



CONTRACT NUMBER: MUN001/2022

PROJECT DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY FOR A PERIOD OF 3 YEARS FROM THE DATE OF APPOINTMENT.

CLOSING DATE: 19 SEPTEMBER 2022	CLOSING TIME: 12H00
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NAME OF BIDDER*

ADDRESS*
.....
.....

TEL NUMBER*

FAX NUMBER*

CSD DATABASE REG NO*

TENDER AMOUNT, INCL VAT* R
(* TO BE COMPLETED BY BIDDER)

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INVITATION TO BID

DIHLABENG LOCAL MUNICIPALITY

Suitable offers are hereby invited for the following bids:

Bid Name	Proposal No.	Compulsory Briefing Session	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
Appointment of a service provider for provision of physical security for a period of three (03) years from the date of appointment.	MUN001/2022	N/A	Bids will be evaluated on: • Stage 1: Responsiveness • Stage 2: Functionality • Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points) • Stage 4: Risk Analysis	19/09/2022	Miss DU Sehlabaka Tel.: 058 303 5732 dipuos@dihlabeng.co.za

Bid documents for **MUN001D/2022** will be available from 12:00 on 26/08/2022 upon payment of a cash non-refundable document fee of R1 000, 00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, and 9700.

Please note that tender document can also be accessed/downloaded for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/strategic-documents-bid-documents>, and on eTender Portal.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the date stipulated above.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

The compulsory documents stated in the document must be submitted together with the Bid Document

With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>.

Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.

Everyone, Every Household, Every Entity - A Testimonial of our Excellent Service!



9 Muller Street East
P.O. Box 551
BETHLEHEM
9700

www.dihlabeng.gov.za
MUNICIPAL MANAGER
Mr BP MOLATSELI

SECTION 1.2: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF DIHLABENG

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIHLABENG LOCAL MUNICIPALITY					
BID NUMBER:	MUN001/2022	CLOSING DATE:	19 September 2022	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY FOR A PERIOD OF 3 YEARS FROM THE DATE OF APPOINTMENT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

9 MULLER STREET EAST					
BETHLEHEM					
9701					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐ A REGISTERED AUDITOR NAME:			
[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 BELOW]
SIGNATURE OF BIDDER		DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. Resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DIHLABENG LOCAL MUNICIPALITY	CONTACT PERSON	
CONTACT PERSON	Ms Dipuo Sehlabaka	TELEPHONE NUMBER	
TELEPHONE NUMBER	058 303 5732	FACSIMILE NUMBER	
FACSIMILE NUMBER	058 303 4703	E-MAIL ADDRESS	
E-MAIL ADDRESS	dipuos@dihlabeng.co.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE TYPED) OR ONLINE
- 1.3 BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4 WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUBCONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1 IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2 DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4 DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SECTION 1.3: TENDER CONDITIONS AND INFORMATION

1. General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

3. Validity Period

Bids shall remain valid for one hundred and eighty (180) days after the tender closure date.

4. Cost of Tender Documents

Tender documents are available for free on the Municipality website.

5. Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

6. Completion of Tender Documents

- (a) The original tender document must be completed full in black ink and signed by the authorised signatory to validate the tender. Section 4: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender application.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. Other Documentation

8. Construction Industry Development Board (CIDB) (If applicable)

When applicable, a copy of the bidder's registration with the CIDB must be included with the tender.

8.1 Municipal Rates, Taxes and Charges

Proof of payment of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Landlord, in the case where the bidder is leasing the premises occupied, a copy of valid Lease Agreement must be attached.

9. **Authorised Signatory**

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

10. **Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

11. **Samples**

Samples, if requested, are to be provided to the Municipality with the tender document.

12. **Quantities of Specific Items**

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

13. **Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two envelope system is specified, clearly marked with the tender number, title as well as closing date and time and place in the **tender box on the Ground floor at the Municipality by not later than 12:00 on the 19 September 2022.**

(b) **Faxed, e-mailed and late tenders will not be accepted.** Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

14. **Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

15. **Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Dihlabeng Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Dihlabeng Municipality, it should do so in writing to the Dihlabeng Municipality. Any effort by the firm to influence the Dihlabeng Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

16. Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

17. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

18. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

19. Contract

The successful bidder will be expected to sign a Service Level Agreement. The tender document together with the signed Service Level Agreement, will constitute the full agreement between the Municipality and the successful bidder.

20. Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

21. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

22. Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

23. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

24. Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system.

- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

25. **Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms Dipuo Sehlabaka at telephone (058) 303-5732 or by e-mail to dipuos@dihlabeng.co.za

SECTION 1.4: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 **“Corrupt activities”** means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004).
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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.
- 1.12 **“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.
- 1.13 **“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.
- 1.14 **“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.
- 1.15 **“GCC”** means the General Conditions of Contract.
- 1.16 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.18 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, and maintenance, and other such obligations of the supplier covered under the contract.
- 1.26 **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27 **“Tort”** means in breach of contract.
- 1.28 **“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.
- 1.29 **“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 non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. **Standards**

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

5. **Use of contract documents and information inspection**

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

contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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
- (d) 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any 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 20% 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 situate 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction?
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction;
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable 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 to the supplier for goods delivered and/or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/ or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 1.5: SPECIAL CONDITIONS OF CONTRACT

1. Introduction

The Dihlabeng Local Municipality wishes to enter into a contract with a suitable Service Provider for the Provision of Physical Security Service (Guarding and Access Control) to various Council Buildings and Premises for a period of three (3) years, from date of appointment.

Bidders must bid on both sections A and B.

The required services will include safeguarding and protection of Municipal Properties and Assets, employees, visitors and VIP's of the Municipality.

Upon commencement of the contract the Municipality will expect immediate execution of Access Control, Guarding of Premises, Patrolling of Premises, escorting of visitors, VIP's & Service Providers, Protection of Personnel, Protection of Property, Protection of Visitors, and Protection of information and execute other Security Related functions as required by the Municipal Manager and/or the Manager: Security Services within one (1) month after the contract has been awarded.

The Municipality requires the Service Provider to have a 24HRS fully Functional and Operational Control Room with relevant Legislation and Policies, operational telephone lines and base two way communication radio within the jurisdiction of DLM, to monitor and administer the daily duties of the Security Services.

2. Definitions

- 2.1 **Armed Security Officer:** A Security Officer performing duties in terms of this Bid with a firearm licensed in terms of the control act 2000(act 60 of 2000), which type of firearm for the duty may be determined by the Municipal Manager and/or the Manager Security Services.
- 2.2 **Manager Security Services:** The DLM or any other of its employee employed in the office of the Municipal Manager and assigned to be the Manager Security Service shall act, as the representative and Sub-directorate Security shall have a corresponding meaning.
- 2.3 **Customer Care Centre:** The following centres: Main building, Kestell office Harrismith office and Municipal Traffic department are Customer Care Centres.
- 2.4 **Monitor:** The actions by the Manager Security Services to monitor service and the provider in terms of this bid and specifically inspections, identifying premises for services, consultation with supervisors of such premises, consultation with the providers, investigation of irregularities and reporting of the providers none compliance etc.
- 2.5 **Service Provider:** Shall mean the successful bidder.
- 2.6 **DLM:** Shall mean the Dihlabeng Local Municipality.
- 2.7 **(PSIRA):** Private Security Industry Regulating Authority As defined in section 1 of the Act.
- 2.8 **Security Officer:** As defined in section 1 of the Act in terms of this bid a person or persons employed by the provider's and who is/are registered by the provider at PSIRA and dressed in the approved uniform, and in possession of hand cuffs, torch, baton, two way communication hand held radio, identity card and other equipment as and when required by the Municipal Manager/ Manager Security Services.
- 2.9 **Shift:** An uninterrupted period of time not less than eight (08) hours and /not more than thirteen (12) hours.
- 2.10 **The Act:** The Private Security Industry Regulation Act, 2001 (Act 56 of 2001) (PSIRA).
- 2.11 **Training:** The compulsory training contemplated in terms of the Act.

3. Special Conditions

All recommended bidders must submit a public liability insurance policy to the minimum amount of R10, 000,000-00, which indemnifies the DLM against any claims that may occur due to the actions and omissions of the provider(s), his employees, agents, and/or contracted services within seven (7) working days from date of the occurrence or request/claim thereof.

- 3.1 The Service Provider must have a sound knowledge and understanding of Local Government Business.
- 3.2 The Service Provider must have a proven track record of supplying security services, preferably in Local Government Environment.
- 3.3 The Service Provider and its systems must have the ability to interact and integrate with all relevant stakeholders and systems used by the Municipality to ensure an integrated approach.
- 3.4 After an in-depth analysis has been conducted, the results with action plans and budgets will be presented to the Service Provider and the Municipality.
- 3.5 The Service Provider must clearly present plans and budgets per deliverable, to ensure correct adjudication of the tender.
- 3.6 The Service Provider will present progress reports bi-weekly during the inception of the project and monthly afterwards.
- 3.7 Progress will be measured against clear deliverables captured in the contract between the Municipality and the Service Provider.
- 3.8 Provision must be made by the Service Provider for travelling and accommodation in line with the Government approved tariffs.
- 3.9 Senior staff from the Service Provider should be available during the Project meetings.
- 3.10 The Municipality must be able to acquire customised management reports on an as and when required basis for perusal.
- 3.11 Additional work or work done outside the scope of the contract will be for the cost of the Service Provider and will not form part of the contract, unless mutually agreed by the Municipality and the Service Provider.
- 3.12 The Service Provider must be willing to be audited by the Municipality's internal auditors with regard to contractual obligations.
- 3.13 The Service Provider and the Municipality will conclude a Service Level Agreement based on mutually agreed performance measures. The contract will only be signed after the Service Level Agreement has been concluded by the Service Provider and the Municipality.
- 3.14 The Municipality reserves the right to do site inspections at any of the sites listed as references by the bidder.
- 3.15 The Service Provider must obtain his own offices and personnel for his own account.
- 3.16 The successful bidder(s) will be expected to register all employees with the Compensation Commissioner and Unemployment Insurance Commissioner, within the first (01st) month of the contract, failing which will lead to the termination of the contract with immediate effect.
- 3.17 Upon appointment the bidder will be required to open a control room within the DLM jurisdiction area.
- 3.18 The service provider must have a 24 hour operational control room with telephone line within the DLM jurisdiction area and to monitor the radio communication (must comply with the Independent Communications Authority of South Africa (ICASA) Legislation) and all relevant Legislations.
- 3.19 Please note that current Private Security Industry Regulation Authority (PSIRA) sectoral determination rates will be applicable (Area 3).

SECTION 2.1: SPECIFICATIONS

1. Background

The Dihlabeng Municipality had made use of a private security services of which the said contracted service comes to an end after 3 years from the date of appointment. In line with the number of suspected incidents of sabotage and theft, the Municipality is in need of a competent and resourced company to provide this service. The Municipality does not have the capacity or the resources to run the entire security service efficiently and effectively hence the outsourcing of the Private Security Service.

The required services will include the five (5) towns within the Dihlabeng Local Municipality, namely: Bethlehem, Clarens, Fouriesburg, Paul Roux and Rosendal.

Upon commencement of the contract the Municipality will expect immediate delivery of security services within the Dihlabeng Local Municipality.

The Municipality requires the Service Provider to provide a Security Service at various Dihlabeng Local Municipality's sites, to protect and secure the Municipality's Property, Personnel, Assets and Public. Service provider should demonstrate the knowledge of South African Security Law and Regulations with a proven track record.

2. Responsibilities

The incumbent Security Company shall render the service using the trained Security Guards who are registered with PSIRA. The scope of service offered shall include, but not limited to:

- 2.1 Access Control.
- 2.2 Site Surveillance.
- 2.3 Eradication of Theft.
- 2.4 Monitoring and Identification of Security Threats and Risks.
- 2.5 Locking and Unlocking of facilities as per site requirement.
- 2.6 Safe guarding of lost and found property.
- 2.7 Maintaining records of security registers as per site requirements.
- 2.8 Assist where possible with OH & S and other relevant systems.
- 2.9 Overall crime prevention.
- 2.10 Foot patrols in and around the sites.
- 2.11 Site inspections including buildings and fence perimeters.
- 2.12 Crime must be immediately reported to the SAPS, and to the client, namely DLM's Manager Security and to the Municipal Manager.

3. Equipment needed

The following will be the type of requirement that will be needed to execute duties satisfactorily:

- 3.1 Base station two way communication radio.
- 3.2 Fire arms.
- 3.3 Two way communication hand held radio at the rate of one radio per two (02) guards on duty.
- 3.4 Patrol monitoring system.
- 3.5 Vehicle mobile radio.
- 3.6 Torches for all security guards for night shifts.
- 3.7 Hand cuffs and other equipment needed to assist security officers to perform good quality service.

All of the above mentioned equipment must be fully operational at all times. The service Provider may suggest alternative technologies which may be more effective for service delivery.

4. Uniform

All security officers on sites must be dressed in the company's uniform with insignia as registered with the relevant agency. All security officers on duty must have name tags clearly visible on their uniform.

5. Sites

Service provider shall provide the security service to safe guard the DLM assets at the sites appointed to render the service as described below on point.

6. General duties/job description

- 6.1 To act as authorised officers in terms of the Control of Access to Public Premises and Vehicle's Act (ACT 53/1985).
- 6.2 Execute Access Control, guarding of premises, patrolling of premises, escorting of VIP's, service providers and visitors, and protection of personnel, protection of property, protection of visitors, protection of information and execute other security functions as required by the Municipal Manager or the delegated person.
- 6.3 To monitor the inward and outward movement of depot/site stock.
- 6.4 To record incidents/ events in an occurrence register and report immediately such an incident to the DLM's Security Manager in writing.
- 6.5 Duties/ job description for each post will be provided to the successful service provider by the Municipality.
- 6.6 Submit monthly reports in a format and to the satisfaction of the DLM.
- 6.7 Must identify the contact person on a 24/7 basis from the company who will be responsible for communication between the Municipality and the Service Provider.

7. Minimum requirements

The following minimum requirements are applicable:

- (i) The successful bidder(s) must be registered with PSIRA (Private Security Industry Regulation Authority) in terms of the Act. Registration number, valid registration certificate, must accompany the completed bid document,
- (ii) The bidders must have a Business fire arm licence for the calibres of all the fire arms that the company has and proof must be attached.
- (iii) Prospective service providers must have a minimum of ten (10) vehicles for patrolling purposes. The vehicles must be registered in the company's name and proof must be attached indicating ownership or written rental agreement of vehicles. The vehicles must be branded in the company logo and vehicle registrations must be attached as proof.
- (iv) The company must have twenty (20) or more two way communication hand held radios in use (inventory list must be attached).
- (v) The company must be registered with the Independent Communication Authority of South Africa (ICASA) for frequency utilisation and a copy of the ICASA licence must be attached.
- (vi) The company must have at least a minimum of ten (10) dogs working as guard dogs and patrolling. Dog training certificate from accredited institution must be attached.

8. **Additional conditions**

- (i) All recommended bidders must submit a Public Liability Insurance Policy to the minimum amount of R10 000 000, which indemnifies the DLM against any claims that may occur due to the actions and or omissions of the service provider(s), his employees, agents, and / contracted services within seven (07) working days from the date of the occurrence or request/claim thereof.
- (ii) The bidder must have the ability to provide the service without sub-contracting any of the services.
- (iii) The bidder will provide office space, personnel and training to carry out administration functions within Dihlabeng Local Municipality.
- (iv) The Successful bidder(s) will be expected to register all employees with the Compensation Commissioner and Unemployment Insurance Commissioner, within the first (1st) month of the contract, failing which will lead to the termination of the contract immediately.
- (v) Upon appointment the bidder(s) will be required to open a Control Room within the DLM jurisdiction area.
- (vi) The service provider must have a 24hr Operational Control Room with working telephone lines within the DLM and to monitor the radio communication, must comply with the Independent Communications Authority of South Africa (ICASA) and all relevant Legislation.
- (vii) The current Private Security Industry Regulation Authority (PSIRA) sectoral determination rates will be applicable (Area 3).

9. **Site visit**

There will be no compulsory briefing meeting.

10. **Scope**

- 10.1 **Service definition:** Dihlabeng Local Municipality desires to appoint one (1) or more security service providers to provide security services at various Municipality's sites, to protect and secure the Municipality's property, personnel, public and assets. Tender should demonstrate knowledge of South African Security Law and Regulations with proven track record.

Tenders will have to be specific and realistic, have detailed action plans with budgets and the role of the Service Provider and that of the Dihlabeng Municipality. The Service Provider should perform a mentoring and project management role and hands on where applicable. Transfer of skills and sustainability of the changes is core to the success of the support and the planning should be done accordingly.

The Service Provider should assess all systems, policies and strategies in place and make recommendations for improvements if needed. A detailed project scoping can be conducted after appointment, which will then form the project charter.

The Dihlabeng Municipality hereby calls for detailed tenders which include the methodology to be employed as well as the cost implications. The municipality can consider the tender in full or part thereof depending on the factors such as cost and clear understanding of the objectives of the project. Tenders should be thoroughly structured per task with detailed budgets and proposed action plans.

SPECIFICATION:

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF THE DLM SUPPLY CHAIN MANAGEMENT POLICY:

10.2 PROJECT SCOPE: Specification for Procuring Security Services

Project Name:	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY FOR A PERIOD OF 3 YEARS FROM THE DATE OF APPOINTMENT
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1. Guideline for Terms of reference

This tender is for appointment of a service provider for provision of physical security for a period of three (3) years from the date of appointment

A. Background

This project is Appointment of a Service Provider for Provision of Physical Security for a Period of 3 Years from the Date of Appointment which will be funded with Municipal budget.

B. Scope of Work / Terms of Reference

Description	Unit of Measure	Quantity
BETHLEHEM UNIT		
	SUPERVISORS (Grade C): Per Day Shift	SEVEN DAYS A WEEK
	SUPERVISORS (Grade C): Per Night shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Day Shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Night Shift	SEVEN DAYS A WEEK
FOURIESBURG UNIT		
	SUPERVISORS (Grade C): Per Night shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Day Shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Night Shift	SEVEN DAYS A WEEK
ROSENDAL UNIT		
	SUPERVISORS (Grade C): Per Night shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Day Shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Night Shift	SEVEN DAYS A WEEK
CLARENS UNIT		
	SUPERVISORS (Grade C): Per Night shift	SEVEN DAYS A WEEK

	Security Officials (Grade D): Per Day Shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Night Shift	SEVEN DAYS A WEEK
PAUL ROUX		
	SUPERVISORS (Grade C): Per Night shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Day Shift	SEVEN DAYS A WEEK
	Security Officials (Grade D): Per Night Shift	SEVEN DAYS A WEEK

Dihlabeng Local Municipality consists of 5 administrative units which are the following Bethlehem, Paul Roux, Clarens, Rosendal and Fouriesburg.

In Bethlehem there is One (1) day shift Supervisor x Seven days a week, One (1) night shift Supervisor x Seven days a week, x Seven days a week, day shift posts, Night shift posts x Seven days a week.

In Fouriesburg there are One (1) day shift Supervisor x Seven days a week, One (1) night shift Supervisor x Seven days a week, x Seven days a week, dayshift posts, Night shift posts x Seven days a week.

In Clarens there are One (1) day shift Supervisor x Seven days a week, One (1) night shift Supervisor x Seven days a week, x Seven days a week, dayshift posts, Night shift posts x Seven days a week.

In Paul Roux there are One (1) day shift Supervisor x Seven days a week, One (1) night shift Supervisor x Seven days a week, x Seven days a week, dayshift posts, Night shift posts x Seven days a week.

In Rosendal there are One (1) day shift Supervisor x Seven days a week, One (1) night shift Supervisor x Seven days a week, x Seven days a week, dayshift posts, Night shift posts x Seven days a week.

The services of professionally trained qualified and registered security personnel are required by the Municipality to perform duties at our premises in accordance with the Private Security Industry Regulation Act no. 56 of 2001.

In respect of the security services provided on the property of the Municipality, the Service Provider shall at all times comply with the provisions of the Control of Access to Public Premises and Vehicle Act, 1985 Act No. 52 of 1985.

Subject to the provisions of the Trespass Act, 1959 [Act no. 6 of 1959], an Authorized Officer may at any time remove any person from any Municipal premises or vehicle.

10.3 Overall responsibilities

The incumbent security company shall render the service using trained Guards. The scope of service offered shall include, but is not limited to:

- Access control.

- Sites surveillance.
- Eradication of theft /shrinkage.
- Monitoring and identification of security threats & risks.
- Locking and unlocking of facilities as per site requirement.
- Safeguarding of lost and found property.
- Maintaining records of security registers as per site requirements.
- Assist where applicable with OHS and other relevant systems.
- Overall crime prevention.
- Foot patrols.
- Site inspections including buildings and fence parameters.
- Crime must be reported immediately to the SAPS, and to the client namely DLM's Manager: Security Services & the Municipal Manager.

10.4 Equipment needed

The following will be the type of requirement that will be needed to execute duties satisfactorily:

- Base station radio.
- Firearms.
- Two way hand held radio at the rate of 1 radio per every two guards on duty.
- Patrol monitoring system.
- Vehicle mobile radio.
- Torches for all security guards for night shift.
- Handcuffs and other equipment needed to assist the security officer to perform good quality service.

All the above equipment must be fully operational at all times. The service provider may suggest alternative technologies which may be more advanced and effective for service delivery.

10.5 Requirements and duties requirements

The following requirements are applicable to all security officers:

Training skill and knowledge

- Minimum training – The standard laid down as determined by the PSIRA/SASSETA.

- Registered with PSIRA.
- Theoretical – and practical training of firearms if an armed guard is required. Proof of a competency certificate of the calibre of training received.
- Sound knowledge of the Act on fire arms and ammunition (armed guards).
- Sound knowledge of all the relevant and applicable section of the Criminal Procedures Act, (Act 51/1977) which have a direct bearing on the duties of a security officer.

10.6 Equipment and other aids

- Two way communication radio in a serviceable condition, with good communication between user stations (individual on duty) with the control room of the firm respectively.
- Baton and handcuffs.
- Flashlight (during the night).
- Full company uniform with the necessary identifying insignias, which clearly illustrate the code of arms of the firm, with the name tag of the security guard.
- Such other as is /are necessary to properly render the services contemplated in Clause 3 above.
- Trained dogs.

10.7 Behaviour and conduct

- i) The security officers must at all times be present at the sites during his/her specific shift.
- ii) The security officers must at times be alert and in a state of readiness during his specific shift.
- iii) The security officers may not be under the influence of any intoxicating liquor or any other drug.
- iv) The security officers may not at any time when on duty, host private individual for any reason other than that which is related to the business of the client.

10.8 Duties

The following duties are applicable to all security officers:

- i. To prevent any person by pursuing all possible and available means, from committing an illegal and wrongful act which may result in damage to and loss of property on or from any premises.

- ii. To arrest any person who has committed an illegal and wrongful act on or at the sites and any person whom the officer reasonably suspects of having committed an illegal and wrongful act.
- iii. To report the malfunctioning of or damage to anything on or at a guarded premises which is the property of DLM to the Manager Security Services or his/her Representatives.
- iv. To do regular patrols on or at the premises in order to make his presence obvious and to enable him to execute the above mentioned duties.

10.9 Specification of guards

The following duties apply to security officers guarding office buildings:

Grade A

To remove any person from the site whose behaviour disturbs the peace or causes discomfort to, or annoys the visitors and tenants.

Grade B

The following duties applies to security officers guarding empty buildings and/or premises:

1. To prevent any person, apart from personnel of DLM from entering the building or premises responsible for.
2. To ensure that nothing is removed from the premises without written authorization and in the presence of a staff member from DLM.

Grade C

The following duties applies to security officers guarding Water Treatment plants, or any other such as Water Pump Stations, Sewage Plants, Sewage Pump station, Electrical Substation, Electrical Installations, Water Installations, Municipality properties and Bulk Supply Installations:

- To ensure that any equipment taken out of the premises/site has a written permission/ authorization.
- To prevent any person except the Sherriff of court or SAPS when executing official duty from entering without authorization.

Grade D

The following duties applies to security officers guarding a factory or shop or any other such commercial or industrial premises, where DLM has started legal action against the tenants, owners and or landlords:

- To prevent any person, except Legal personnel of DLM and the messenger of the court from entering the premises.

- To prevent anything from being done and or being removed from the Bulk supply plantation premises without written authorisation from the Accounting Officer/ Manager Security or any designated Municipality official.

Grade E

The following duties applies to security officers guarding archives:

- To keep record ,with full details of any person who visits the premises at any or all hours ,and report to any maintenance defect

10.10 Questionnaire

(To be completed in full by tenderer.)

COMPANY

1. State the nature of your (i.e. close corporation, proprietary or limited or other) as well as the registration numbers thereof (please attach proof)

2. Please supply us with your registered business address as well as that of your branch officers.

.....

3. List names of all shareholders or members with percentage of shareholding applicable per shareholder or member as well as copies of the relevant identity documents.

.....

.....

4. List names of all directors and or management as applicable.

.....

.....

5. Please attach partnership agreement /articles of association and certificate of incorporation /founding statement and CK1 if applicable.

.....

6. How long has your company been a security service provider?

.....

7. How many security guards has your company employed at present?
.....
8. Is your company registered with the private security industry regulating? If so, please give registration details.
.....
9. Are the directors /members of the company registered with the Private Security Industry Regulating Authority? YES/NO
10. What percentage of security guards presently employed by your company are:
- Registered with the Private Security Industry Regulating Authority?
Attach copies of registrations
 - Awaiting registration with the Private Security Industry Regulating Authority?
-
11. Which major contracts are you presently serving?
.....
12. Is your company registered with the SAPS to use fire arms? YES/NO
If no, give details
.....

COMMUNICATIONS

Please state: Location of your operational /control room:

.....

24 hour telephone number of your operations /control room:

(Code) (Number)

Your Company's radio frequency:

.....

Is the frequency exclusive to your company? YES/NO If not, please elaborate:

.....

Please state brief details of the qualification of the staff that will man your operation/control room on a permanent basis: (Attach proof)

.....

GENERAL

Is your tender based on wages as laid down in terms of the Labour Regulations Act, 1956 as amended by Government Gazette no 5667 of 30 JUNE 1997? **YES/NO**

I/we hereby agree that this tender, together with the letter of acceptance thereof will constitute a bidding contract which will take effect from 01/.../2021, or alternatively from the first of the month following the date of dispatch of the letter of acceptance, whichever is the latter.

COMPANIES AUTHORISED

.....
SIGNATURE

.....
DATE

.....
CAPACITY

The DLM have the right to allocate the companies to specific areas:

11. FUNCTIONAL INFORMATION AND EVALUATION

11.1 BIDDER'S INFORMATION

A. The Service Provider shall:

- a) Perform all its duties under the supervision of the Dihlabeng Municipality and in strict compliance with any instruction received from an authorized representative of the Municipality.
- b) Nominate a suitable person based in Dihlabeng to act as "contract manager with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the Municipality and the contractor.
- c) Replace the "contract manager" upon receipt of a written request from the Municipality in the event that the Municipality is dissatisfied with the performance of the "contract manager".
- d) Should any new law or Act in terms of the Security Services comes into effect, or be repealed, or amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extend that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the Local Authority may unilaterally do so after giving the contractor one month written notice.

11.2 PAYMENT AND INVOICING

A. The Service Provider shall:

- a) Tender a set fee of rate per unit for day and night shift per quantity covering all its obligations in terms of this contract. All cost of charges that the bidder may incur must be included in the price quoted.
- b) Acknowledge that no additional payments for any reason whatsoever will be paid by the Municipality to the contractor.
- c) Calculate the monthly fee payable by the Municipality to the contractor by multiplying the number of successfully safe guarded Municipal sites (rates per unit), recorded on the contractor system in the preceding calendar month with the set fee and adding value added tax.
- d) Submit to the Municipality on or before the 7th day of each Calendar month:
 - i. Submit invoices to the Head of Security for verification process every month before payment is effected by Finance Department
 - ii. A value added tax invoice detailing the fees payable by the Municipality to the contractor in respect of security services provided.
 - iii. Submit proof of payment to the Security Manager of DLM that the entire security within the DLM are paid. Proof of payment must be submitted two (2) days after the effected date.

SECTION 2.2: EVALUATION CRITERIA

Evaluation of tender

The Bids will be evaluated in four (4) stages, namely:

Stage 1: Responsiveness

Stage 2: Functionality

Stage 3: Financial Offer and Preference

Stage 4: Risk Analysis

STAGE 1: RESPONSIVENESS

1.1 The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who failed to submit the following results in immediate disqualification:

- (i) Joint Venture Agreement and Power of Attorney, if applicable.
- (ii) Proof of payment of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Landlord, in the case where the bidder is leasing the premises occupied, a copy of valid Lease Agreement must be attached.
- (iii) The document must be completely filled in Black Ink & corrections are countersigned.
- (iv) Bill of Quantities **must** be completely filled.
- (v) The bidder completed and signed all prescribed and **compulsory** bid forms.
- (vi) Proof of CSD Registration Report which is **Valid/Compliant** from the date of availability of tender document.
- (vii) Three years Audited Financial Statements (2019/2020, 2020/2021 and 2022/23).
- (viii) Valid ICASA licence registered on the names of the bidding Company.
- (ix) All personnel must be in possession of valid PSIRA accreditation.
- (x) Letter of good standing Certificate (PSIRA).
- (xi) Letter of good standing with compensation and injury (COIDA) and Department of Labour.
- (xii) Police clearance certificates for all personnel.
- (xiii) Registered and qualified Private Investigator with PSIRA within the Company.
- (xiv) Company Fire Arm Registration by SAPS or any authorised registered company.

1.2 According to National Treasury the revised regulations require organs of state to identify tenders, where it is feasible, to sub-contract a minimum of 30% of the value of the contracts for contracts above R30 million.

..... (BIDDER) tendering for
Hereby has read the stipulated prequalification criteria as stated in 1.2 above.

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

DATE:

ADDRESS:

STAGE 2: FUNCTIONALITY

2.1 FUNCTIONALITY AS PER THE BELOW SCORE CARD

The following criteria will be applied for functionality to assess all the bidders who complied with minimum requirements:

Bidders must obtain 60% (48 points) on functionality in order to be considered further, this due to the technical nature of the service.

Key aspect of criterion	Basis for point allocation	Score	Max points	Verification Method
Experience of the bidder including back office management system	5 year and above	20	35	Name of Traceable reference with contact details to be included for verification.
	3 – 5 years	15		
	Less than 3 years	0		
Maximum knowledge of PSIRA and Security related legislation, compliance with Labour Relations Act, COIDA and Provident fund Act.	Supply certified copies of compliance.	20	20	Provide proof of current approval compliance certificate.
Registered and qualified Private Investigators with PSIRA within the Company	Supply certified copies of accredited institution where qualification is obtained.	10	10	Provide proof of PSIRA Accreditation.
Proven experience of key personnel in relation to the scope of the project.	Years of experience in the field tendered for:		35	Attach CV(s) of project team members highlighting their qualifications
• Directors/Manager (Grade A & B)	3-5 years	5		
	5-10 years	10		
• Security guards (Grade C & D)	1-10 years	10		
	10-15 years	10		
TOTAL			100	

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2017 (Government Gazette No. 40553 dated 20 January 2017).

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million.

1. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where

P_s = Points scored for bid or offer under consideration;
 P_t = Price of bid or offer under consideration, and;
 P_{min} = Price of lowest acceptable bid or offer.

2. The following table must be used to calculate the score out of 20 for BBEE:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

3. A tenderer must submit proof of its B-BBEE status level of contributor.
4. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
 - (a) May only score points out of 80 for price; and
 - (b) Scores 0 points out of 20 for B-BBEE.
5. A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
6. The points scored by a tenderer for B-BBEE in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
7. The points scored must be rounded off to the nearest two decimal places.
8. Subject to sub regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
9. (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
 - (b) The organs of state may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

- (ii) If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

STAGE 4: RISK ANALYSIS

4.1 In addition to the evaluation of Responsiveness, and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/ number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

4.1.1 The bid of any bidder will not be considered if that bidder, or any of its directors/bidding company have or are –

- a. abused the institution's supply chain management system;
- b. committed fraud or any other improper conduct in relation to such system; or
- c. suspected/charged with any act of Fraud and Corruption,
- d. under any other criminal investigation in terms of the Criminal Procedure Act, Act 51/1977
- e. Failed to perform on any previous contract, or
- f. If a company does not have an experience of more than 24 months (2 years) experience, working with the Government Institution.

4.1.2 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 *Audi alter am partum* 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.

4.1.3 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.

4.1.4 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

4.1.5 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

NB: 4.2: ADDITIONAL RISK ANALYSIS FACTORS:

All qualified Bidders in terms of Financial Offer and Preference will again be evaluated further on the following:

Fully furnished control room (operational) that must have: (tick the correct box)

Equipment	YES	NO
Business office space/office in a business area		
Adequate lighting with power distribution plugs/outlets		
Office furniture		
IT Equipment (desk tops, lap tops, printer, fax machine, telephones etc.)		
All relevant registers and Policies in terms of PSIRA		
Operational vehicles with company logo/coat of arms		
Operational 24hrs (qualified radio control operator/ and control room operator)		

- **The successful bidder might be required to conduct sweeping during Council sitting.**
- **Winning bidder must be CSD compliant during the closure of the tender.**

SECTION 3: MBD3. PRICING SCHEDULE (Professional Services)

3.1 Pricing Schedule

NAME OF BIDDER:	BID NO.:
CLOSING TIME 12:00	CLOSING DATE:

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

A. Security Officer

DESCRIPTION	QUANTITY	RATE PER UNIT (DAY)	RATE PER UNIT(NIGHT)	TOTAL = DAY + NIGHT
Grade B	1			
Grade C	1			
Grade D	1			
	TOTAL AMOUNT			

B. Task Team

DESCRIPTION	QUANTITY	RATE PER UNIT (DAY)	RATE PER UNIT (NIGHT)	TOTAL = DAY + NIGHT
Grade B	1			
Grade C	1			
Grade D	1			
	TOTAL AMOUNT			

C. Miscellaneous Items

DESCRIPTION	UNIT	QUANTITY	RATE PER UNIT
Pump Action Gun	Hr.	1	
9mm Pistol	Hr.	1	
.38 Revolver	Hr.	1	
7.65 Pistol	Hr.	1	
Quad bike	Hr.	1	
Dog	Hr.	1	
Monthly Admin Free (To include vehicles, Supervisors, Torches, Batons, Hand cuffs, Spray Guns)	Month	1	
TOTAL AMOUNT			

TOTAL AMOUNT OF GRADES: (B+C+D) = _____

- NB:**
- ☐ The total Amount used in this bid document is for the Evaluation Process
 - ☐ The Rate (FIRM Price) charged per security grade will be used as the Base for pricing on a monthly basis subject to number of personnel used in that particular month

NB: PLEASE NOTE: THE BID PRICES ARE NOT FIRM THEN: NON FIRM PRICES WILL BE ADJUSTED AS PER PSIRA GUIDELINES.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

PRICING SCHEDULE (Professional Services)

3.2: PRICING INSTRUCTIONS

- a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
- b) The Pricing Schedule shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Rate	The payment per unit of work at which the tenderer tenders to do the work.

- d) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) All prices and rates entered in the Pricing Schedule must be **exclusive of Value Added Tax (VAT)**.

Bidder: initial of authorized signatory/ies 1
2

DLM: initial & surname

Witness: initial & Surname

SECTION 4

SECTION 4.1 MBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or (e) Parliament.

2”Shareholder” means-

A person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

NB: (Circle the relevant answer)

2.7 Are you or any person connected with the bidder **YES / NO** presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person/director/trustee/shareholder/member: Name of state institution at which you or the person Connected to the bidder is employed:

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO** the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company’s directors / **YES / NO** trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO** any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars:

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware **YES / NO** of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars:

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

3. **Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. **DECLARATION**

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION 4.2: MBD 6.1: PROCUREMENT REGULATIONS 2017

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

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

1. General conditions

1.1 The following preference point systems are applicable to all bids: - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. Definition

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

3. Points awarded for price

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. **Points awarded for B-BBEE status level of contributor**

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

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

5. **Bid declaration**

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

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

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

7. **Sub-Contracting**

- 7.1 Will any portion of the contract be sub-contracted? **(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. **Declaration with regard to company/firm**

- 8.1 Name of company/firm.....
- 8.2 VAT registration number
- 8.3 Company registration number
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business

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

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

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

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
---	--

SECTION 4.3: MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2	

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

SECTION 4.4: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a) abused the institution's supply chain management system;
 - b) Committed fraud or any other improper conduct in relation to such system; or
 - c) Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>Audi alter am partum</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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
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MBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:
 - Invitation to Tender
 - Tender Conditions and Information
 - General Conditions of Contract
 - Special Conditions of Contract
 - Specification(s)
 - Price schedule(s)
 - Bid for Requirements of the Dihlabeng Municipality (Form MBD1)
 - Declaration of Interest (Form MBD4)
 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001 (Forms MBD6.1 and MBD6.11)
 - Declaration of Bidder's Past Supply Chain Management Practices (Form MBD8)
 - Contract Form
 - Any other sections that might be added to form part of this document.
 - Certificate of Independent BID Determination (Form MBD 9)
2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY
.....

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:
.....

SECTION 4.6: MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Standard 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 per se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) Bidding with the intention not to win the bid.

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

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder