

ABAQULUSI MUNICIPALITY



PROVISION OF SECURITY SERVICES FOR THE PERIOD OF 36 MONTHS

TENDER NO: 8/2/1/2

NAME OF THE COMPANY	
BID AMOUNT INCLUDING VAT & ESCALATIONS	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
EMAIL ADDRESS	
CONTACT NUMBER	
FAX NUMBER	
CLOSING DATE	

NO BID WILL BE ACCEPTED FROM THE PERSON IN THE SERVICE OF THE STATE



**EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK**

INVITATION TO RE- TENDER**TENDER NUMBER: 8/2/1/2****PUBLISHED DATE: 05/08/2021****DEPARTMENT: COMMUNITY SERVICES****PROVISION OF SECURITY SERVICES FOR THE PERIOD OF 36 MONTHS**

Abaqulusi Local Municipality hereby invites Bids from suitable qualified and experienced Security Companies for the following project. Only Bidders with PSIRA Registered will be considered for award.

Tender Number	Project Name	EVALUATION CRITERIA				CLOSING DATE & TIME
8/2/1/2 NOTICE NO: 38/2021	RE- ADVERT Provision of security services for the period of 36 months 90/10 Preferential point system	CRITERIA	General Security	VIP Security	SUBTOTAL POINTS	03/09/2021 @ 12:00
		1. Company experience points	5	5	10 points	
		2. Locality	15		15 points	
		3. Equipment & Asset	20		20 points	
		4. Experience of the Key Personnel	60	25	85 points	
		TOTAL POINTS				

Due to current COVID – 19 challenges we encourage suppliers to get Bids documents on E-tenders (www.e-tenders.gov.za) as from the 05th of August 2021.

EVALUATION CRITERIA:

The above mentioned bids will be firstly evaluated on Responsiveness, functionality, with a minimum of 70% or above for further evaluation processes, which price and BBBEE.

Acceptable quotes will be evaluated base on price on the basis of 90 points financial offer and 10 points for meeting B-BBEE contributor status. After the closing date the quotation will be valid for 90 days.

Sealed Bid documents marked with the relevant "Bid Name and Bid Number" must be deposited in the Bid box at the Abaqulusi Local Municipality offices no later than 12:00 pm on **A SPECIFIED DATE ON THE TABLE**, where after all Bids will be opened to the public. Telegraphic, faxed and late tenders will not be accepted and the Municipality shall not be held responsible for any couriered documents.

CONDITIONS:

No awards will be made to a person:

- ❖ Who is not registered on the Central Supplier Data base
- ❖ Who is in the service of the state
- ❖ If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state , and / or
- ❖ Who is an advisor or consultant contracted with the Municipality or municipal entity

- ❖ Fill in MBD 6.2 local production and content for designated sectors failure to do so, will be disqualified.
- ❖ The tenderer **MUST HAVE** the experience in both general and VIP Security
- ❖ Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website (www.abaqulusi.gov.za) and submit them with your proposal document.

MINIMUM REQUIREMENTS

The following documents have to be attached:

- ❖ Central Supplier Data base registration report (Detailed / Summary)
- ❖ Valid copy of company registration document
- ❖ Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- ❖ Bids above R10m, Annual Financial Statements (AFS) are required,
- ❖ Fully Completed all the MBD'S on the tender document
- ❖ Fully completed tender document (bidder will be disqualified for incomplete document)
- ❖ Relevant experience of 3 years (attach CV with contactable references)
- ❖ Original certified copy of Registration certificate of the relevant service
- ❖ Late bids will not be accepted,
- ❖ This tender will be valid for a period of 90 days after the closing date
- ❖ This tender must only submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ An original current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted or lease agreement
- ❖ Certified copies of identity documents of directors and owners of the company must be submitted
- ❖ Failure to comply with these minimum requirements will result in immediate disqualification of the bid.

For more SCM enquiries please contact Supply Chain Management office at scm@abaqulusi.gov.za.

No bids will be accepted from a person in the service of the state and whose Tax Matters are Non Compliant

The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accept the lowest bid or award a contract to the bidder scoring the highest number of points.

BE NTANZI
MUNICIPAL MANAGER

To be advertised on Ilanga newspaper, e-tenders portal, Municipal Website and Notice Boards

ABAQULUSI MUNICIPALITY

PROVISION OF SECURITY SERVICES

Bid No. 8/2/1/2

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FORM A

BID SPECIFICATIONS AND PRICING

PROVISION OF SECURITY SERVICES

**RENDERING OF 36 MONTHS 24 HOUR ARMED PHYSICAL
SECURITY SERVICES MUNICIPAL OFFICES, BUILDINGS,
SITES AND ESCOURTS TO EXECUTE MUNICIPAL FUNCTIONS**

BID SPECIFICATIONS AND PRICING

Bid No.8/2/1/2

**BID FOR THE PROVISION OF SECURITY SERVICES
CONTRACT AND BID SPECIFICATIONS**

NORMS/STANDARDS

- 1 The contractor shall render security services of such an acceptable norm/standard that will be to the benefit of both parties.
- 2 All possible steps must be taken by the Contractor to ensure that the correct intended execution of this contract will take place. These steps shall include the protection of AbaQulusi Municipality's property at the intended centres and the protection of the said property against theft, vandalism, to protect life and prevent crime.
- 3 The security service provider to comply with the Security Industry Regulation Act (SIRA)
- 4 The Security service provider to comply with the SA Firearms Act.
- 5 Service Providers to report on job opportunities being created to EPW services.

DEFINITION OF TERMS

- | | | |
|----|-----------------------|---|
| 1 | Administration | AbaQulusi Municipality |
| 2 | Service | Security Services to be rendered in terms of this contract. |
| 3 | Contact Person | The AbaQulusi Municipality will appoint a person who will act as an intermediary between the Contractor's staff at the centres and AbaQulusi Municipality |
| 4 | Contractor | The person(s), partnership, close corporation, firm or company, whose id for this service was accepted. |
| 5. | Subcontractor | The contractor shall not without the permission of AbaQulusi Municipality, appoint a subcontractor to perform the functions set out in the bid document. |
| 6 | Agreement | This document comprises the agreement signed by the parties, the conditions of tender, the id and the accepted document, agreement conditions and specifications. |

7	Agreement Period	The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with the stipulations of the agreement.
8	Parties	The AbaQulusi Municipality and the Contractor.
9	Security Staff	Staff in the employ of the Contractor.
10	Security Officer	Security staff who shall execute the physical security services at the centres.
11	Centre/Institution	The grounds and/or the building at which the service will be rendered.
12	Centre Management	Official/s acting on behalf of AbaQulusi Municipality.
13	Supervision	
	13.1 First Level	The person executing direct supervision and control over the security officers.
	13.2 Second Level	The person executing complete supervision and control over security staff at the centres where the security service is rendered by the contractor.

GENERAL CONDITIONS AND PROCEDURES

That the contracting company shall comply with applicable legislation as mentioned below:

- Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- Occupational Health and Safety Act 1993 (Act no. 85 of 1993)
- Criminal Procedure Act, 1977 (Act 51 of 1977) as amended
- Private Security Industry Regulation Act 2001 (Act 56 of 2001)
- Control of access to public premise and vehicles Act, 1985 (Act 53 of 1985)
- National key points act, 1980 (Act 102 of 1980)
- Trespass act, 1939 (Act 6 of 1959)
- Labour Relation Act, 1995 (Act 66 of 1995)

- Employment Equity Act, 1998 (Act 55 of 1998)
- Fire-arms Control Act, 2000 (Act 60 of 2000)
- Protected Disclosures Act, 2000 (Act 26 of 2000)
- Intimidation Act, 1982 (Act 72 of 1982)
- Prevention and Combating of Corrupt activities Act, 004 (Act 12 of 2004)
- Preferential, Procurement, Policy fragment Act no. 5 of 2000.

SECURITY STAFF

The norm/quality of the security service to be rendered must be in accordance with acceptable standards of the trade concerned.

All possible steps shall be taken by the contractor to ensure that the contract/intended execution of the agreement, will take place. These steps, inter alia, following.

The protection of the Municipal property at the intended site and protection of the said property against theft and vandalism.

The protection of Municipality's officials against injuries, death or any other offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act of 51 of 1977).

The contractor must provide the security personnel as required for the successful tendering of the service, as follows:

Security officers, Grade D, are required and should be according to the site specification. That is the

Person who performs any one or more of

THE FOLLOWING DUTIES:

- Controlling or reporting on the movement of person or vehicles through check-points or gates.
- Searching persons and if necessary, restraining them.
- Searching goods or vehicles, and
- Who may be required to perform and or all of the duties of a security officer.

Security Officer, Grade D, are required and should be according to the site specification, who perform any one or more of the following duties:

- a. Guarding, protecting or patrolling premises or goods.
- b. Handling or controlling dogs in the performance of any or all of the duties referred to in (a); where applicable.

It is the responsibility of the contractor to see to it that the security personnel in his/her service and especially those employed for the rendering of this service, meet the following requirements at all times.

It is the responsibility of the Contractor to see to it that the centres where security services are rendered in terms of this contract, that the security staff in his employ meet the following conditions at all times

1. SUPERVISORS

1.1 Supervisors must be schooled to at least Grade 12 and at least the same grade B as the posts they are employed.

1.2 Supervisors must have a good grounding in their post descriptions and duties.

1.3 Supervisors must at all times be capable of leading/controlling and supervising their Subordinates.

1.4 Supervisors must be able to communicate, read and write in at least English.

2.1 SECURITY OFFICERS

2.1 Security officers must be schooled to at least (Grade D & C)

2.2 Security officers must be able to communicate, read and write in at least English

2.3 Security officers must not be younger than 18 years of age.

. The following general requirements apply:

- Supervisors and security officers must have undergone and passed formal security training.
- At all times supervisors and security officers must present an acceptable image / appearance which imply, inter alia, that they may not sit lounge about, smoke, talk with cell phone, eat or drink while attending to people.
- Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude / approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behavior towards them.
- Supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
- Supervisors and security officers must be registered as security officers / guards, as required by Private Security Industry Regulatory Authority, Act 2001, Section 23(1) and Regulations made under Private Security Industry Regulatory Authority Act 56 of 2001.

- Supervisors and security officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the Municipality.
- Supervisors and security officers are prohibited from reading departmental documents or records in offices or unnecessary handling thereof.
- No information concerning Municipal activities may be furnished to the public or media by the contractor and his employees.
- The Municipality reserves the right to ascertain from the South African Police Services (SAPS) whether security personnel are registered with the Council of Security Officers.
- Security personnel must at least possess security clearances issued by the SAPS.
- The contractor undertakes to ensure that each member of his/her security personnel will at all times when on duty is fully equipped in respect of:
 - A uniform, neat and clearly identifiable uniform of the company, which uniform will include matching raincoats and overcoats.
 - A clear identification card of the company with the member's photo identification and file numbers on it, worn conspicuously on his/her person at all time.
 - Service aids to be worn on the person at all time during guard duty such as:
 - a. Baton.
 - b. Handcuffs.
 - c. Whistle
 - d. Pocket book
 - e. Pen
 - f. Torch at night
 - g. Two-way radio (where applicable)
 - h. Firearm (where applicable)
 - i. Hand Held Metal Detectors
- The contractor at his headquarters must keep available for inspection by representatives by Municipality; proper staff files as well as all appropriate documents of all security personnel in his service who are employed for the rendering of the service to the Municipality by the contractor and be available for inspections registration and medical certificates and security clearances.
- The contractor must ensure that the specified security aids are available at all times at each site where he renders a security service in terms of this contract.

OCCURENCE BOOK

The purpose of the occurrence book is to give an overall picture of activities and inspections by supervisor and other occurrences at the site.

- Compulsory occurrence book entries: the security personnel on duty must take the following entries in the occurrence book:

- All listed routine procedures such as patrols undertaken, handing over of shifts etc, mentioning the procedure followed, by whom and the time of commencement. These entries must be made clearly legible in the blue or black ink.
- All occurrences, however, important, slight or unusual, with reference to the correct time and relevant actions taken.
- All security personnel activities, especially deviations in respect of the duty list, indicating particulars of the security personnel and relevant times.
- The issue and or receipt of keys, indicating the time and by whom they were received or delivered.
- The locking or unlocking of doors or gates, indicating the time and by whom locked or unlocked.
- The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel handing over must sign entries.
- Occurrence book read: After the exchange of shifts, the first level supervisor must make an entry declaring that he/she has read the occurrence book in order to acquaint himself with events that occurrence during the previous shift.
- All visits by second level supervisors and management: these entries must be in red ink.
- Officials of the Municipality shall pass on in writing, all additional requests in respect of the rendering of the service.

NOTE. Under no circumstances may an entry in the occurrence book be erased, printed out with correction fluid or totally declared. It shall be crossed out by a single line

and initiated at the Municipality. Storage of occurrence books: the contractor shall store the

fully entered occurrence books for a period of three years.

ADMISSION OF CONTROL REGISTER OR FORMS

Purpose: The purpose of the admission control register or forms is to have information available at all times regarding persons and vehicles admitted to the site within a specific period, in case occurrence should take place which might lead to a judicial enquiry.

- Pedestrian register/pedestrian control forms:
- These register forms must be completing correctly and legible by the service officer on duty and shall make provision for the following:
 - (a) date of visit
 - (b) admission and exit times of the visitor to and from the site
 - (c) surname and initials of the visitor
 - (d) home or address of the visitor
 - (e) identity number
 - (f) name of person to be visited

- (g) purpose to be visited
- (h) brand, caliber and number of firearms on visitor's possession (if any)
- (i) signature of visitor

VEHICLE REGISTER/VEHICLE FORMS:

These register forms must be completed correctly and legibly by the security officer on duty shall make provision for the following:

- date of visit
- admission and exit times of the visitor to and from the site
- surname and initials of the visitor
- home or address of the visitor
- registration number of the vehicle number
- name of person to be visited
- numbers of the passengers
- purpose of visited
- brand, caliber and number of firearms in the vehicle (if any)
- signature of driver

NOTEBOOK

Purpose: The purpose of the notebook is to note down all incidents or observations made by a security officer during a turn of duty, for later reference.

Requirement. During their turns of duty all security personnel must have a notebook on their person.

The following information must be noted down in their notebooks:

- All occurrence / events, however, slight or unusual, referring to the following:
 - Reporting on and off duty
 - Date and time of occurrence or event
 - Extent of occurrence or event
 - Follow-up actions in respect of occurrence or event
- Copying into occurrence book: All relevant information noted down in the notebook must immediately or directly after return from a patrol, is copied into the occurrence book.
- Storage of notebooks. The contractor must store the fully entered for a period of three years.

DUTY LIST

Purpose: the purpose of the duty list is to serve as a proof, at reasonable times that all personnel, who should be on duty per shift, are indeed on duty.

Drawing up a duty list: Daily, weekly or monthly duty of all security personnel on duty must be on duty per shift, are indeed on duty.

Changes to duty list: Any change to the duty list shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

DUTY SHEET

Purpose: the of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for the contractor.

The contract must have available at the site a comprehensive duty sheet per duty point.

TWO WAY RADIOS

Purpose: The purpose of radio communication is the establishment of immediate communication between the different duty points and control, as well as between controls on at the contractor's headquarters.

Hand carried radios: Serviceable hand carried radios must at all times be provided by the contractor, as stipulated in the site specification.

CLOCK POINTS

Purpose: the purpose of the clock points is to ensure that patrolling at the site takes place correctly according to instructions.

Check points shall be provided by the Municipality at identified sites.

The first or second level supervisor must make daily contact with the departmental representative.

No security personnel are adhered to do continuous duty for longer than twelve hours.

LOST ARTICLES

Lost articles found at the site and for which ownership cannot be established.

Lost articles found in at the control room must be recorded in the occurrence book, after which they must be handed to the departmental representative.

No departmental deliveries will be received at the control room. The necessary arrangements must be made by the departmental representative.

LABOUR UNREST INCIDENTS

If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond control of the contractor, the parties must come to an arrangement on the methods to ensure continuation of security services.

CHECKING OF SERVICE

The Municipality reserves the right to check the service rendered by the contractor at any time, the Security Manager should ensure that the service is rendered in accordance with the conditions of contract and site specification.

The Municipality reserves the right to require from the contractor that any of his employees is replaced, in which case the employee must leave site forthwith. The Municipality will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

NOTE: The departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

- All personnel shortages must be noted in the occurrence book.
- The contractor will be held liable for any loss suffered by the Municipality, as a result of the contractor's own or his employees' negligence or intent, which originated at the site.
- The Municipality will be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the Municipality's site, in cases where the loss originated as a result of negligence or intent on the part of the Municipality.
- The Municipality is indemnified against any liability, compensation or legal expenses in respect of the following cases:
 - Loss of life injuries, which may be, sustained by the security personnel during the execution of their duties.
 - Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
 - Any claims and legal costs which may ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit frisking, arrests and other illicit or wrongful deeds. The contractor shall be notified in writing of the particulars of each claim he is liable for.
- The contractor must, at his own expense, take out sufficient insurances of about R10 million against any claims, loss and / or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- A copy of such insurance contract must be part and parcel of the bid documents.
- The contractor may not, unless otherwise specified, make use of any of the Municipality's equipment or / property, for purposes of compliance with the conditions, which equipment, aids and or property include, inter alia, vehicles, stationery, firearms, rooms and furniture.
- Conditions, which equipment, aids and or property include, inter alia, vehicles, stationery, firearms, rooms and furniture.
- The water and electricity required from the rendering of the services shall be provided free of charge by the Municipality.
- The contractor is responsible for the training of his/her personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.
- All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions will be provided.

- The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat. Any littering caused by the dogs used by the contractor shall be removed by the contractor at the end of each shift.
- Under no circumstances are security personnel allowed to carry on any trading.
- The contractor shall not erect or display any sign, printed matter, painting, names plates, advertisement, and article or object of any nature whatsoever, in or against Municipality buildings or sites or any part thereof without written consent of the Municipality. The contractor shall not public display at the site any article or object which is regarded as objectionable or undesirable

The following general requirements apply

- 1.2 Operations Manager must be trained to a least Grade A level and must have substantial appropriate experience
- 1.3 Supervisors must be trained to a least Grade B level and must have substantial appropriate experience.
- 1.4 Supervisors must have good grounding in their post descriptions and duties.
- 1.5 Supervisors must at all times be capable of leading/controlling and supervising their subordinates.
- 1.6 Supervisors must be in a position to read and write.
- 1.7 Supervisors must have a record clearance by the SAPS and kept on file by the contractor.
- 1.8 Supervisors must be registered with the Security Services Board or PSIRA.

2. SECURITY OFFICERS

- 2.1. Security officers must be trained to at least grade C or D level.
- 2.2. Security officers must be in a position to read and write.
- 2.3. Security officers may not be younger than 18 years of age.
- 2.4. Security officers must be registered with the Security Officers Board or PSIRA.
- 2.5. Security Officers must have a record clearance by the SAPS and kept on file by the contractor

3. SUPERVISORS AND SECURITY OFFICERS.

- 3.1. Supervisors and Security Officers must have undergone and passed security training and follow-up training to maintain standards.
- 3.2. At all times Supervisors and Security Officers must present an acceptable image/appearance which implies inter alia that they may not publicly sit, lounge around, smoke, eat or drink whilst attending to people.
- 3.3. Supervisors and Security Officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be arguments with visitors, staff or discourteous behaviour towards them.
- 3.4. Supervisors and Security Officers must be physically and mentally healthy and medically fit for the execution of their duties.
- 3.5. Supervisors and Security Officers must be registered as Security Officers, as required by Act. 92 of 1987, section 10(1)(b).
- 3.6. Supervisors and Security Officers are prohibited from reading office documents and/or rummaging through records.
- 3.7. Supervisors and Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the institution where the service is rendered.
- 3.8. No information concerning the institution's activities may be furnished to the public or news media by the Cont

4. SECURITY STAFF EQUIPMENT

The Contractor undertakes to ensure that each member of his security staff shall at all times, when on duty, be fully equipped in respect of

- 5.1. A neat and clearly identifiable uniform from the Contractor, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- 5.2. A clear identification card from the Contractor, with the member's photo identification and file number on it, worn conspicuously on his person at all times.
Alternatively a clear identification card from the Contractor with the member's identity and file number on it, accompanied by his/her official identity document, worn on his person at all times.
- 5.3. Service aids to be worn at all times, including:

Batons, handcuffs, whistle, pocket book, radio (where applicable), firearm (where applicable), pen and torch (at night).

VIP

The successful Bidder undertakes to provide a complete VIP security service the Officials and their residences referred to in the Scope of Work, which shall include but not be limited to the protection of:

- Abaqulusi Municipal political officials
- Abaqulusi Municipal officials

QUALIFICATIONS BY THE BIDDER AND HIS REPRESENTATIVE

The Bidder/Director of the company must possess certificate in VIP protection as a pre requirement so that he knows what is involved in

VIP

Protection. The Director / Bidder will however nominate a responsible person(s) who shall equally have a VIP Protection Certificate and

would be

readily available to supervise the security arrangements, and who will

receive

his instructions from the Head of Department concerned or his

nominee.

REQUIREMENTS

The Bidder shall provide a complete VIP security service with the resources in the scope of work and/or any authorised amendment

specified

thereto.

The Bidder's shall ensure the protection of the political officials/ officials

in

accordance to the scope of work: The successful/preferred bidder must

have

a valid Letter of Good Standing for compliance with COIDA and PSIRA,

a

Police clearance for a responsible person as well as a certificate of

compliance

with Private Security Provident Fund. Provide proof of shotguns' licenses

20

registered on bidder's name with such to be fully loaded magazine, plus rounds of ammunition carried by the VIP officer for unrests and to the crowd.

disperse

DUTIES

The Bidder shall be responsible for undertaking and incorporating the following into the operation and recording these activities and the results thereof in reports to the Representative: Protection of Abaqulusi

municipal

political officials/ officials and their premises. Escorting Abaqulusi political officials Control vehicular access/egress to the site (where necessary).

A pre-determined and free route on the premises has to be patrolled a minimum of twice (2) hourly during the hours of darkness, and a

minimum

once (1) hourly during the hours of daylight.

Check and report on the following aspects of the premises:

- Security of the political officials/ officials
- Conditions of perimeter fence;
- All external doors and gates are locked after hours;
- External lights are illuminated during the hours of darkness where applicable;
- Broken windows;
- Gas storage areas secure;
- Vehicles secure.

following

In order carry out the above duties, the bidder will make use of the acts that are applicable: -

- (a) The application of the Control of Access to Public Premises and Vehicle Act No 53 of 1985, Section 2, 3 and 4, as well as 5.
- b. The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(1)(b), Section 24, 29 and 42, as well as Section 46, 49, 50 and 51.
- (c) The Firearms Control Act 60 of 2000, section 10, 20, 90 and 106.

- (d) Private Security Industry Regulation Act 56 of 2001
- (e) Protection of Information Act 84 of 1982
- (f) Trespass Act 6 of 1959
- (g) Occupational Health and Safety Act 85 of 1993
- (h) Chapter 2 of the Constitution of the Republic of South Africa 1996

SHIFTS

shift The shifts for the various sites are depicted in the scope of work. In the event of exceeding 12 hours, the Bidder shall deploy more than one security officer to the respective site in terms of the law.

SHORT-TERM SERVICES

site The short-term rate will apply when daily casual posting is requested or where a deployed requires temporary coverage (day or night). The security personnel will be at any point within the Abaqulusi Local Municipality Area, the area being described in Proclamation No. MN 95, 1999 and published in the KwaZulu Natal Provincial Gazette dated 22 December 1999 (as amended)

vary VIP officers must be equipped with torches and are responsible for the overall security of the sites. Guards may be required throughout the Municipal area for temporary construction sites, etc. The duration of security on these sites will vary considerably. Close liaison must be established and maintained throughout the duration of the bid with the Representative to appoint security guards on new sites, to effect transfers of guards to alternative sites where their services are no longer required. A minimum period of 24 Hours' Notice will be given by the Representative concerning the security requirements on construction sites

VIP PROTECTION

The norm/quality of the VIP protection service to be rendered must be in accordance

with acceptable standards of the trade concerned.

All possible steps shall be taken by the contractor to ensure that the contract/intended

execution of the agreement, will take place. These steps, inter alia, following.

The protection of the Municipal Political leadership and Municipal Officials at the intended site and protection of the said Municipal Officials against attack and threats.

The protection of Municipality's officials against injuries, death or any other offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act of 51 of 1977).

The contractor must provide the VIP personnel as required for the successful tendering

of the service, as follows:

Close Protection Officer and registered with PSIRA grade B,

- Firearm competence certificates
- Peace Officer qualification
- 2 years' experience in a recognized security environment
- Tactical driving skills
- Valid code B driver's license

SECURITY AIDS

1. ADMISSION CONTROL

1.1. The purpose for admission control is to have information available at all times regarding the persons and vehicles admitted to the centre within a specified period, after normal working hours.

1.2. The pedestrian and vehicle register shall be correctly completed by the person entering the centre and it shall be the duty of the Security Officer on duty to make sure that the information required has been completed in every respect.

The register must make provision for the following:

- Date of visit;
- Admission and exit times of the visitor to and from the centre;

- Surname and initials of the visitor;
- Registration and make of the vehicle;
- Signature of the person completing the register/admission form.

2. NOTEBOOK

2.1. The purpose of a notebook is to note down all incidents occurring or observations made by the Security Officer during his/her turn or duty, for later reference.

2.2. All Security Staff shall carry a notebook whilst on duty on their person. The Security Officers shall note down in the notebook all occurrences/events, however important, slight or unusual, referring to the following:

- Reporting on and off duty;
- Time of occurrences of the event;
- Extent of occurrence or event;
- Follow-up actions taken in respect of the occurrence of the event.

3. TWO-WAY RADIOS

3.1. The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site, as well as between controls on the site control at the Contractor's Headquarters. The security guard may not use his/her mobile phone for work purposes.

4. HAND-CARRIED RADIOS

Serviceable hand-carried radios shall at all times be provided by the Contractor and kept in good working order.

5. FIREARMS

The Security staff employed by the Contractor shall be in possession of firearms only in specified centres. The control and possession of firearms by the Contractor to his staff must be in accordance with the South African Firearms Act.

GENERAL

The Contractor commits himself to the general aspects in the fulfilment of the contract.

1. LIABILITY OF THE CONTRACTOR.

The Contractor will be held liable for any damage or loss suffered by the AbaQulusi Municipality as a result of Contractor's own or his employees' gross negligence or intent which orientated at the centre.

2. INDEMNITY OF ABAQULUSI MUNICIPALITY

The Contactor hereby indemnifies AbaQulusi Municipality against any liability or compensation and legal expenses in respect of the following:

- 2.1. Loss of life or injuries which might be sustained by the Contractor's staff during execution of their duties.
- 2.2. Damage to or destruction of any equipment or property of the Contractor, during the execution of duties as described in the contract.
- 2.3. Any claims and legal costs which might occur from the failure by or acts committed by the security staff of the Contractor against third persons' which acts include; illicit frisking, illicit arrests, other illicit or wrongful deeds.
- 2.4. AbaQulusi Municipality undertakes to notify the Contractor in writing of the particulars of each claim that the Contractor is liable for.

3. INSURANCE CONTRACT BY THE CONTRACTOR

The Contractor shall, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuring from his obligations and shall ensure that such insurance remains active for the duration of this contract. A copy of such insurance contract shall be handed to AbaQulusi Municipality on commencement of this contract.

The Contractor shall be under no obligation to furnish AbaQulusi Municipality with quarterly evidence that such insurance premiums have indeed been paid.

4. PROOF OF REGISTRATION WITH WORKMEN'S COMPENSATION COMMISSIONER

The Contractor shall provide (with this tender) the AbaQulusi Municipality with the satisfactory proof of registration as employer with the Workmen's Compensation Commissioner.

5. PROOF OF REGISTRATION WITH SECURITY OFFICERS BOARD

The Contractor shall provide the AbaQulusi Municipality with satisfactory proof of registration with the Security Officer Board (SOB).

6. CURTAILMENT OF SERVICES

- 6.1. AbaQulusi Municipality reserves the right to withdraw from the service any part(s) of the centre or the centre as a whole, with one month's written notification to the Contractor. In a case such as this, the contract amount will be adjusted pro rata from the date of withdrawal.
- 6.2. Should the centre or part(s) of the centre of which the service is rendered, be damaged or destroyed by superior power (via major) or fire, the AbaQulusi Municipality have the discretion to determine which part(s) of the centre(s) could or should no longer be used as part of the original utilisation and in respect of such unusable part(s) of the centre(s) the parties will no longer be bound b y the stipulations of this contract.
- 6.3. In respect of the part(s) of the centre(s) which will remain in use, the stipulations of this contract shall remain valid, but the contract amount shall be decreased pro rata as from date.
- 6.4. Should such damaged centre(s) or part(s) of the centre(s) e repaired, the AbaQulusi Municipality could request the Contractor by means of one month's written notification, to resume the service, in which case the stipulations of this contract in respect of the rendering of services and the contract amount shall be applicable.

7. ABAQULUSI MUNICIPALITY EQUIPMENT AND PROPERTY

The Contractor may not, unless it is specified otherwise, use any of the above party's equipment, aids and/or property, for the purpose of compliance with this contract, which equipment, aids and/or property included inter alia vehicles, firearms, room/halls and furniture.

8. FREE USE OF WATER AND ELECTRICITY

The water and electricity which the Centre Manager deems necessary for the rendering of the service, shall be provided free of charge to the Contractor.

9. ENTRY TO THE CENTRE(S) BY SECURITY STAFF

The AbaQulusi Municipality undertakes to provide entry to the centre(s) and to provide the Contractor with all keys that the Contractor might require to obtain entry to those parts of the centre(s) where the service is to be rendered according to the contract.

10. NEATNESS OF THE CENTRE

The Contractor's staff shall at all times refrain from littering and must at all times keep the grounds and the centre's buildings occupied by them, clean, hygienic and neat. If dogs are used, their faeces shall be removed at the end of each shift

11. TRADING

No security staff employed by the Contractor may embark or be involved in any trading at the centre(s).

12. ADVERTISEMENTS

12.1 The Contractor shall not erect or display any sign, print matter, paintings, name plates, advertisements or articles or object of any nature whatsoever, in the centre's building or any part thereof without the consent of AbaQulusi Municipality. Neither shall the Contractor publicly display at the centre any article or object which the centre might regard as objectionable or undesirable. In this connection the ruling of AbaQulusi Municipality shall be regarded as final and binding.

12.2. The Centre(s) may immediately remove any sign, printed matter, painting, name plate, advertisement or article or object referred to in paragraph 12.1 which is displayed without the written consent or which it regards as objectionable or undesirable and the Contractor will be held responsible for the cost of such removal.

13. ACTION ON BEHALF OF ABAQULUSI MUNICIPALITY

For the purpose of the execution of this Contract the Director Corporate Services, or his/her nominee will act on behalf of the abovementioned party.

AGREEMENT/CONTRACT PERIOD

The contract/agreement shall be valid for 3 years (36 months) and can be renewed if the Council is satisfied by the services rendered by the Contractor. However Abaqulusi Municipality reserves the right to withdraw from the service any part(s) of the centre(s) or the centre(s) as a whole, with one calendar month's written notice to the Contractor.

COMPENSATION AND TERMINATION OF SERVICE

The compensation and termination of this contract shall be handled according to the following rules:

1. COMPENSATION

- 1.1. As compensation for the services to be rendered by the Contractor, AbaQulusi Municipality hereby agrees and undertakes to pay the Contractor the amount as expounded in this contract.
- 1.2. Payment of the Contractor shall be made at most 30 days from an invoice to the centre's contact person, who shall certify that the invoice is correct and that the service was rendered according to the agreement and the institution shall pass such account for payment.
- 1.3. No interim claim(s) for increased compensation shall be accepted. The bid price, as originally determined, or possibly adjusted in terms of the applicable provisions of the contract, shall be applicable for the full duration of the contract period.

2. PRO RATA DECREASE OF COMPENSATION

- 2.1. Should the service not be rendered to the satisfaction of the Council and un satisfactory items/aspects/events have already, in writing, been brought to the attention of the Contractor, AbaQulusi Municipality reserves the right, in addition to its right in paragraph 3 hereof, to retain payment to the Contractor for as long as the un satisfactory service continues.
- 2.2. Similarly, no departure from, or breach or non-fulfilment of the conditions of this contract shall be deemed to be a condonation, waiving or rectification of such departure, breach or non-fulfilment; unless condonation waiving or non-fulfilment has been agreed to in writing by both parties.

ABAQULUSI MUNISPALITY AND SAFETY SERVICES

PENALTIES/NON-COMFORMANCE/NON-COMPLIANCE

PENALTY	
Description of Action	Charge per Offence
Late or short posting per	R2500
Desertion	R2500
<p>Non-Conformance (A Notice of Non-conformance will be issued) Including but not limited to the following:</p> <ul style="list-style-type: none"> • Not displaying Identity/Name tag (PSIRA). • Not dressed according to dress code. Only after posting on site. • Equipment shortages, faulty or failure to have stipulated equipment (including documents and records): - Shift in which equipment became defective is excluded for penalties. <ul style="list-style-type: none"> - Penalties are based on minimum Required equipment not in place. • No Occurrence Book entries or incorrectly minuted/pages missing. • Leaving the post before a reliever arrives (end of shift) • Posting untrained guards. • Short posting of security officers as well as shift security supervisors, security shift managers. • Short posting of inspectors. • Any activity that may lead to the distraction of the guard on duty (i.e. utilizing cell phone, including but not limited to listening to music, texting, etc). • General appearance and uniform not in accordance with Abaqulusi Municipality requirements. • Post desertion (during shift). • Failing to keep copies of all security officers personal files on site. • Security officers failing to adhere to site standard operation procedures including emergency procedures. 	R200.00

- Untidy and unshaven security officers
- No complete handing & taking over recorded in OB.
- Security patrols are not carried out as per Site Instructions – all weather conditions.
- Site Instructions not revised annually.
- No Site knowledge tests, no training recorded/or induction training to relievers.

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Non-Compliance (A Notice of Non- Compliance will be issued)

Including but not limited to the following:

- Losses occurred due to negligence. Proven negligence. Polygraph results and suspicion not applicable.
- No supervisor (senior manager) as per Abaqulusi requirement.
- No supervisory/inspector visits as set out in the Service agreement between Abaqulusi and security service provider.
- Occurrence Book (OB) not regularly signed by inspector/supervisor.
- Failure to respond to written requests within the required time frames.
- No reports as determined by the contract or as agreed on.
- Failure to report incidents.
- Failure to perform duties as per Job Description – all levels of appointments.
- Non-adherence to invoicing procedures.
- Sleeping on duty. **R2500.00**
- Under the influence of alcohol. Only when posted on site – guard might arrive at deployment parade under the influence and not get posted. **R2500.00**
- Using clients’ property/assets without permission.
- Abuse of client property i.e. telephone calls.
- Security officers not complying with PSIRA legislation.

R500.00

EVALUATION CRITERIA

Functionality – bidders should meet the minimum eligibility of 91 out of 130 points to be evaluated further for PRICE and B-BBEE POINTS.

NB: (a).The company must be registered and be compliant with PSIRA to qualify for evaluation.

(b) The tenderer **MUST HAVE** the experience in both general and VIP Security.

1. Company Experience [5 points] – a separate sheet can be used for details below.

(i)Provide up to 5 contracts of Security Services (one point allocated to each contract). Appointment letters / purchased order must be provided to claim points. (5 points)						
	Client	Project Name	Contract Value	Period	Contact Person	
					Name	Tel. No
1.1						
1.2						
1.3						
1.4						
1.5						
(ii)Number of years in Security Services Business (Company Registration Certificate and Company Profile must be used to claim points)						
						Number of years in security business
a)	More than 10 years					5
b)	Between 5 to 10 years					3
c)	Between 1 to 4 years					1
d)	Less than 1 year					0

2. Key Personnel : [40 points]

(i)Operations Manager <i>(attach CV clearly indicating contactable references and certified qualifications to claim points)</i>			
2.1	At least "Grade A" for Manager	Yes	10
		No	0
2.2	Manager's Experience	More than 10 years	20
		Between 5 to 10 years	15
		Between 1 to 4 years	5
		Less than 1 year	0
2.3	Valid Firearm Competency Certificate for Manager	Yes	10
		No	0
(ii)Number of current employees registered with PSIRA (at two employees must have Grade B qualifying to work as Supervisor as per tender requirement). (Proofs of registration with PSIRA must be attached to claim points)			
		GENERAL SECURITY	
a)	More than 10 employees	20	
b)	Between 5 to 10 employees	10	
c)	Between 1 to 4 employees	5	
d)	0 employees	0	

1. Key Personnel : VIP SECURITY [25 points]

(i) At least two Close Protection Officers <i>(attach CV clearly indicating contactable references and certified qualifications to claim points)</i>			
2.1	At least two Close Protection Officer	Yes	10
		No	0
2.2	Manager's Experience	More than 10 years	10
		Between 5 to 10 years	3
		Between 1 to 4 years	2
		Less than 1 year	0
2.3	Valid Firearm Competency Certificate for Manager	Yes	2
		No	0

2. Equipment and Assets [20]

a)	Number of vehicles suitable for security services NB : Vehicles under the Company Name or Director's Name are acceptable. (Log books must be attached)	More than 5 vehicles	10
		Between 3 to 5 vehicles	7
		Between 1 to 2 vehicles	5
		No vehicle	0
b)	Number of firearms (Proof of firearm licences must attached)	More than 20 firearms	10
		Between 15 to 20 firearms	7
		Between 10 to 14 firearms	5
		Between 5 to 9 firearms	3
		Between 1 to 4 firearms	1

		No vehicle	0
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LOCALITY = 15 POINTS

3.	Locality of the Company office	Points
3.1.	Company has an office within the Abaqulusi Local Municipality boundary.	15
3.2	Company has an office within the Zululand District Municipality boundary.	10
3.3	Company has an office within the KwaZulu Natal boundary.	5
3.4	Company has an office outside the KwaZulu Natal boundary.	0
	Possible Full Points =	15
	Full total points for evaluation	130

Note: Tenderers are to submit a copy of their business' municipal account or copy of lease agreement of business property which must be attached to this page.

MANDATORY REQUIREMENTS

1. Proof of Company PSIRA Registration.
2. Proof of Employee PSIRA Registration
3. Proof of ownership and or Lease Agreement
4. Proof of Firearm License
5. Valid Original Tax Clearance/ CSD Compliant Report
6. Letter of Good Standing
7. Proof of Insurance Cover
8. If Joint Venture, Copy of the Joint-Venture Agreement
9. Compliant with MFMA regulation 21 (d) (i) regarding the financial statements.

AUTHORISED SIGNATURE: OWNER///DIRECTOR

Sign. _____ For Abaqulusi Municipality:

Signature: _____

PRINT NAME: _____.

PRINT NAME _____

3. TERMINATION OF SERVICE

- 3.1. Should the Contractor fail to meet the condition of this contract, or continue rendering unsatisfactory service, the AbaQulusi Municipality reserves the right to terminate the contract, after one calendar month and after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which AbaQulusi Municipality may suffer/in cur as a result of the failure, without prejudicing any other rights it might have.
- 3.2. AbaQulusi Municipality may terminate the contract immediately should the Contractor no longer qualify as a security officer in terms of the Private Security Industrial Regulation Authority Act 56 of 2001.
- 3.3. The Contractor undertakes to notify the centre immediately should he or any member of his security staff no longer meet the requirements in respect of the qualification and stipulations in terms of the Private Security Industrial Regulation Authority Act 56 of 2001.
- 3.4. The Contractor undertakes to remove immediately from the centre any of his employees who no longer qualify as security officers in terms of the Private Security Industrial Regulation Authority Act 56 of 2001, or who have not been registered with the Private Security Industrial Regulation Authority (PSIRA).

4. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of this contract shall at all times be done in writing and shall be signed by both parties, and shall be presented to AbaQulusi Municipality for further attention.

I.....from
company....., have read and understood the terms and
conditions of the Contract on this.....day of.....

BIDDER's Signature.....

Witness 1:.....

Witness 2:.....

Abaqulusi Representative:.....

Witness:.....

SPECIFICATIONS SECURITY SERVICES

Site	No. of guards	Shifts	7 Days & Pub. Holidays	Requirements	Amount per month Excl vat
Bhekuzulu office	1	06h00-18h00	24hrs	1x Armed guard 1x two-way radio 1 x Metal detector device	R
	2	18h00-06h00		1x Armed guard 1x two-way radio 2 x Mega touches	R
King Zwelithini Hall	1	06h00-18h00	24hrs	1 x two way radio	R
	1	18h00-06h00		1x Armed guard 1 x two-way radio 1 x Mega touch	R
Bhekuzulu Library	1	06h00-18h00	24hrs	1x two way radio	R
	1	18h00-06h00		1x Armed guard 1x two-way radio 1 x Mega touch	R
Multipurpose Bhekuzulu	1	06h00-18h00	24hrs	1x two way radio	R
	2	18h00-06h00		2 x Armed guard 2 x two-way	R

				radio 2 x Mega touches	
Main command Reservoir Vryheid town	2x males	06h00-18h00	24hrs	1 x two way radio	R
	2x males	18h00-06h00		2 x Armed guard 2 x two-way radio 2 x Mega touches	R
Bhekuzulu Reservoir	2x males	06h00-18h00		1 x two way radio	R
	2x males	18h00-06h00		2x Armed guard 2x two-way radio 2 x Mega touches	R

Site	No. of guards	Shifts	7 days & Pub. Holidays	Requirements	Amount per month Excl vat
Modular library	1	06h00-18h00	24hrs	1x two-way radio	R
	1	18h00-06h00		1x two-way radio 2 x Mega touches	R
Vryheid land fill Site	2	06h00-18h00	24hrs	2x Armed guards 2x two-way radio	R
		18h00-06h00			R

	2			2 x Armed guards 2 x two-way radio 2 x Mega touches	
Water pump Extension 16	1 male	06h00-18h00	24hrs	1x two way radio	R
	1 male	18h00-06h00		1x Armed guard 1x two-way radio 2 x Mega touches	R
Cecil Emmett sport and recreation facilities	3 males	06h00-18h00	24hrs	3x two way radio	R
	3 males	18h00-06h00		2x Armed guards 3 x two-way radio 2 x Mega touches	R
Municipality stores (Sonop)	4	06h00-18h00	24hrs	4x Armed guards 2x two-way radio	R
	4	18h00-06h00		4x Armed guards 2 x two-way radio 4x Mag touches	R

Site	No. of guards	Shifts	7 days & Pub. Holidays	Requirements	Amount per month Excl vat
Klipfontein Dam (Camping site) &	2 males	06h00-18h00	24hrs	2x Armed guards 2x two-way	R

Main Gate	2 males	18h00-06h00		radio 2x Armed guards 2x two-way radio 2 x Mega touches	R
Klipfotein tower	1 male	06h00-18h00	24hrs	1 x two way radio	R
	2 males	18h00-06h00		2x Armed guards 2 x two-way radio 2 x Mega touches	R
Blomveld Dam	1 male	06h00-18h00	24hrs	1x magtouch 1x two way radio	R
	2 males	18h00-06h00		2x Armed guards 1x magtouch 1x two-way radio	R
Vodacom/MTN tower and repeater room	1 males	06h00-18h00	24hrs	1x two way radio	R
	2 males	18h00-06h00		2 x two-way radio 2 x Mega touches	R
Abaqulusi driving licence and motor licensing/Community Services offices	3	06h00-18h00	24hrs	2x Armed guards 3x two-way radio 2x Metal detector device	R
	2	18h00-06h00			R

				2x Armed guards 2 x two-way radio 2 x Mega touches	
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Site	No. of guards	Shifts	7 days & Pub. Holidays	Requirements	Amount per month Excl vat
Klipfontein Treatment Works Old babanango road	2	06h00-18h00	24hrs	1xMagtouch 2x two-way radio	R
	2 males	18h00-06h00		2x Armed guards 2x Mag touches 2 x two-way radio	R
Vryheid Cemetery	2 males	06h00-18h00	24hrs	2x two-way radio	R
Main building revenue, main and gate entrance	4 Males	06h00-18h00	24hrs	2x Armed guards 4xtwo-way radio. 3 x Metal detector device	R
	2 males	18h00-06h00		2x Armed guards 2x Mag touches 2 x two-way radio	R
Corporate services building	2 Males	06h00-18h00		2x Armed guards 2x two-way	

	1 Male	18h00-06h00		radio Metal detector device 1xtwo-way radio 1x Armed guard 1x Mag touches	
Vryheid Library	1	06h00-18h00	24hrs	1 x two way radio	R
	1	18h00-06h00		1x Armed guard 1 x two-way radio	R

Site	No. of guards	Shifts	7 days & Pub. Holi-days	Requirements	Amount per month Excl vat
Lucas Meijer Musium Landrost street	1	06h00-18h00	24hrs	1x two-way radio	R
	1 male	18h00-06h00		1x Armed guard 1 x two-way radio 1x Mega touch	R
Swimming Pool	1	06h00-18h00	24hrs	1x two way radio	R
	1 male	18h00-06h00		1 x two-way radio 1x Mega touch	R
Abaqulusi engineering (Technical)	2	06h00-18h00	24hrs	1 x Armed guard 2x two way	R

Services)	2	18h00-06h00		radio 2x Armed guards 2x two-way radio 2 Mega touches	<u>R</u>
Electrical Workshop Landrost street	1	06h00-18h00	24hrs	1x firearm 1x 2x two way radio	<u>R</u>
	2	18h00-06h00		1x firearm 2x Mag touches 2 x two-way radio	<u>R</u>
Lake side Hall	1	06h00-18h00	24hrs	1 x two way radio	<u>R</u>
	1 male	18h00-06h00		1 x two-way radio 1 x Mega touch	<u>R</u>
Coronation Hall	1	06h00-18h00		1x two-way radio	<u>R</u>
	1 male	18h00-06h00		1x two-way radio 1x Mega touch	<u>R</u>
Mondlo Library	1	06h00-18h00	24hrs	1x two way radio	<u>R</u>
	1	18h00-06h00		1x two-way radio 1x Mega touch	

Xulu Msiyane Thusong centre	1	06h00- 18h00	24hrs	1x two way radio	R
	1 male	18h00- 06h00		1x Armed guard 1x two- way radio	
Mondlo Thusong Centre	2	06h00- 18h00	24hrs	1x two way radio	R
	2 males	18h00- 06h00		2x Armed guards 2x two- way radio 2x Mega touch	
Mondlo Technical workshop	1	06h00- 18h00	24hrs	1x two way radio	R
	2	18h00- 06h00		2x Armed guards 2x two-way radio 2x Mega touches	
Mondlo water works	1	06h00- 18h00	24hrs	1x two way radio	R
	2	18h00- 06h00		2x Armed guards 2x two-way radio 2x Mega touches	

Mondlo hall	1	06h00-18h00	24hrs	1x two way radio	R
	2	18h00-06h00		2x two-way radio 2x Mega touches	
Mondlo water treatment plant	1	06h00-18h00	24hrs	1x two way radio	R
	2	18h00-06h00		2x two-way radio 2x Mega touches	
Mondlo library	1	06h00-18h00	24hrs	1x two way radio	R
	1 male	18h00-06h00		1x two-way radio 2x Mega touches	
Mondlo office	1	06h00-18h00	24hrs	1x Armed guard 1x two-way radio	R
	2	18h00-06h00		2x Armed guards 2x two-way radio 2x Mega touches	

Louwsburg hall	1	06h00-18h00	24hrs	1x two way radio	R
	1 male	18h00-06h00		1x two-way radio 1x Mega touch	
Coronation raw water pump station	1	06h00-18h00	24hrs	1x two way radio	R
	1 male	18h00-06h00		1x two-way radio 1x Mega touch	
Coronation Wastewater works	1	06h00-18h00	24hrs	1x two way radio	R
	2	18h00-06h00		2x two-way radio 2x Mega touches	
Mason substation	1	06h00-18h00	24hrs	1x two-way radio	
	1	18h00-06h00		2x two-way radio 2x Mega touches	
Hlobane Hostel	1	06h00-18h00		1x two-way radio	
	2	18h00-06h00			

				2x two-way radio 2x Mega touches	
Hloabane sewage works	1	06h00-18h00		1x two-way radio	
	2	18h00-06h00		2x two way 2x Mega touches	
Hloabane 3 million Reservoir and 2 million reservoirs	2	06h00-18h00		2x two-way radio	
	2	18h00-06h00		2x two way 2x Mega touches	
Louwsburg Raw water pump station	1	06h00-18h00		1x two-way radio	
	2	18h00-06h00		2x two way 2x Mega touches	
Bhekuzulu Reservoir	1	06h00-18h00		1x two-way radio	
	2	18h00-06h00		2x two-way radio 2x Mega touches	
Ntinginono hall	1	06h00-18h00		1x two-way radio	

	2	18h00-06h00		2x Armed guards 2x two-way radio 2x Mega touches	
Intake substation	1	06h00-18h00		1x two-way radio	
	2	18h00-06h00		2x Armed guards 2x two-way radio 2x Mega touches	
Emondlo substation	1	06h00-18h00		1x two-way radio	
	2	18h00-06h00		2x Armed guards 2x two-way radio 2x Mega touches	
Klipfontein substation	1	06h00-18h00		1x two-way radio	
	2	18h00-06h00		2x Armed guards 2x two-way radio 2x Mega touches	
New Lake side hall	1	06h00-18h00		1x two-way radio	

	2	18h00-06h00		2x Armed guards 2x two-way radio 2x Mega touches	
ESCALATION					<u>R</u>
	Total. 155				<u>R</u>

VIP PROTECTORS

MAYOR	2			Backup vehicle Double LDV cab 2 L 2 x firearms	
DEP MAYOR	2			Backup vehicle Double LDV cab 2 L 2 x firearms	
SPEAKER	2			Backup vehicle Double LDV cab 2 L 2 x firearms	

MUNICIPAL MANAGER	2			Backup vehicle Double LDV cab 2 L 2 x firearms	

SECURITY OFFICERS				
	Number of guards	Cost Annum	per	SUBTOTAL 1 (TOTAL COST PER ANNUM FOR DAY AND NIGHT SHIFT)
Day Shift (06H00-18H00)	70			
Night Shift (18H00-6H00)	85			
SUPERVISORS				
	Number of Supervis ors	Cost Annum	per	SUBTOTAL 2 (TOTAL COST PER ANNUM FOR DAY AND NIGHT SHIFT)
Day Shift (06H00-18H00)	1			
Night Shift (18H00-6H00)	1			

OPERATIONS MANAGER			
The Manager must be always available to provide reports when it is necessary to do so.	Number of Managers	Cost per Annum	SUBTOTAL 3
	1		
YEAR ONE (ADD SUBTOTAL 1 + SUBTOTAL 2 + SUBTOTAL 3)			
ESCALATION PERCENTAGE YEAR 2 %			
YEAR TWO (ADD YEAR 1 + ESCALATION PERCENTAGE YEAR 2)			
ESCALATION PERCENTAGE YEAR 3 %			
YEAR THREE (ADD YEAR 2 + ESCALATION PERCENTATION YEAR 3)			
SUBTOTAL (YEAR 1 + YEAR 2 + YEAR 3)			

MAYOR'S VIP PROTECTION			
	Number of guards	Cost per Annum	SUBTOTAL 1
VIP PROTECTION must be always available when they are required.	2		

DEPUTY MAYOR'S VIP PROTECTION

	Number of guards	Cost per Annum	SUBTOTAL 2
VIP PROTECTION must be always available when they are required.	2		

SPEAKER'S VIP PROTECTION

	Number of guards	Cost per Annum	SUBTOTAL 3
VIP PROTECTION must be always available when they are required.	2		

--	--	--	--

MUNICIPAL MANAGER'S VIP PROTECTION

	Number of guards	Cost per Annum	SUBTOTAL 4
VIP PROTECTION must be always available when they are required.	2		
YEAR ONE (ADD SUBTOTAL 1 + SUBTOTAL 2 + SUBTOTAL 3 + SUBTOTAL 4)			
ESCALATION PERCENTAGE YEAR 2 %			
YEAR TWO (ADD YEAR 1 + ESCALATION PERCENTAGE YEAR 2)			
ESCALATION PERCENTAGE YEAR 3 %			

YEAR THREE (ADD YEAR 2 + ESCALATION PERCENTAGE YEAR 3)	
SUBTOTAL VIP (YEAR 1 + YEAR 2 + YEAR 3)	
TOTAL (SUBTOTAL 3 YEAR GENERAL SECURITY + SUBTOTAL 3 YEAR VIP PROTECTION)	
ADD 15% VAT	
GRAND TOTAL FOR THE WHOLE TENDER (TENDER AMOUNT + VAT)	

NB: All standard Security Requirements must be provided in order for the Security to perform his/her duties. Baton stick, handcuffs, torches and firearms on high risk areas {metal detector only if it required}.

SPECIFIC SITE AGREEMENT

1. GENERAL

- 1.1. A First or Second level Supervisor from the Contractor shall visit the site twice daily. That is, once during the hours of daylight, and once during the hours of darkness. These visits shall be made during the course of the shift and only during change of shifts.
- 1.2. The contractor may utilise male or female staff of any race to perform duties as per this contract at the centre(s).

- 1.3. The Contractor must make his own arrangements for the transportation of his staff to and from centres.
- 1.4. AbaQulusi Municipality or their representative, may at any time, inspect the Contractors' work and/or performance. Should he/she consider the standard objectionable, he/she will notify the Contractor accordingly in writing and the Contractor shall cause

The objectionable situation to be rectified to the standard required by the contract and specifications, as the case may be, at his own cost or charge. In the event of the Contractor disregarding of the AbaQulusi Municipality or their representative's instruction for a period of fourteen days, the AbaQulusi Municipality is at liberty forthwith to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor, and to deduct if from any sum due or to become due to the Contractor.

- 1.5. Payment of the contract amount will be made in equal monthly payments payable in arrears based on the total amount due in a particular year of the contract.
- 1.6. The equipment of the Contractor must be kept in a safe condition so as not to be a danger to staff, the public or municipal buildings.
- 1.7. The reasonable comfort of evidence of disturbance to the staff of the centre(s) must be taken into consideration at all times.
- 1.8. The Contractor must be responsible for providing his own equipment, materials, consumables etc., as well as uniforms and identification cards for all its employees.

2. SPECIFICATION

2.1. Duties and Service Required

- 2.1.1. A twenty-four (24) hour guard and access/exit control service is to be provided in certain cases.
- 2.1.2. Security Officers are, when so required, to be supplied with hand-held radios with sufficient power resilience to cover shifts, in order to facilitate communication between officers on the premises and the various guard points.
- 2.1.3. Security Officers at the centre(s) are to be in contact with the Contractor's control room.
- 2.1.4. Security Officers on duty must be armed with baton, handcuffs, whistle, pocket book, pen, torch (at night) at all times. If at the time of tendering the

AbaQulusi Municipality requires the officers to carry firearms during the day or night, this should be discussed with the official and the costs thereof must be clearly detailed. If firearms are required, this is strictly on the understanding that the principle of minimal force will apply at all times and that firearms are carried with minimal visibility. It is a further condition that proof of competency to handle the firearm e submitted in respect of each officer so tasked. All legal requirements' regarding licensing matters with SAPS must be met. The Contractor is required and expected to have thorough knowledge of the law in the use of firearms in defence of the AbaQulusi Municipality property, or personnel in the case of fatal threat.

- 2.1.5. The control of entry and departure of vehicles to and from the premises to be recorded after and during office hours. The Contractor is to supply such stationery, and is to maintain such records on site and should be made available for inspection by AbaQulusi Municipality Management.
- 2.1.6. Security Officers must carry out physical inspections of vehicles entering or leaving premises on a random basis or when so directed by AbaQulusi Management.
- 2.1.7. Security Officers to control entry of pedestrians to the premises, search when required and direct visitors to the correct entrances of the institution.
- 2.1.8. Security Officers to report any irregularities to the Management of the centre.
- 2.1.9. In times of unrest Security officers to secure the gates against illegal incursions

3. INTERNAL SECURITY

Report irregularities to the management and provide SAPS occurrence number to the SAPS.

4. PATROL DUTIES

- 4.1. A pre-determined route on the premises has to be patrolled at a minimum of two hourly intervals during night hours and a minimum of one hour intervals during day light.
- 4.2. Check and report on the following aspects:
 - Conditions of perimeters fence
 - All external doors and gates to be locked after hours
 - External lights are illuminated during the hours of darkness where applicable.

- Broken windows.
- Gas storage areas secure.
- Vehicles secure.
- Report patrols to their control room or switch board every two hours at night and a register be kept for such reports.
- Report any damages and thefts within the secured premises.

5. QUESTIONNAIRE

<p>1. For the purpose of this contract, are your Supervisors and Security Officers registered with the Private Security Industry Regulatory Authority?</p>	
<p>2. Is your company in possession of hand held radios and will sufficient radios be issued to the security officers at the Centre to enable them to establish communication between the different duty point?</p>	

3. Is your company sufficiently insured?	
4. Is your company registered with the Workmen's Compensation Commissioner? A certified copy of proof of registration must accompany this bid.	
1. Is the offer strictly to specification?	
2. Is your company registered with the Private Security Industry Regulatory Authority?	
3. State the registration number	
4. Will your security officers at the Centre be in a position to contact your Control Room at all times via a Base Radio?	
5. Have your Supervisors and security officers undergone and passed formal security training?	

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001

"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.
The Tax

Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified

copies of the Tax

Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....

Bid Number.....

Closing Time

Closing Date

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

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO.
			** (ALL APPLICABLE TAXES INCLUDED)

- Required by:
- At:.....
- **Brand and Model:**.....
- **Country of Origin:**
- **Does the offer comply with the specification(s)?** *YES/NO
- **If not to specification, indicate deviation(s):**.....
- **Period required for delivery:**.....
- *Delivery: Firm/Not firm
- **Delivery basis:**.....

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

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

*Delete if not applicable

MBD 3.3

PRICING SCHEDULE

(Professional Services)

Name of Bidder:.....

Bid Number:

Closing Time:

Closing Date

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

ITEM DESCRIPTION BID PRICE IN RSA CURRENCYNO ******(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. Price for the duration of 36 months.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE

-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

-----		
.....	R.....		
-----		
R.....			
-----		
R.....			

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

5.2 Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, (etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

-----		R.....
-----		R-----

R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract? *YES/ NO

.....

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

.....

.....

.....

*Delete if not applicable

MBD4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:.....

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

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 Vat Registration Number:.....

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

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

3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national council of provinces;

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars

.....

.....

3.14 Do you or any of the directors, trustee, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars

.....

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE90.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION10.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance

fund contributions and skills development levies;

- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid

documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid

must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other

enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the

contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number.....

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution 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 –
 - (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

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 remains binding upon me and

open for acceptance by the Purchaser during the ~~validity period indicated and calculated~~ from the closing date of the bid.

WITNESSES	
1	

2. The following documents shall be deemed to form part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - 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 fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference number 8/2/1/2 dated.....for the rendering
of services indicated hereunder and/or further specified in the annexure(s).

2. An official order

is for

WITNESSES

1

3. I undertake to conditions of th

ered in r receipt

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	BBBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b. been convicted for fraud or corruption during the past five years;
- c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	<p>If so, furnish particulars:</p>		
4.2	<p>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)?</p> <p>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.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

- a. take all reasonable steps to prevent such abuse;

- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure

that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or

not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD 9

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.

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.

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM B

GENERAL CONDITIONS OF CONTRACT

PROVISION OF SECURITY SERVICES

ABAQULUSI MUNICIPALITY

General Conditions of Contract

Bid no.:8/2/1/2

GENERAL CONDITIONS OF CONTRACT

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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 supplier, as recorded in the contract form signed by the parties, including 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, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **Countervailing duties** – are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **Country of origin** – means the place where 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 result that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **Day** - means calendar day.
- 1.8. **Delivery** – means delivery in compliance of the conditions of the contract or order
- 1.9. **Delivery ex stock** – means immediate delivery directly from stock usually on hand.
- 1.10. **Delivery into consignees store or his site** – means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the

contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

- 1.11. **Dumping** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm to local industries in the RSA.
- 1.12. **Force Majeure** - means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **Fraudulent practice** – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **GCC** – means general conditions of contract.
- 1.15. **Goods** – means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **Imported Content** – means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty 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 by the bid will be manufactured.
- 1.17. **Local Content** – means that portion of the bidding price, which is not included in the imported content provided that local manufacture does not take place.
- 1.18. **Order** – means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.19. **Project site** – where applicable means the place indicated in the bidding documents.
- 1.20. **Manufacture means** – means the production of products in a factory, using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21. **Purchaser means** – the organization purchasing the goods.
- 1.22. **Republic** – means the Republic of South Africa
- 1.23. **SCC** – means the Special Conditions in the Contract
- 1.24. **Services** – means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commission, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligation of the supplied covered under the contract.
- 1.25. **Supplier** – means the successful bidder who is awarded the contract to maintain and minister the required and specified service(s) to the state.

- 1.26. **Tort** – means in breach of the contract.
- 1.27. **Turnkey** – means a procurement process where on service provider assumes total responsibility for all aspects of the project and delivers the full end product/service required by the contract.
- 1.28. **Written or in writing** – means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a 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/services rendered, shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1. The supplier/service provider shall not, without purchaser's 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 herewith, to any person, other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier/service provider shall not, without the; purchasers prior consent, make use of any documents 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 services provider's performance under the contract if so required by the purchaser.
- 5.4. The supplier/service provider shall permit the purchaser to inspect the supplier's/service provider's records relating to the performance of the supplier/service provider and to them audited by auditors appointed by then 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 the use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier/service provider 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.

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 the 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/service provider'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:
 - (i) 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
 - (ii) 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/service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding will be for the account of the bidder.
- 8.2. It is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by the representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3. If there is no inspection requirements indicated in the bidding documents and 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 clause 8.2 and 8.3, show the goods/services 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 or cancelled.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected or services cancelled, 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 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 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 temperature, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling.
- 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

- 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 price be required, this shall be specified.

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the services, including additional services, if any:
 - (i) Performance of supervision of on-site assembly and/or commissioning of the supplied goods;
 - (ii) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

- (iii)Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (iv)performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agree by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (v) 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:

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

(ii) in the event of termination of production of the spare parts:

- Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any actor 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. The warranty shall remain valid for twelve (12) mother 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, which ever period concluded earlier, unless specified otherwise.

15.3. The purchaser shall promptly notify the supplier in writing of any claims a raising 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.

15.4. If the supplier, having been notified, fails to remedy the defect(s) within the period, 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 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 jupon 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 of goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in the bid, with the exception of any price adjustments authorized or on 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 purchases does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such in cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation 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 consent.

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and; performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC clause 25, a delay by the supplier in the performance of its delivery, obligations shall render the supplier liable 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 purchase 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 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 series within period(s) specified in the contract, the purchase 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 underperformed services using the current prime rate calculated for each day of the delay until actual delivery of performance. The purchase may also consider termination of the contract pursuant to GCC clause

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:

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

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

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

23.2. In the event the purchaser terminates the contract in whole or in part, the purchase may procure, upon such terms and in such manner, as it deems appropriate, goods, works of 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.

24. Antidumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any duped 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 of 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 money (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 amount which may be due to them.

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 reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein;
 - (i) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (ii) 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:
 - (i) 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
 - (ii) 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 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 such notice.

32. Taxes and duties

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

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

32.3. No contract shall be concluded either any bidder whose tax matter 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 service charges are in arrears.

33. Transfer of contracts

33.1. The contractor shall not abandon, 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 a vary a contract or order or the conditions, stipulations thereof shall be valid and of any force unless such agreement to amend or vary is entered in to in writing and signed by the contracting [parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

FORM C

MUNICIPAL BIDDING DOCUMENTS

PROVISION OF SECURITY SERVICES

MDB

INVITATION TO BID

You are hereby invited to bid for services required by AbaQulusi Municipality

BID NUMBER:8/2/1/2 CLOSING DATE: 03 SEPTEMBER 2021 CLOSING TIME: 12H00

DESCRIPTION: PROVISION OF SECURITY SERVICE FOR THE PERIOD OF 36 MONTHS

The successful bidder will be required to fill in and sign a written Contract Form (MBD7)

BID DOCUMENTS MAY BE POSTED TO:

The Municipal Manager

AbaQulusi Municipality

P.O. Box 57,

VRYHEID

3100

OR DEPOSITED IN THE TENDER BOX SITUATED AT:

AbaQulusi Municipality Head Office

Corner of High and Mark Streets,

VRYHEID 3100

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

The tender box is generally open during office hours, five days a week.

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

THE BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND IF APPLICABLE ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute contract
4. PPPFA & associated regulations –90/10 preferential scoring criteria will be applied on adjudication

NB: NO BIDS WILL BE CONSIDERED FROM PERSON IN THE SERVICE OF THE STATE

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

MOBILE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

VAT REGISTRATION NUMBER

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality : AbaQulusi Municipality
Department : SCM
Contact Person :
Tel. : 034 9822133 x 2284

Fax :

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person : Mr TS Mthembu
Tel. : 034 9822133 x 2275

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

1. The taxes of the successful bidder be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her obligations
2. The Receiver of Revenue will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This tax clearance certificate must be submitted in the original together with the bid. Failure to submit the original valid tax clearance certificate shall invalidate the bid.
3. In bids where Consortia/Joint Ventures/Sub Contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

CONTRACTORS RESPONSIBILITY FOR HEALTH & SAFETY OF EMPLOYEES

I/we the undersigned hereby agree as follows :-

In terms of the Occupational Health and Safety Act (Act 85 of 1993) and in terms of Section 37(2) "Acts of Omissions by Employees or Mandatories" of this Act I/we shall be responsible for the health and safety of my/our employees in compliance with the above Act.

.....
SIGNATURE OF BIDDER

.....
DATE

