. Brief description of the scope of work for the appointed contracts 20 Points	1 x Reference: The reference must state the following: 1. Name, address and contact details of the institution / company you have worked for 2. Name of contract and Contract Number: 3. Duration of the contract. 4. Brief description of the scope of work for the appointed contracts 10 Points
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Only bidders who score 70 points or more on Functionality will be further evaluated on Price and Specific goals.

- The Service Provider must be registered with the Private Security Regulatory Authority (PSIRA). **Proof in the form of a valid signed letter of good standing.**
- Access to an airborne service that has a valid Operating Certificate from **SACAA** (South African Civil Aviation Authority).
Proof in the form of a signed letter and a copy of the certificate.
- Signed letter confirming 24-hour operational control, monitoring and dispatch centre, stating where it is situated (physical address)
- Copy of the PSIRA registration certificate and qualifications with CV of the Operational Manager
- Copy of the PSIRA registration certificate and qualifications with CV of all the Forensic Investigators
- Copy of the PSIRA registration certificate and Firearm Competency of all the Special Trained Security Guards
- Reference letter/s of relevant Previous Experience (Company Experience - completed contracts). The letter must cover the following points: -

1. Name of contract and CONTRACT NUMBER:

2. Duration of the contract.

3. Name of Project Manager.

4. Brief description of the scope of work for the appointed contracts

FAILURE TO MEET THE ABOVE REQUIREMENTS WILL LEAD TO THE BID BEING NON-RESPONSIVE.

4

RESOURCE REQUIREMENTS

(a) Service Providers should take in consideration the geographical layout of the Municipality with the scope of work required. **It is a requirement that bidders shall, upon appointment, provide all requested resources and the quantities.**

(b) The following resources **are a minimum requirement** of the Lesedi Local Municipality:

4.1

STAFF

4.1.1

OPERATIONAL MANAGER

- (a) **General Requirements:** *One (1) x Operational Manager per Service Area Group per full calendar month*, to ensure efficient supervision and operations management of illegal activities on the electrical networks within a specific Service Area Group as a daily requirement.
- (b) **Skills / Experience / Qualifications:** Proven expert managerial experience in the field of security and investigations pertaining to Forensic audit, evaluation and assessment of electrical sites including cable and overhead line networks, substations, electrical enclosures, cable and electrical equipment.
1. A recognised and accredited SAQA NQF 5 qualification in Criminal (Theft/ Crime Scene) Forensic Investigations
 2. PSIRA registered, minimum grade A.
 3. Any further SAQA recognised education in policing / forensics / investigations.
 4. At least three (3) years valid proven workforce management including the controlling and management of operational functions / requirements.
 5. At least three (3) years valid proven conducting risk assessments, evaluations and problem solving
 6. At least three (3) years valid proven theft crime scene investigations working experience (preferably with or for the South African Police Service).
 7. At least three (3) years valid proven experience in crime link analysis.
 8. At least three (3) years valid proven experience in compiling case dockets for court preparation.
 9. At least three (3) years valid proven experience in crime scene management.
 10. At least three (3) years valid proven experience in the collection of crime scene evidence / exhibits.
 11. At least three (3) years valid proven experience in compiling crime scene reports.
 12. At least three (3) years valid proven experience in designing security solutions
 13. Excellent communication skills especially in English (Verbal and Written)
 14. Familiar with criminal legislation, further education in this subject will be beneficial.
 15. The ability to work in a physically demanding and dangerous working environment
 16. The ability to handle pressurized work situations and environments
 17. Valid Code B drivers' licence
- (c) **Key Responsibilities:**
1. Ensure efficient supervision and management of the workforce including the control and management of all operational functions / requirements.
 2. Ensure the 24-hour Control and Monitor Centre is operational and functional
 3. Ensure deployment of required security guards onsite
 4. Attending relevant meetings / gatherings as and when required by the Lesedi Local Municipality
 5. Compiling incident reports and submit reports / information for statistical purposes on a daily basis to the Lesedi Local Municipality

6. Ensures all related crime incidents on the electrical network/ sites are duly recorded, investigated and reported to the nearest Police Station, all case numbers must be forwarded to the Lesedi Local Municipality as soon as possible.
7. Planning and execution of all relevant planned and unplanned Modus Operandi's in co-operation with LLM and the South African Police Service
8. Compile Preventative management solutions to eliminate / reduce theft and vandalism on electrical networks and related infrastructure.
9. Ensure relevant legislation is enforced and adhered to.
10. Conduct Risk Assessments and Evaluations of electrical networks / sites
11. Ensure task instructions are compiled and signed off by all relevant parties
12. Ensure invoices are delivered on time to the responsible delegated official per DBU and / or Corporate Office
13. Display a professional approach at all times

Please do not submit a lengthy CV, just the basic information of the individual on one page and the two (2) supporting documents as requested in total it should only be 3 pages.

4.1.2**CRIMINAL (THEFT/ CRIME SCENE) FORENSIC INVESTIGATOR**

- (a) **General Requirements:** *Minimum Four (4) x Crime Scene Forensic Investigators per Service Area Group per full calendar month*, to ensure efficient operations in the field of security and investigations pertaining to Forensic Audit, evaluation and assessment of electrical sites / infrastructure (cable and overhead line networks, substations, mini- substations, electrical enclosures and all relevant electrical infrastructure) illegal activities which is a daily requirement.

A Task Instruction Should Indicate the Number of Criminal (Theft / Crime Scene) Forensic Investigators Required per Service Area Group depending on the situation / circumstances per DBU (Distribution Business Unit) - Agreement on the quantity should be between the Service Provider, Electricity Department & LLM in writing

(b) **Skills / Experience/ Qualifications:**

3. A recognised and accredited SAQA NQF 5 qualification in Criminal {Theft/ Crime Scene} Forensic Investigations
4. PSiRA registered, minimum grade C.
5. Any further recognised education in policing/ forensics/ investigations.
6. At least three (3) years valid proven theft crime scene investigations working experience (preferably with or for the South African Police Service).
7. At least three (3) years valid proven experience in crime link analysis.
8. At least three (3) years valid proven experience in compiling case dockets for court preparation.
9. At least three (3) years valid proven experience in crime scene management.
10. At least three (3) years valid proven experience in the collection of crime scene evidence / exhibits.
11. At least three (3) years valid proven experience in compiling crime scene reports.
12. Familiar with criminal legislation, further education in this subject will be beneficial.
13. Excellent communication skills especially in English (Verbal and Written)
14. The ability to work in a physically demanding and dangerous working environment
15. The ability to handle pressurized work situations and environments
16. Valid Code B drivers' licence.
17. Display a professional approach at all times

(c) **Key Responsibilities:**

1. Attending relevant meetings/ gatherings as and when required by the Lesedi Local Municipality
2. Forensic investigations of all crime incidents on the electrical network / sites and ensures they are duly recorded, investigated and reported to the nearest Police Station, all case numbers must be forwarded to the Lesedi Local Municipality as soon as possible.
3. Conduct Forensic Audit Assessments of electrical networks / sites

4. Compile crime scene reports and case dockets for court preparation
5. Attending relevant court cases
6. Work hand in hand with LLM on all electrical network crime investigations

Please do not submit a lengthy CV, just the basic information of the individual on one page and the two (2) supporting documents as requested in total it should only be 3 pages.

4.1.3

CRIMINAL (THEFT/ CRIME SCENE) FORENSIC INVESTIGATOR ASSISTANT

- (a) **General Requirements:** *Minimum Six (6) x Crime Scene Forensic Investigator Assistants per Service Area Group per full calendar month*, to ensure efficient operations in the field of security and investigations pertaining to Forensic Audit, evaluation and assessment of electrical sites / infrastructure (cable and overhead line networks, substations, mini- substations, electrical enclosures and all relevant electrical infrastructure illegal activities which is a daily requirement.

A Task Instruction Should Indicate the Number of Criminal (Theft / Crime Scene) Forensic Investigator Assistants Required per Service Area Group depending on the situation / circumstances per DBU (Distribution Business Unit) - Agreement on the quantity should be between the Service Provider, Electricity Department & LLM in writing

(b) **Skills/ Experience/ Qualifications:**

1. Minimum Grade 12 or Equivalent NQF 4 qualification
2. PSiRA registered, minimum grade C.
3. Firearm Competency
4. Any further recognised education in policing /forensics/ investigations.
5. At least three (3) years valid proven assistance in theft crime scene investigations working experience
6. At least three (3) years valid proven experience assisting in compiling case dockets for court preparation.
7. At least three (3) years valid proven experience in assisting of the collection of crime scene evidence / exhibits.
8. At least three (3) years valid proven experience in assisting to compile crime scene reports.
9. The ability to work in a physically demanding and dangerous working environment
10. The ability to handle pressurized work situations and environments
11. Excellent communication skills especially in English (Verbal and Written)
12. Valid Code B drivers' licence.

(c) Key Responsibilities:

1. Attending relevant meetings/ gatherings as and when required by the Lesedi Local Municipality
2. Assisting the Crime Scene Forensic Investigators on all crime incidents on the electrical network / sites.
3. Conduct investigations into suspect scrap metal dealers
4. Attend to all electrical crime scene incidents
5. Responsible for cable route and overhead line patrols
6. Responsible for supervision over guards
7. Attending relevant court cases
8. Work hand in hand with LLM on all electrical network crime investigations
9. Display a professional approach at all times

4.1.4

SPECIAL TRAINED SECURITY GUARDING STAFF

- (a) **General Requirements:** The Task Instruction Should Indicate the Number of Guards Required for planned / known situations depending on the need per DBU (Distribution Business Unit) - Agreement on the quantity should be between the Service Provider, Electricity Department in writing) Additional Guards beside from the Task Instruction are for unplanned / unknown situations and prior permission is required before placement of these guards from the relevant LESEDI LOCAL MUNICIPALITY DBU authorised official normally the Chief Area Engineers. **Armed and un-armed guards might be required.**

NOTE: There will be situations where a substantial number of guards are required and service providers should be able to provide the requirement number of guards of those situations.

(b) **Skills/ Experience/ Qualifications:**

1. Minimum Grade 12 or equivalent NQF 4 qualification
2. PSIRA registered, minimum grade C.
3. Firearm Competency
4. At least two (2) years valid proven access control working experience
5. At least three (2) years valid proven experience in asset protection guarding.
6. At least three (2) years valid proven experience in assisting in crime scene investigations.
7. At least three (2) years valid proven experience in assisting to compile crime scene reports.
8. Excellent communication skills especially in English (Verbal and Written)
9. The ability to work in a physically demanding and dangerous working environment

10. The ability to handle pressurized work situations and environments

11. Self-motivated

12. Trustworthy and punctual

(c) **Key Responsibilities:**

1. **Safeguarding on an ad hoc basis the following:** electrical equipment, cable installations, buildings, material / spares etc. pertaining to the Electrical Network and infrastructure
2. Communicating and reporting to the 24-hour Control and Monitoring Centre
3. Keeping the OB (Occurrence Book) up to date
4. Attend to electrical crime scene incidents
5. Responsible for cable route and overhead line foot patrols
6. Observing/ identifying and reporting of suspicious illegal activities
7. Attending relevant court cases &
8. Display a professional approach at all times.

4.1.5	SPECIAL TRAINED ARMED RESPONSE TEAMS
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|---|
| (a) Basic Requirement: This is staff required as and when in a specific DBU to react in the shortest possible time to any intruder alarm |
| (b) Lesedi Local Municipality requirements: Immediate reaction is required when an intruder alarm is triggered from any premises or electrical enclosure of the Lesedi Local Municipality who is under the service provider's monitoring system. |

4.1.6	CALL/ CONTROL/ MONITOR/ DISPATCH CENTRE OPERATORS
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- | |
|--|
| (a) Basic Job Requirement / Experience Required: There shall be a minimum of per Call / Control / Monitor / Dispatch Centre for each SERVICE AREA GROUP . It is a requirement that there will be sufficient staff to operate the centralised Service Provider Call / Control / Dispatch Centre on a 24-hour basis for a specific SERVICE AREA GROUP. Operator/s should be available on a 24-hour basis to arm and disarm alarms and most importantly monitor all alarm and CCTV systems and immediately react and dispatch relevant staff in the field to attend to certain situations where alarms are triggered. |
| (b) Lesedi Local Municipality requirements: Immediate reaction is required when an intruder alarm is triggered from any premises or electrical enclosure of the Lesedi Local Municipality or / and CCTV Systems. A minimum of 1 dedicated Operator per SERVICE AREA GROUP, per 8-hour shift must be on duty at any given time. |
| (c) The Task Instruction Should Indicate the Number of Call Centre Operators Required depending on the situation per DBU (Distribution Business Unit) - Agreement on the quantity should be between the Service Provider, Electricity Department & LLM in writing |

4.2	TRANSPORT
4.2.1	LAND VEHICLES
(a) Suitable vehicles for road and semi off-road conditions to transport staff and to be utilized for crime scene investigations and patrol routes. (b) Vehicles to be fitted with satellite tracking systems as to centralize the management of operations	
4.2.2	ACCESS TO AIR SUPPORT SERVICES
(a) Properly equipped air support to guide ground teams during day and night operations, the emphasis being on night / early morning operations when most of the crimes are committed. Night vision equipment should be on flight. (b) An airborne service that has a valid Air Service License from the Department of Transport. (c) An airborne service that has a valid Operating certificate from SACAA (d) A helicopter equipped with a fully integrated Gyro Stabilised Camera System", giving both day and night (Forward Looking Infra-red/ Thermal) capability. (e) A helicopter equipped with a Radio Altimeter for safe night time operations outside of built up areas. (f) A helicopter fitted with a FM radio for dedicated Air- to- Ground communications. (g) A helicopter fitted with Aviation certified tracking system for route verification and route tracking. (h) Aviation personnel trained for specialised night operations and that are familiar with the requirements of the tenderer. (i) Aviation manpower and equipment levels with the ability to sustain continuous <i>day</i> and night operations for a minimum period of seven consecutive days as and when required. (j) Operations centre equipped with domestic living quarters in order that air crew are able to do 24 hour standby duties as and when required.	
4.3	INTERNAL SERVICE PROVIDER'S COMMUNICATION
(a) Service Providers are responsible for adequate communication to execute their duties successfully without <i>any</i> delays or excuses (b) Minimum Communication devices will include but not limited to cellular phones, landlines, two-way radios etc.	
5	ILLEGAL ELECTRICITY CONNECTIONS
(a) Service Providers will be requested to investigate illegal electricity connections and / or where customers tamper illegally with their electricity connection, reports need to be compiled after the investigation with an action plan in terms of the remedial to correct the situation including follow up plans to prevent a similar occurrence. (b) Service Providers will be requested in conjunction with LLM and SA Police Services to be part of actions where illegal connections are removed which will include the protection of <i>staff</i> removing the connections.	

(c) It is vital that regular follow-up patrols been conducted in the areas where illegal connections were removed	
(d) Patrolling and monitoring of areas to prevent reconnection of illegal connections and the possible convection of perpetrators participating in such activities.	
6	CABLE/ CONDUCTOR ROUTES PATROLLING
(a) There are several underground cable and overhead conductor patrol routes that need to be patrolled on a daily basis to ensure that as far as possible no criminal activities occur. Experience has learned that these routes must be patrolled daily to be preventative and to ensure as far as possible a firm service to the customers of Lesedi Local Municipality.	
(b) The rate for patrolling shall include the vehicle utilization cost and the man power per vehicle per patrolling shift.	
(c) The frequency of patrols per cable/ overhead conductor route will be determined per DBU.	
(d) The appointed service provider will be held responsible for any lost/ damage occurred on agreed patrolled routes relating to any theft/ vandalism incidents.	
(e) The Task Instruction Should Indicate the Number of patrol routes, distance per route and how many times per 24 hour it has been patrolled. Agreement on the quantity should be between the Service Provider, Electricity Department & LLM in writing.	
7	TECHNICAL EQUIPMENT
(a) Sophisticated camera equipment to monitor targeted areas	
(b) Night vision apparatus to operate at night to detect activities in remote areas	
(c) Sophisticated mobile anti-tamper alarm units to be installed on identified materials and equipment for the purpose of an early warning system	
(d) Safety equipment such as bullet proof vests, firearms	
(e) Proper communication systems (Landlines, Cellular Phones & Two-way Radios)	
(f) Pepper gas alarm systems including perimeter equipment protection	
(g) CCTV systems with latest surveillance cameras	
(h) Early Warning systems for cable, conductor and pole theft/ vandalism	
(i) Asset and vehicle tracking systems (Service Provider's own vehicles, tracking system to be utilised for payments)	
U) Any other extra technical equipment not mentioned above	

8	CALL/ CONTROL/ MONITORING/ DISPATCH CENTRE
(a) 24 Hour manned Operational Control/ Call Centre. (b) Sophisticated electronic equipment should be used in the Control / Call Centre to monitor installed alarms / camera equipment, manage operational vehicles and co-ordinate operations. (c) <u>Control/ Call Centre should be situated in such an area that it is possible to communicate via a two-way radio anywhere in</u>	

the LESEDI LOCAL Municipality's boundary. LESEDI LOCAL MUNICIPALITY employees must be able to communicate with the Control/ Call Centre via two way radio communication. LESEDI LOCAL MUNICIPALITY will provide the basis radios for this communication but it is the bidder's responsibility to install these radios in their Control/ Call Centre.

- (d) The Control / Call Centre shall also be available for the public on a 24h/ 365-day basis to report any criminal activities or suspected criminal activities regarding electrical cable and equipment. This service must preferably be provided on a toll free hot line number.
- (e) All calls to and from the Call Centre must be recorded on a secured electronic data base system and stored for a minimum period of three years.

9	RESPONDING TO ELECTRICAL ENCLOSURE ALARMS/ ALERTS
(a) LESEDI LOCAL MUNICIPALITY has thousands of electrical enclosures installed, Lesedi Local Municipality is in the process to standardise and to implement a decent access control and monitor management system. (b) There are sensors (Vibration & Door Proximity) installed in some of the enclosures and Lesedi Local Municipality is in the process to roll-out a process to have all enclosures fitted with electronically activated locking devices and sensors over the next few years. (c) Service Providers will be install the latest technology available in the market, for access control and monitoring of all their electrical enclosures. It has not yet been concluded at this stage how the enclosures will form part of the bigger part of the Electricity Network Security Network Scheme. (d) The Service Provider will only be responsible to respond and attend to Forced Entry alarms received from the enclosures, it will also be a requirement that these alarms can be diverted to the Service Provider's Control & Monitor Centre to ensure alarms are received on a 24 hour a day basis and that the necessary reaction teams can respond in the shortest possible time. (e) Reaction time should be less than 30minutes to possibly catch the criminals in action and apprehend them with the assistance of SAPS. (D) Service Providers are not responsible for the control and monitoring of enclosures where their own equipment is not installed, the only request is to react / respond on alarm conditions received from the enclosures where 3rd party systems are installed, this will also assist Lesedi Local Municipality in protecting their assets in these enclosures and protecting it from vandalism and theft.	

10	ALARM SYSTEMS FOR SUBSTATIONS/ BUILDINGS AND MINIATURE SUBSTATIONS
(a) All installed equipment that is monitored must be indicated on the monthly Task Instruction Form (b) All wireless communication systems / devices shall comply with ICASA (Independent Communication Authority of South Africa) regulations and requirements. (c) Only ICASA Type-Test Approval equipment/ devices/ systems will be used for all wireless communication requirements (d) The Electrical Department has adopted only hard wired alarm systems as their preferred installation option, wireless alarm systems need to be replaced as and when required with hard wired systems	
10.1	PEPPER SPRAY ALARM SYSTEMS- SUBSTATIONS AND MINIATURE SUBSTATIONS
10.1.1	MAIN CONTROL UNIT ENCLOSURE (MINIMUM REQUIREMENTS)
(a) The enclosure has a minimum rating of an IP54 (Only used indoors) (b) It is made from poly-carbonate material	

These rates are for evaluation purposes only, quantities will be based on as and when the need arises and when funds permit.

1	STAFF				
ITEM	DESCRIPTION	UNIT OF MEASURE FOR PAYMENT	QUANTITY	RATE (EXCL. VAT)	TOTAL (EXCL. VAT)
			A	B	A x B
1,1	Operational Manager	Monthly	36 Months		
1,2	Crime / Theft Forensic Investigator	Monthly	36 Months		
1,3	Forensic Investigator Assistant	Monthly	36 Months		
1,4	24-hour Control Centre Operator	Monthly	36 Months		
1,5	Guard – Unarmed	Per Hour	25 000 hrs		
1,6	Guard – Armed	Per Hour	25 000 hrs		
1,7	Armed response guard / team	Per Hour	30 hrs		
1,8	Informant	Per Hour	2 920 hrs		
TOTAL FOR ENTIRE SECTION 1 (STAFF REQUIREMENTS) - CARRIED OVER TO SUMMARY PAGE					
2	TRANSPORT				
2,1	PLANNED CABLE ROUTE AND OVERHEAD CONDUCTOR PATROLS				
2.1.1	1 TON LDV	Per km	65 000 km		
2.1.2	4x4 1 TON LDV	Per km	2 500 km		
2.1.3	Normal LDV (Sedan) Less than 1 Ton	Per km	20 000 km		
2.1.4	Quad Bike (400CC MINIMUM)	Per km	950 km		
2,2	AIR TRANSPORT				

2.2.1	Air Transport	Per Hour	35 hrs		
TOTAL FOR ENTIRE SECTION 2 (TRANSPORT) - CARRIED OVER TO SUMMARY PAGE					
3	ELECTRICAL ILLEGAL / TAMPERING OPERATIONS				
3,1	ELECTRICAL ILLEGAL CONNECTION INVESTIGATIONS				
3.1.1	To investigate one illegal connection	1	75		
3.1.2	To investigate a group of 1 – 100	1-100	50		
3.1.3	To investigate a group of 101 – 200	101-200	50		
3,2	ILLEGAL CONNECTION REMOVAL OPERATIONS				
3.2.1	Execution of 1 - 100 illegal removals	1-100	15		
3.2.2	Execution of 101 - 200 illegal removals	101-200	15		
3.2.3	Execution of 201 - 300 illegal removals	201-300	15		
3.2.4	Execution of 301 - 400 illegal removals	301-400	15		
3.2.5	Execution of 401 - 500 illegal removals	401-500	15		
3,3	FOLLOW UP PATROLS AFTER ILLEGAL CONNECTION REMOVAL OPERATIONS				
3.3.1	To patrol and monitor 50-100	Per Hour	35 hrs		
3.3.2	To patrol and monitor 100-200	Per Hour	35 hrs		
3.3.3	To patrol and monitor 200-300	Per Hour	35 hrs		
3.3.4	To patrol and monitor 300-400	Per Hour	35 hrs		
3.3.5	To patrol and monitor 400-500	Per Hour	35 hrs		
TOTAL FOR ENTIRE SECTION 3 (ELECTRICAL ILLEGAL CONNECTIONS) - CARRIED OVER TO SUMMARY PAGE					

4	SUPPLY, INSTALLATION, MAINTENANCE, REPAIRS AND MONITORING OF ALARM SYSTEMS				
4.1	COMPLETE STAND-ALONE DUAL COMMUNICATION BASED PEPPER GAS ALARM SYSTEMS				
4.1.1	COMPLETE 24 ZONE STAND-ALONE PEPPER GAS ALARM UNIT (12 ZONES HARD WIRED AND 12 ZONES WIRELESS)				
4.1.1.1	Supply	Per system	20		
4.1.1.2	Install and commission	Per system	20		
4.1.2	MONITORING AND CONTROLLING OF BUILDING ALARM SYSTEMS				
4.1.2.1	Monitor and control	Per system	50		
4.1.3	REPAIRS AND MAINTENANCE OF BUILDING ALARM SYSTEMS				
4.1.3.1	Inspect, test and clean	Per system	50		
4.1.3.2	Supply+Install 1 x 12Volt/7.2AH LiFeP04	Per battery	5		
4.1.3.3	Supply+Install one PCB Device Board	Per Main PCB	5		
4.1.3.4	Supply+Install one Alarm Panel PCB	Per Alarm PCB	5		
4.1.3.5	Supply+Install one Control Enclosure	Per enclosure	5		
4.1.3.6	Supply+Install one 5A Switch PSU	Per PSU	5		
4.1.3.7	Supply+Install one Gas Slave Unit	Per Gas Unit	15		
4.1.3.8	Supply+Install one pepper canister	Per canister	5		
4.1.3.9	Supply+Install one Coms Module	Per Module	5		
4.2	INDOOR ALARM EQUIPMENT ACCESSORIES				
4.2.1	WIRED PASSIVE INFRARED INDOOR SENSOR WITH DUAL TECHNOLOGY DETECTION AND ANTI-MASKING				
4.2.1.1	Supply One sensor	Per sensor	15		

4.2.1.2	Install One sensor	Per sensor	15		
4.2.2	WIRED DOOR SWITCH SENSOR				
4.2.2.1	Supply One wired door switch sensor	Per sensor	15		
4.2.2.2	Install One door switch sensor	Per sensor	15		
4.2.3.	WIRED WINDOW SWITCH SENSOR				
4.2.3.1	Supply One wired window switch sensor	Per sensor	15		
4.2.3.2	Install One window switch sensor	Per sensor	15		
4.3	OUTDOOR ALARM EQUIPMENT ACCESSORIES				
4.3.1	WIRED PASSIVE INFRARED OUTDOOR SENSOR - 11M x 90° VIEWING ANGLE				
4.3.1.1	Supply One sensor	Per sensor	15		
4.3.1.2	Install One sensor	Per sensor	15		
4.3.2	WIRED PASSIVE INFRARED OUTDOOR SENSOR - VERTICAL CURTAIN TYPE: 13M x 2 BEAMS, 5.64° VIEWING ANGLE				
4.3.2.1	Supply One sensor	Per sensor	15		
4.3.2.2	Install One sensor	Per sensor	15		
4.3.3	WIRED PASSIVE INFRARED OUTDOOR SENSOR - VERTICAL CURTAIN TYPE: 35M x 2 BEAMS, 5.64° VIEWING ANGLE				
4.3.3.1	Supply One sensor	Per sensor	15		
4.3.3.2	Install One sensor	Per sensor	15		
4.3.4	WIRED PASSIVE INFRARED OUTDOOR SENSOR - VERTICAL CURTAIN TYPE: 70M x 2 BEAMS, 5.64° VIEWING ANGLE				
4.3.4.1	Supply One sensor	Per sensor	15		
4.3.4.2	Install One sensor	Per sensor	15		
4.3.5	WIRED INFRARED OUTDOOR QUAD DETECTION BEAM WITH FALSE ALARM PROTECTION: 100M DETECTION RANGE				

4.3.5.1	Supply One 100M Outdoor Beam	Per beam	10		
4.3.5.2	Install One beam	Per beam	10		
4.3.6	WIRED INFRARED OUTDOOR QUAD DETECTION BEAM WITH FALSE ALARM PROTECTION: 75M DETECTION RANGE				
4.3.6.1	Supply One 75M Outdoor Beam	Per beam	10		
4.3.6.2	Install One beam	Per beam	10		
4.3.7	WIRED INFRARED OUTDOOR QUAD DETECTION BEAM WITH FALSE ALARM PROTECTION: 50M DETECTION RANGE				
4.3.7.1	Supply One 50M Outdoor Beam	Per beam	15		
4.3.7.2	Install One beam	Per beam	15		
4.3.8	WIRED INFRARED OUTDOOR <i>STRIP BARRIER BEAM</i> WITH FALSE ALARM PROTECTION: 0-50M DETECTION RANGE				
4.3.8.1	Supply One 0-50M Beam	Per beam	25		
4.3.8.2	Install One 0-50M Strip Beam	Per beam	25		
4.4	INTEGRATION OF STAND-ALONE EQUIPMENT				
4.4.1	To integrate One electric fence	Per system	5		
4.4.2	To integrate one perimeter beam	Per beam	10		
4.5	COMPLETE STAND-ALONE PEPPER GAS ALARM SYSTEMS				
4.5.1	COMPLETE STAND-ALONE PEPPER GAS ALARM UNIT				
4.5.1.1	Supply	Per system	25		
4.5.1.2	Install and commission	Per system	25		
4.5.2	MONITORING AND CONTROLLING OF ALARM SYSTEMS				
4.5.2.1	Monitor and control	Per system	25		
4.5.3	REPAIRS AND MAINTENANCE OF ALARM SYSTEMS				

4.5.3.1	Inspect, test and clean	Per system	50		
4.5.3.2	Supply+Install 1 x 12Volt / 7.2AH Lead Gel	Per battery	15		
4.5.3.3	Supply+Install 1 x 12Volt/7.2AH LiFeP04	Per battery	5		
4.5.3.4	Supply+Install one PCB Device Board	Per Main PCB	5		
4.5.3.5	Supply+Install one Alarm Panel PCB	Per Alarm PCB	5		
4.5.3.6	Supply+Install one Control Enclosure	Per enclosure	5		
4.5.3.7	Supply+Install one 5A Switch PSU	Per PSU	10		
4.5.3.8	Supply+Install one Gas Slave Unit	Per Unit	15		
4.5.3.9	Supply+Install one pepper canister	Per canister	5		
4.5.3.10	Supply+Install one Coms Module	Per Module	5		
4.5.4	HARDWARE FOR ALARM SYSTEMS				
4.5.4.1	CAT 6 FTP CABLE				
4.5.4.1.1	Supply one metre CAT 6	Per metre (m)	4500		
4.5.4.2	MULTI-CORE COPPER ALARM CABLE MINIMUM 0.25mm² WHITE				
4.5.4.2.1	Supply one metre of 0.25mm ² White 8 Core	Per metre (m)	2500		
4.5.4.2.2	Supply one metre of 0.25mm ² White 12 Core	Per metre (m)	2500		
4.5.4.2.3	Supply one metre of 0.25mm ² White 16 Core	Per metre (m)	2500		
4.5.4.2.4	Supply one metre of 0.25mm ² White 24 Core	Per metre (m)	2500		
4.5.4.2.5	Install one metre of cable Overhead	Per metre (m)	5750		
4.5.4.2.6	Install 1 metre of cable Underground	Per metre (m)	5750		
4.5.4.3	DUCTING				

4.5.4.3.1	Supply one metre 25mm PVC	Per metre (m)	1500		
4.5.4.3.2	Supply one metre 32mm PVC	Per metre (m)	1500		
4.5.4.3.3	Supply one metre 50mm PVC	Per metre (m)	1500		
4.5.4.3.4	Install one metre PVC	Per metre (m)	4500		
4.5.4.3.5	Supply one metre 32mm HDPE	Per metre (m)	750		
4.5.4.3.6	Install one metre 32mm HDPE	Per metre (m)	750		
4.5.4.3.7	Supply one metre 50mm HDPE	Per metre (m)	750		
4.5.4.3.8	Install one metre 50mm HDPE	Per metre (m)	750		
4.5.4.4	EQUIPMENT MOUNTING POLES				
4.5.4.4.1	Supply one metre pole 2mm	Per metre (m)	750		
4.5.4.4.2	Supply one metre pole 3mm	Per metre (m)	225		
4.5.4.4.3	Install one pole	Per Installation	975		
TOTAL FOR ENTIRE SECTION 4 (SUBSTATION / BUILDING ALARM EQUIPMENT) - CARRIED OVER TO SUMMARY PAGE					
5	SURVEILLANCE / CCTV SYSTEMS				
5,1	To integrate one Surveillance System	Per Integration	50		
5,2	Monitor and Control one	Per System	80		
TOTAL FOR ENTIRE SECTION 5 (SURVEILLANCE SYSTEMS) - CARRIED OVER TO SUMMARY PAGE					
6	ALARM / ALERT SYSTEMS FOR UNDERGROUND CABLES, OVERHEAD CONDUCTORS, POLES AND PYLONS				
6,1	VIBRATION AND TILT SENSOR COMBINATION (ACCELEROMETER) FOR UNDERGROUND APPLICATIONS				

6.1.1	Supply one accelerometer sensor	Per Sensor	4500		
6.1.2	Install one accelerometer sensor	Per Sensor	4500		
6.1.3	Supply one galvanised frame	Per Frame	4500		
6.1.4	Install one galvanised frame	Per Frame	4500		
6,2	VIBRATION AND TILT SENSOR COMBINATION (ACCELEROMETER) FOR ABOVE GROUND APPLICATIONS				
6.2.1	Supply one sensor poles/pylons	Per Sensor	4500		
6.2.2	Install one sensor poles/pylons	Per Sensor	4500		
6.2.3	Supply one sensor overheads	Per Sensor	1000		
6.2.4	Install one sensor overheads	Per Sensor	1000		
6,3	MONITORING OF INSTALLED VIBRATION AND TILT SENSOR COMBINATION				
6.3.1	Monitor and Control	Per Sensor	9000		
6,4	SECONDARY ALARM EQUIPMENT FOR CABLE AND OVERHEAD CONDUCTORS				
6.4.1	Supply one	Per System	100		
6.4.2	Install one	Per System	100		
6.4.3	Monitor and Control	Per System	100		
TOTAL FOR ENTIRE SECTION 6 (ALERT / ALARM SYSTEMS) – CARRIED OVER TO SUMMARY PAGE					
7	SUPPLY, INSTALLATION, MAINTENANCE, REPAIRS AND MONITORING OF TEMPORARY (RENTED) ALARM EQUIPMENT				
7,1	TEMPORARY (RENTED) ALARM EQUIPMENT FOR CONDUCTOR AND CABLE THEFT ON UNDERGROUND NETWORKS				
7.1.1	Supply one	Per System	10		
7.1.2	Install one	Per System	10		

7.1.3	Monitor and Control	per Day	10		
7,2	TEMPORARY (RENTED) ALARM EQUIPMENT FOR CONDUCTOR AND CABLE THEFT ON OVERHEAD NETWORKS				
7.2.1	Supply one	Per System	10		
7.2.2	Install one	Per System	10		
7.2.3	Monitor and Control	per Day	10		
7,3	TEMPORARY (RENTED) ALARM EQUIPMENT FOR TRANSFORMERS, MINI-SUBS AND OTHER EQUIPMENT				
7.3.1	Supply one	Per System	5		
7.3.2	Install one	Per System	5		
7.3.3	Monitor and Control	per Day	5		
TOTAL FOR ENTIRE SECTION 7 (TEMPORARY / RENTED EQUIPMENT) - CARRIED OVER TO SUMMARY PAGE					
8	RESPONDING TO ELECTRICAL ENCLOSURE ALARMS				
8,1	RESPOND AND ATTEND TO A FORCED ENTRY ALARM RECEIVED FROM AN ENCLOSURE				
8.1.1	Respond and attend Alarm	Per Alarm	100		
TOTAL FOR ENTIRE SECTION 8 (RESPOND TO ALARMS FROM ENCLOSURES) – CARRIED OVER TO SUMMARY PAGE					
9	CIVIL WORKS TO COMPLETE ALARM SYSTEM INSTALLATIONS				
9,1	EXCAVATIONS - TRENCHES AND HOLES				
9.1.1	General Soil Conditions	Per Cubic	7 500m ³		
9.1.2	Compacted Soil Conditions	Per Cubic	5 500m ³		
9.1.3	Soft Rock	Per Cubic	1 500m ³		

9.1.4	Hard Rock	Per Cubic	25m ³		
9,2	BACKFILL AND COMPACTION - TRENCHES AND HOLES				
9.2.1	General / Compacted Soil Areas	Per Cubic	13 000m ³		
9.2.2	Soft Rock Areas	Per Cubic	1 500m ³		
9.2.3	Hard Rock Areas	Per Cubic	25m ³		
9.2.4	Provide imported soil	Per Cubic	500m ³		
9,3	BREAKING OF SURFACES				
9.3.1	Cutting and removal of existing Tarmac	Per (m ²)	150m ²		
9.3.2	Breaking and removal of existing concrete (50mm thick layer)	Per (m ²)	150m ²		
9.3.3	Lifting of existing paving	Per (m ²)	150m ²		
9,4	RE-INSTATEMENT OF SURFACES				
9.4.1	Re-instatement of Tar Road Surface	Per (m ²)	150m ²		
9.4.2	Re-instatement of concrete surfaces (50mm thick layers)	Per (m ²)	150m ²		
9.4.3	Re-instatement of paving	Per (m ²)	150m ²		
TOTAL FOR ENTIRE SECTION 9 (CIVIL WORKS) - CARRIED OVER TO SUMMARY PAGE					

SUMMARY PAGE

Description	Total Rate
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	
Section 8	
Section 9	
Total	
VAT	
Grand Total	
The tenderer shall enter an applicable rate in the Rate Column of the Schedule of Quantities for each scheduled item. He shall also enter an applicable sum for each list and calculate the Grand Total. Rate only tender will not be accepted. Should the Schedule not be completed in the manner herein specified, the tender will be rejected. Unit prices quoted in the Schedule of Quantities must include for such small installation materials as are required for the complete installation in accordance with the Specifications	

Bids must remain valid for ninety (90) days after the submission date.

Signature of the tenderer.....

N.B: Bids must remain valid for ninety (90) days after the submission date.

TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED

THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT A MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS OR VALID LEASE AGREEMENT WHICH IS ON THE NAME OF THE ENTITY. IF THE DIRECTOR IS LEASING, THEY MUST ALSO PROVIDE A VALID LEASE AGREEMENT ON THEIR NAMES.

- IF THE BUSINESS OPERATES FROM THE DIFFERENT ADDRESS AS PER CIPC DOCUMENT, AFFIDAVIT MUST BE PROVIDED.

ATTACH PROOF OF JOINT VENTURE AGREEMENT

BIDDER MUST ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION FULL REPORT.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate if applicable.		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	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, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
7.	All pages requiring information have been completed in full and in black ink.		
8.	No pages removed from the tender document		
9.	The pricing schedule has been signed.		
10.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
11.	JV agreement has been attached and signed (if applicable)		
12.	Bidder must attach the Central Supplier Database (CSD) registration full report.		
13.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		

14.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name		
15.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- **No communication with Lesedi Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**
- **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**