

# ABAQULUSI LOCAL MUNICIPALITY TENDER DOCUMENT

| TENDER NAME | : | PROVISION OF SPECIALIZED SECURITY SERVICES TO |
|-------------|---|---|
|             |   | ABAQULUSI MUNICIPALITY FOR A PERIOD OF 36     |
|             |   | MONTHS.                                       |

TENDER NO : 8/2/1/522

| NAME OF TENDERER       |  |  |
|------------------------|--|--|
| TELEPHONE NUMBER       |  |  |
| E-MAIL                 |  |  |
| PHYSICAL ADDRESS       |  |  |
|                        |  |  |
|                        |  |  |
| TENDER SUM (INCL. VAT) |  |  |

# **TENDER CLOSES AT 12:00 ON 14 FEBRUARY 2025**



EMPLOYER ABAQULUSI MUNICIPALITY PO Box 57 VRYHEID 3100

Contact Details: Tell: (034) 982 2133



DLV Project Managers Engineers and (Pty) Ltd P O Box 1460 VRYHEID 3100

Contact Details: Tel: 086 177 7719

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

# SUMMARY FOR TENDER OPENING PURPOSES

| [To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender] |
|---|
| Name of Bidder submitting the tender:   |
| Tender amount (as stated in the Form of Offer): R   |
| Alternative Tender offered? (Yes / No)  |
| If "Yes" state amount: R  |
| Specified Time for Completion: (Weeks)  |
| Alternative Time for Completion offered? (Yes / No)   |
| If "Yes", state time offered (weeks)  |
| Details of contact person:  |
| Name (Print):   |
| Telephone No:Fax No:  |
| E-mail address  |
| Cell No. :  |
| Is Form of Offer signed by Tenderer and Witnesses? (Yes/No)   |

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

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

# CHECK LIST FOR TENDER SUBMISSION

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

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

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

# TABLE OF CONTENTS

| SECTION    | DESCRIPTION                            | PAGE COLOUR | PAGE  |
|------------|--|-------------|-------|
|            |  |             |       |
| COVER PAGE |  |             | -     |
| CHECK LIST |  | White       | (i)   |
| CONTENTS   |  |             | (ii)  |
|            |  |             |       |
|            | THE TENDER                             |             |       |
| PART T1    | TENDERING PROCEDURES                   | White       | T1.3  |
| T1.1       | Tender Notice and Invitation to Tender | White       | T1.5  |
| T1.2       | Tender Data                            | Pink        | T1.7  |
|            |  | L           |       |
|            | THE CONTRACT                           |             |       |
|            |  |             |       |
| PART C1    | AGREEMENT AND CONTRACT DATA            | Yellow      | C1.1  |
| C1.1       | Form of Offer and Acceptance           | Yellow      | C1.3  |
| C1.2       | Contract Data (Part 1)                 | Yellow      | C1.8  |
| C1.3       | Contract Data (Part 2)                 | Yellow      | C1.9  |
|            |  |             |       |
| PART C2    | PRICING DATA                           | Yellow      | C2.1  |
| C2.1       | Pricing Instructions                   | Yellow      | C2.2  |
| C2.2       | Bills of Quantities                    | Yellow      | C2.8  |
| PART C3    | SCOPE OF WORK                          | Blue        | C3.1  |
| C3.1       | Description of the Works               | Blue        | C3.2  |
| C3.2       | Deliverables                           | Blue        | C3.4  |
| C3.3       | Contractor's Obligations               | Blue        | C3.5  |
| C3.4       | Schedule Of Information Required       | Blue        | C3.15 |
| C3.5       | Functional Evaluation Criteria         | Blue        | C3.19 |
| C3.6       | Procurement                            | Blue        | C3.20 |

Contractor

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

# PART T1: TENDERING PROCEDURES

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

# PART T1-TENDERING PROCEDURES

| CONTENTS |  | PAGE |
|----------|--|------|
| T1.1     | Tender Notice and Invitation to Tender | T1.5 |
| T1.2     | Tender Data                            | T1.7 |

# **T1.1 TENDER NOTICE AND INVITATION TO TENDER**



#### PROJECT NAME: PROVISION OF SPECIALIZED AUXILARY SECURITY AND RAPID RESPONSE SERVICES TO ABAQULUSI MUNICIPALITY FOR A PERIOD OF 36 MONTHS. CONTRACT No.: 8/2/1/522

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

Bid document will be self-down loaded from <u>www.tenders.gov.za</u> as from the 16<sup>th</sup> of January 2025 Completed tender documents are to be placed in a sealed envelope marked: PROVISION OF SPECIALIZED AUXILARY SECURITY AND RAPID RESPONSE SERVICES TO ABAQULUSI MUNICIPALITY FOR A PERIOD OF 36 MONTHS; Tender No.: **8/2/1/522** and must be submitted to SCM OFFICE NO 4 at AbaQulusi Local Municipality's offices at Cnr High & Mark Streets, Vryheid, not later than **12:00** on **14 FEBRUARY 2025**. Tenders will be opened in public soon after closure and only the name of the tenderer and the tender amount will be read out. Telegraphic, faxed and late tenders will not be accepted, and the Municipality shall not be held responsible for any couriered documents.

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

The following points will be awarded during the evaluation:

Price: 80Special goals: 20TOTAL: 100

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

#### CONDITIONS:

- The above tenders will be evaluated of completeness, compliance, functionality and price make sure all required information is submitted with the bid document.
- No awards will be made to a person, who is not registered on the Central Supplier Data base
- No awards will be made to a person, who is in the service of the state
- No awards will be made to a person, 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
- No awards will be made to a person, who is an advisor or consultant contracted with the Municipality or municipal entity

CONTRACT NUMBER: 8/2/1/522

PROVISION OF SPECIALIZED SECURITY SERVICES TO ABAQULUSI MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

- Fill in all the Municipal Bidding Documents (MBD'S) failure to do so will automatically disqualify.
- Fully Completed all the MBD'S on the tender document
- Fully completed tender document (bidder will be disqualified for incomplete document)
- 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 (<u>www.abaqulusi.gov.za</u>) and submit them with your bid document.
- Late bids will not be accepted,
- The tender will be valid for a period of 90 days after the closing date
- The tender must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- Failure to comply with these conditions will result in immediate disqualification of the bid.

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 ward a contract to the bidder scoring the highest number of points.

## MINIMUM REQUIREMENTS

The following documents have to be attached:

- Central Supplier Data base registration report (Detailed) to claim special goals
- Valid copy of company registration document
- IF above R10m, an audited three-year AFS must be provided
- Proof of vehicle ownership or lease agreement
- provide CV's and certificates of personnel
- provide Proof of compliance with COID ACT
- If joint venture, certified copy of venture agreement
- SARS PIN or Tax Clearance certificate must be submitted
- Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- provide Relevant experience with reference letter must be provided
- A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted not older than three months or lease agreement

Certified copies of identity documents of directors and owners of the company must be submitted
 For more SCM enquiries please contact Supply Chain Management office at <a href="mailto:scm@abaqulusi.gov.za">scm@abaqulusi.gov.za</a>.

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

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

Municipal Manager AbaQulusi Local Municipality

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

# T1.2.1: TENDER DATA: STANDARD CONDITIONS OF TENDER

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

#### T1.2.1: TENDER DATA: APPLICABLE TO THIS TENDER

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

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

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

CONTRACT NUMBER: 8/2/1/522

| Clause<br>No | Description  |
|--------------|--|
|              | C1.1 Form of Offer and Acceptance  |
|              | C1.2 Contract Data   |
|              | C1.3 Forms of Securities   |
|              | Part 2: Pricing Data   |
|              | C2.1 Pricing Instructions  |
|              | C2.2 Schedule of Rates   |
|              | Part 3: Scope of Work  |
|              | C3 Scope of Work including separate volumes for:   |
|              | Compliance:  |
|              | By submitting the Bid, the bidder undertakes to abide by the terms and conditions of this tender including but not limited to the rules outlined below.  |
|              | A bid not complying with the requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected:  |
|              | <ul> <li>Occupational Health and Safety Act, 1993 (Act no 85 of 1993)</li> <li>Criminal Procedure Act, 1977, (Act 51 of 1977), as amended</li> <li>Private Security Industry Regulations Act, 2001 (Act 56 of 2001)</li> <li>Firearms Control Act, 2000 (Act 60 of 2000) and Regulations</li> <li>National Key Points Act (Act 102 of 1980) and Regulations</li> <li>Control of access to public premises and vehicles act, (act 53 of 1985)</li> <li>Minimum information security standards (MISS)</li> <li>Minimum Physical Security Standards (MPSS)</li> <li>Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)</li> <li>Private Security and Investigative Services Act 2005.</li> </ul> |
|              | In this document and other documents referred to but not attached, the following words are synonymous with each other.   |
|              | A. Client, Employer, AbaQulusi Local Municipality, Local Municipality, Municipality  |
|              | B. Bid, Tender and Variations Thereof  |
|              | C. Joint Venture / Consortium  |
|              | D. Tenderer, Bidder, Bidder  |
|              | General conditions of Contract   |
|              |  |

CONTRACT NUMBER: 8/2/1/522

| Clause<br>No  | Description   |
|---------------|---|
|               | The latest General Conditions of Contract [GCC], Contract Law as well as the Municipality's Policy on Supply Chain Management shall be applicable to this Quotation and obtainable by visiting the National Treasury website at <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>  |
| C.1.4         | The Employer's Agent's (also referred to as the Engineer) details are as follows:   |
|               | Name       :       Director Community Services         Represented by       TSW Mthembu         Address       :       Cnr South & High Street         VRYHEID       0100  |
|               | 3100         Tel No       : (034) 982 2133         E-mail       : 'information@abaqulusi.gov.za'  |
|               | All communication between the tenderer and the employer shall be addressed to Mr TSW Mthembu of AbaQulusi LM, in writing  |
| F1.5.2<br>F.2 | Replace the existing clause with the following:The Employer may not subsequent to the cancellation or abandonment of a tender process or<br>the rejection of all responsive tender offers, save for all tenders being non-responsive, re-<br>issue a tender covering substantially the same scope of work within a period of six months unless<br>only one tender was received and such tender was returned unopened to the tenderer.TENDERER'S OBLIGATIONS   |
| F.2.1         | <ul> <li>Eligibility</li> <li>The following conditions shall apply to the tender: <ol> <li>The prospective tenderer and every director of the company or member of the close corporation must be registered in terms of Section 20 of the PSIRA Act 2001 (Act 56 of 2001);</li> <li>Proof of current and valid PSIRA Certificate (The bidder must submit a valid PSIRA certificate i.e. the "New Certificate " in line with the industry circular issued by PSIRA Act 2001(Act 56 of 2001). (This correspondence must be valid at the bid closure date)</li> <li>Joint ventures are eligible to submit tenders provided that:</li> <li>Each party can provide a Letter of Good Standing and company registration certificate with PSIRA.</li> <li>Service Providers Tender with its Director/s having criminal record will be deemed non-responsive.</li> <li>Bidder has Authority to possess Fire Arms (By PSIRA or The South African Police Services). The approval to possess fire arms in terms of the Fire Arms control Act must have been granted by the relevant authority prior to the closing of the bids-No applications forms will be considered</li> <li>Bidders must submit copies of firearm licenses certified by SAPS. All licenses must reflect the name of the bidder. In case of a Joint Venture [JV], the license of either company must be submitted.</li> </ol></li></ul> |

CONTRACT NUMBER: 8/2/1/522

| Clause<br>No                     | Description   |
|----------------------------------|---|
|                                  | A bid shall not be considered if alterations have been made to the bid from, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.<br>No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected. |
| F.2.13                           | Submitting a Tender Offer   |
| F.2.13.1                         | Submit one tender offer only, either as a single tendering entity or as a member in a single joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works.   |
| F.2.13.3                         | Tender offers shall be submitted as an original hard copy only.   |
| F.2.13.5<br>F.2.13.5<br>F.2.15.1 | Delivery of Tender<br>The Employer's address for delivery of tender offers and identification details to be shown on<br>each tender offer package are:<br>Location of Tender Box : AbaQulusi Municipality<br>c/o Mark and High Streets,<br>VRYHEID<br>3100  |
|                                  | Identification Details : Contract No: 8/2/1/522<br>Tender reference number, Title of Tender and the closing date<br>and time of the tender, as well as the Tenderer's name, his<br>Authorised Representative's name, postal address and telephonic<br>contact numbers   |
| F.2.13.6<br>& F.3.5              | A two-envelope procedure will not be followed.  |
| F.2.15                           | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.   |
| F.2.15                           | Tender Submissions<br>The closing time for submission of tender offers is<br>Date: 14 FEBRUARY 2025<br>Time : 12:00   |
| F.2.16                           | The tender offer validity period is 90 days.  |
| F.2.18                           | Bidders Staff<br>The tender shall, when requested by the Employer to do so, submit the names of all management<br>and supervisory staff that will be employed to supervise the labour-intensive portion of the works<br>together with satisfactory evidence that such staff members satisfy the eligibility requirements.   |
| F.2.22                           | Return of Tender Document   |

CONTRACT NUMBER: 8/2/1/522

| Clause<br>No | Description   |
|--------------|---|
|              | Where a Tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of tenders.  |
| F.2.23       | Certificates  |
|              | <ul> <li>The tenderer is required to submit the following certificates with his tender: <ol> <li>Certified copy of PSIRA Letter of Good Standing and company registration certificate with PSIRA</li> <li>Certified valid copies of Director/Shareholder registration certificate with PSIRA;</li> <li>An original valid Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>Copies of company registration documents</li> <li>Joint Venture Agreement and Power of Attorney in case of Joint Ventures</li> <li>Copies of ID documents of Shareholders/Members/Directors of the business enterprises</li> <li>Proof of Preference Points Claimed</li> <li>VAT Registration Certificate and Pin</li> <li>Skills Development Levy Certificate</li> <li>Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)</li> <li>a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT);</li> <li>particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if &gt; R10 000 incl. VAT); and</li> </ol></li></ul> |
|              | of the Republic (if greater than R10 million incl. VAT).<br>14) All other certificates as requested in T2.1   |
| F.2.24       | Add the following new clause:   |
|              | Canvassing and obtaining of additional information by tenderers<br>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the<br>Employers officials or the Employer's agent in respect of his tender, after the opening of the<br>tenders but prior to the Employer arriving at a decision thereon.<br>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than<br>that disclosed at the opening of tenders."  |
| F.2.25       | Add the following new clause:   |
|              | Prohibitions on awards to persons in service of the state   |
|              | Accept that the Employer is prohibited to award a tender to a person -  |
|              | <ol> <li>who is in the service of the state; or</li> <li>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> </ol>  |

CONTRACT NUMBER: 8/2/1/522

| Clause<br>No | Description  |
|--------------|--|
|              | <ul> <li>3) a person who is an advisor or consultant contracted with the municipality or municipal entity.</li> <li>"In the service of the state" means to be -</li> </ul>   |
|              | <ul> <li>a) a member of:- <ul> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) an employee of Parliament or a provincial legislature."</li> </ul> |
|              | In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2 must be completed.   |
| F.2.26       | Add the following new clause:  |
|              | Awards to close family members of persons in the service of the state  |
|              | "Accept that the notes to the Employer's annual financial statements must disclose particulars of<br>any award of more than R2000 to a person who is a spouse, child or parent of a person in the<br>service of the state (defined in clause F.2.25), or has been in the service of the state in the<br>previous twelve months, including  |
|              | a) the name of that person;  |
|              | b) the capacity in which that person is in the service of the state; and   |
|              | c) the amount of the award.  |
|              | In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed."co   |
| F.2.27       | Add the following new clause:  |
|              | Tax Clearance Certificate  |
|              | In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium."  |
| F.3.1.1      | Replace the contents of the clause with the following:   |
|              | "Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"   |
|              |  |

CONTRACT NUMBER: 8/2/1/522

| Clause<br>No | Description   |  |  |  |  |  |
|--------------|---|--|--|--|--|--|
| F.3          | EMPLOYERS UNDERTAKINGS  |  |  |  |  |  |
| F.3.1        | Tender Submitted to tender box  |  |  |  |  |  |
|              | Before : 12:00  |  |  |  |  |  |
|              | Date : 14 FEBRUARY 2024   |  |  |  |  |  |
| F.3.2        | The procedure for the evaluation of responsive tenders is Method 1: Financial Offer and Preference.   |  |  |  |  |  |
|              | <ul> <li>Tenders will be evaluated as follows</li> <li>The 80/20 scoring method will apply in the evaluation of bids.</li> </ul>  |  |  |  |  |  |
|              | The following points will be awarded during the evaluation:   |  |  |  |  |  |
|              | Price :80   |  |  |  |  |  |
|              | Special goals : 20  |  |  |  |  |  |
|              | TOTAL :100  |  |  |  |  |  |
| F.3.3        | Tender offers will only be accepted if:   |  |  |  |  |  |
|              | <ul> <li>a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) the tenderer is registered with the Private Security Industry Regulatory Authority (PSIRA).</li> <li>c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not:</li> </ul> |  |  |  |  |  |
|              | i) abused the Employer's Supply Chain Management System; or   |  |  |  |  |  |
|              | ii) failed to perform on any previous contract and has been given a written notice to this effect;  |  |  |  |  |  |
|              | <ul> <li>f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no<br/>conflicts of interest which may impact on the tenderer's ability to perform the contract in the<br/>best interests of the Employer or potentially compromise the tender process and persons in<br/>the employ of the state are permitted to submit tenders or participate in the contract;</li> </ul>   |  |  |  |  |  |
|              | <ul> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed<br/>compensation insurer;</li> </ul>  |  |  |  |  |  |
|              | <ul> <li>e) h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction<br/>Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the<br/>necessary competencies and resources to carry out the work safely; and</li> </ul>  |  |  |  |  |  |
|              | f) the tenderer:  |  |  |  |  |  |
|              | a. has sufficiently substantiated his experience in this type of work; and has the required and experienced key personnel;  |  |  |  |  |  |
| C.3.17       | Copies of Contract  |  |  |  |  |  |
| 0.0.17       |   |  |  |  |  |  |
|              | The employer will provide the successful tenderer with 1 (one) paper copy of the signed contract.   |  |  |  |  |  |
| F.3.18       | The number of paper copies of the signed contract to be provided by the Employer is one.  |  |  |  |  |  |
|              | CONTRACT PRICE ADJUSTMENT WILL BE APPLICABLE.   |  |  |  |  |  |
|              | The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment (CPIx) yearly escalation as gazetted by National treasury.  |  |  |  |  |  |

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

#### MBD 1: INVITATION TO BID

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

BID NUMBER: 8/2-/1/522 CLOSING DATE: 14 FEBRUARY 2025 CLOSING TIME: 12:00

#### DESCRIPTION

.....

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

#### BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

.....

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

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

#### CONTRACT NUMBER: 8/2/1/522

PROVISION OF SPECIALIZED SECURITY SERVICES TO ABAQULUSI MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

## THE FOLLOWING PARTICULARS MUST BE FURNISHED

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

| NAME OF BIDDER   |
|--|
| POSTAL ADDRESS   |
| STREET ADDRESS   |
| TELEPHONE NUMBER: CODENUMBER   |
| CELLPHONE NUMBER   |
| FACSIMILE NUMBER CODE NUMBER   |
| E-MAIL ADDRESS   |
| VAT REGISTRATION NUMBER  |
| HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)<br>YES/NO |

# HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

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

| 1                            | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) |     |       |      |        |            |    |     |        |         |          |
|------------------------------|--|-----|-------|------|--------|------------|----|-----|--------|---------|----------|
| 1                            | A  | VER | IFICA | ΓΙΟΝ | AGENCY | ACCREDITED | BY | THE | SOUITH | AFRICAN | NATIONAL |
| ACCREDITATION SYSTEM (SANAS) |  |     |       |      |        |            |    |     |        |         |          |
| 1                            | A REGISTERED AUDITOR   |     |       |      |        |            |    |     |        |         |          |

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO (IF YES ENCLOSE PROOF)

| SIGNATURE OF BII | DDER           |       |              |     |    |        |
|------------------|----------------|-------|--------------|-----|----|--------|
| DATE             |                |       |              |     |    |        |
| CAPACITY         | UNDER          | WHICH | THIS         | BID | IS | SIGNED |
| TOTAL NUMBER O   | F ITEMS OFFERE | D     | TOTAL BID PR | ICE |    |        |

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

## ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

| Municipality / Municipal Entity:                                  |
|---|
| Department:   |
| Contact Person:   |
| Tel:  |
| Fax:  |
| ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: |
| Contact Person:   |
| Tel:  |
| Fax:  |

# **MBD 4: DECLARATION OF INTEREST**

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

| 3.1     | Full Name:   |          |
|---------|--|----------|
| 3.2     | Identity Number:   |          |
| 3.3     | Company Registration Number:   |          |
| 3.4     | Tax Reference Number:  |          |
| 3.5     | VAT Registration Number:   |          |
| 3.6     | Are you presently in the service of the state*                       | YES / NO |
| 3.6.1   | If so, furnish particulars.  |          |
|         |  |          |
|         |  |          |
| 3.7     | Have you been in the service of the state for the past twelve months | YES/NO   |
| • If so | o, furnish particulars.  |          |
|         |  |          |

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

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

3.8.1 If so, furnish particulars.

.....

.....

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

adjudication of this bid?

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal rs, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1 If so, furnish particulars.

.....

.....

## CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

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

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

| Signature | Date           |  |
|-----------|----------------|--|
| Position  | Name of Bidder |  |

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

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

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

## 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

Contractor

preference points for specific goals are not claimed.

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

#### 2. DEFINITIONS

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$   
Where

Ps Points scored for price of tender under consideration =

or

Pt Price of tender under consideration =

Pmin = Price of lowest acceptable tender

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

Contractor

# 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

# 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

CONTRACT NUMBER: 8/2/1/522

PROVISION OF SPECIALIZED SECURITY SERVICES TO ABAQULUSI MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

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

# DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
  - Partnership/Joint Venture / Consortium
  - □ One-person business/sole propriety
  - □ Close corporation
  - Public Company
  - Personal Liability Company
  - □ (Pty) Limited
  - □ Non-Profit Company
  - □ State Owned Company

[TICK APPLICABLE BOX]

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

Contractor

indicated in paragraph 1 of this form;

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

| SIGNATURE(S) OF TENDERER(S) |  |  |  |  |  |  |  |
|-----------------------------|--|--|--|--|--|--|--|
| SURNAME AND NAME            |  |  |  |  |  |  |  |
| DATE:                       |  |  |  |  |  |  |  |
| ADDRESS:                    |  |  |  |  |  |  |  |
|                             |  |  |  |  |  |  |  |

# **CONTRACT FORM - RENDERING OF SERVICES**

# MBD 7.2

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)

- I hereby undertake to render services described in the attached bidding documents to *ABAQULUSI MUNICIPALITY* in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: *8/2/1/522* 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.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz* 
    - Invitation to bid
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference claims 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) | <br>WITNESSES |
|--------------|---------------|
| CAPACITY     | <br>1         |
| SIGNATURE    | <br>2         |
| NAME OF FIRM | <br>DATE      |

# MBD 7.2

# **CONTRACT FORM - RENDERING OF SERVICES**

# PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

| SIGNED AT      |   | ON |           |
|----------------|---|----|-----------|
| NAME (PRINT)   |   |    |           |
| SIGNATURE      |   |    |           |
| OFFICIAL STAMP |   |    | WITNESSES |
|                |   |    |           |
|                | - |    | 1         |
|                |   |    |           |

Contractor

Employer

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

#### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| ltem  | Question   | Yes | No |
|-------|--|-----|----|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of<br>Restricted Suppliers as companies or persons prohibited from doing business with the<br>public sector?<br>(Companies or persons who are listed on this Database were informed in writing of | Yes | No |
|       | this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).   |     |    |
|       | The Database of Restricted Suppliers now resides on the National Treasury's  |     |    |
|       | website( <u>www.treasury.gov.za</u> ) and can be accessed by clicking on its link at the   |     |    |
|       | bottom of the home page.   |     |    |
| 4.1.1 | If so, furnish particulars:  |     |    |

CONTRACT NUMBER: 8/2/1/522

| 4.2         | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms   | Yes | No              |
|-------------|---|-----|-----------------|
|             | of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  |     |                 |
|             | The Register for Tender Defaulters can be accessed on the National Treasury's   |     |                 |
|             | website ( <u>www.treasury.gov.za</u> ) by clicking on its link at the bottom of the home  |     |                 |
|             | page.   |     |                 |
| 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  | Yes | No              |
|             | law outside the Republic of South Africa) for fraud or corruption during the past five years?   |     |                 |
|             |   |     |                 |
|             |   |     |                 |
| ltem        | Question  | Yes | Νο              |
| ltem<br>4.4 | Question Does the bidder or any of its directors owe any municipal rates and taxes or municipal   | Yes | <b>No</b><br>No |
|             |   | Yes |                 |
|             | Does the bidder or any of its directors owe any municipal rates and taxes or municipal  |     |                 |
| 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?<br>If so, furnish particulars:   | 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?<br>If so, furnish particulars:<br>Was any contract between the bidder and the municipality / municipal entity or any | Yes |                 |
| 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?<br>If so, furnish particulars:   | Yes | No              |

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

## 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.

.....

.....

Date

Signature

.....

.....

Position

Name of Bidder

# MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

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

a. take all reasonable steps to prevent such abuse;

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

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

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

<sup>3</sup> 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

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

#### <u>MBD 9</u>

#### **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:\_\_

#### (Name of Bidder)

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

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

that:

\_.....

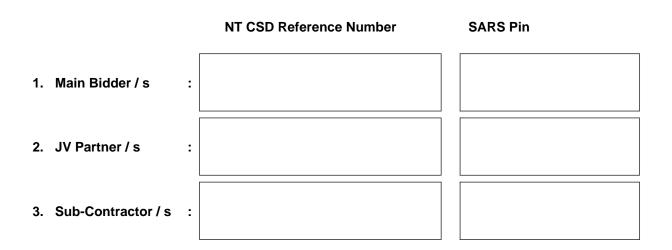
CONTRACT NUMBER: 8/2/1/522

- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 1. prices;
- 2. geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
  - 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  - 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 1. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

| Date           |
|----------------|
|                |
|                |
| Name of Bidder |
|                |
|                |

# NATIONAL TREASURY CSD REGISTRATION

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



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

## Municipal Account

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

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

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

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

# Authorized Signatory

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

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

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

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

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

# LETTER OF GOOD STANDING FROM DEPARTMENT OF LABOUR (COID)

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

#### ABAQULUSI LOCAL MUNICIPALITY

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

# PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

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

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

# PART 1: AGREEMENT AND CONTRACT DATA

### TABLE OF CONTENTS

|        |                                       | <u>Page</u> |
|--------|---------------------------------------|-------------|
| C1.1   | FORM OF OFFER (AGREEMENT)             |             |
| C1.1.1 | FORM OF OFFER                         | C.1.3       |
| C1.1.2 | FORM OF ACCEPTANCE                    | C.1.5       |
| C1.1.3 | SCHEDULE OF DEVIATIONS                | C.1.6       |
| C1.2   | CONTRACT DATA                         |             |
| C1.2.1 | PART 1: DATA PROVIDED BY THE EMPLOYER | C.1.8       |
| C1.1.2 | PART 2: DATA PROVIDED BY THE BIDDER   | C.1.9       |

# FORM OF OFFER (AGREEMENT)

#### FORM OF OFFER

#### THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

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

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

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

 The Contract shall be completed within
 36
 months of the Commencement Date.

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

R ..... (in figures)

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

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

#### THE OFFERED RATES ARE FIRM

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

| Signature(s                  | 5)        |                                    |      |      |
|------------------------------|-----------|------------------------------------|------|------|
| Name(s)                      |           |                                    |      | <br> |
| Capacity                     |           |                                    |      |      |
| For the Ten                  | derer     | (Name and address of organisation) |      | <br> |
| Name<br>signature<br>witness | and<br>of |                                    | Date |      |

#### FORM OF ACCEPTANCE

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

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

The terms of the contract are contained in

- Part 1 Agreement and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

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

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

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

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

# FOR EMPLOYER OFFICIAL USE ONLY

| Signature(s)          |  |
|-----------------------|--|
| Name(s)               |  |
| Capacity              |  |
| For the Employer      | AbaQulusi Municipality, Main Office Building, c/o Mark & High Streets,<br>Vryheid 3100 |
|                       | (Name and address of organisation)   |
| Name and signature of |  |
| witness               | Date   |

#### SCHEDULE OF DEVIATIONS

Notes:

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

| 1                                       | Subject |  |
|---|---------|--|
| Details                                 |         |  |
|   |         |  |
|   |         |  |
|   |         |  |
|   |         |  |
|   |         |  |
|   |         |  |
|   |         |  |
|   |         |  |
| 5                                       | Subject |  |
| <b>5</b><br>Details _                   | Subject |  |
| 5<br>Details _<br>6                     | Subject |  |
| 5<br>Details _<br>6<br>Details _        | Subject |  |
| 5<br>Details _<br>6<br>Details _<br>7 _ | Subject |  |
| 5<br>Details _<br>6<br>Details _<br>7 _ | Subject |  |

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

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

| For the Tende<br>Signature(s) |           |  |
|-------------------------------|-----------|--|
| Name(s)                       |           |  |
| Capacity                      |           |  |
| Name<br>signature             | and<br>of | (Name and address of organisation)   |
| witness                       |           | Date   |
| For the Emplo                 | over:     |  |
| Signature(s)                  |           |  |
| Name(s)                       |           |  |
| Capacity                      |           |  |
|                               |           | AbaQulusi Municipality, Main Office Building, c/o Mark & High Streets,<br>Vryheid 3100 |
|                               |           | (Name and address of organisation)   |
| Name<br>signature<br>witness  | and<br>of | Dete   |
|                               |           | Date   |

# CONTRACT DATA

#### PART 1: DATA PROVIDED BY THE EMPLOYER

#### C1.1 CONDITIONS OF CONTRACT

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

#### CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

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

### PART 2: DATA PROVIDED BY THE BIDDER

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

# PART C2: PRICING DATA

#### **C2.1: PRICING INSTRUCTIONS**

#### PREAMBLE TO BILL OF QUANTITIES

#### 1. <u>General</u>

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

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

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

#### 2. <u>Documents Mutually Explanatory</u>

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

#### 3. <u>Definitions</u>

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

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

#### 4. Units of Measurement

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

The following abbreviations are used in the Bill of Quantities:

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

#### 5. <u>Currency</u>

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

#### 6. <u>Value Added Tax</u>

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

#### 7. <u>Rates and Prices</u>

#### 7.1 <u>General</u>

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

#### 7.2 <u>"Rate only" items</u>

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

#### 7.3 <u>Arithmetic</u>

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

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

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

#### 8. <u>Variation in Text</u>

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

C2.2: BILL OF QUANTITIES

#### AUXILIARY SECURITY RAPID RESPONSE TENDER NORTH

| ITEM<br>NO | DESCRIPTION   | UNIT          | QTY   | RATE | AMOUNT |
|------------|---|---------------|-------|------|--------|
|            | SECTION NO. 1<br>ESTABLISHMENT OF BASIC MONITORING SYSTEM PER<br>SITE                                   |               |       |      |        |
| 1.1        | Mobile CCTV detection and surveillance camera system including a set of 6 cameras. As and when required | No            | 20    |      |        |
| 1.2        | Crime analyst   | No            | 1     |      |        |
| 1.3        | Tactical Intelligence officers  | No            | 10    |      |        |
| 1.4        | Crime Investigators   | No            | 4     |      |        |
| 1.5        | 4x2 Vehicle (Includes 5000km per month)   |               | 1     |      |        |
| 1.6        | 4X4 Vehicle (Includes 5000km per month)   |               | 1     |      |        |
| 1.7        | Polygraph Specialist as and when required   |               | 1     |      |        |
| 1.8        | Drone surveillance as and when required   | 12-hour shift | 1     |      |        |
| 1.10       | General support by rapid response team to AbaQulusi staff on ad hoc basis                               |               | 1     |      |        |
|            |   |               | TOTAL |      |        |

# SUMMARY PAGE

| Bill No. | Description   | Total |
|----------|---|-------|
|          |   |       |
| 1        | SECTION NO. 1 - ESTABLISHMENT OF BASIC MONITORING SYSTEM PER SITE |       |
| 2        | SECTION NO. 2 - MONITORING, MAINTENANCE AND REPAIR                |       |
| 3        | SECTION NO. 3 - RAPID RESPONSE                                    |       |
| 4        | SECTION NO. 4 - AUXILARY RAPID RESPONSE SERVICES                  |       |
| 5        | SECTION NO. 5 - AUXILARY GUARDING SERVICES                        |       |
|          | AUXILIARY SECURITY RAPID RESPONSE TENDER SOUTH                    |       |
| 6        | SECTION NO. 1 - ESTABLISHMENT OF BASIC MONITORING SYSTEM PER SITE |       |
| 7        | SECTION NO. 2 - MONITORING, MAINTENANCE AND REPAIR                |       |
| 8        | SECTION NO. 3 - RAPID RESPONSE                                    |       |
| 9        | SECTION NO. 4 - AUXILARY RAPID RESPONSE SERVICES                  |       |
| 10       | SECTION NO. 5 - AUXILARY GUARDING SERVICES                        |       |
|          |   |       |
| 12       | Allow Contingencies 5%  |       |
| 13       | Total Excl VAT  |       |
| 14       | Add 15% VAT   |       |
| 15       | Total Incl VAT  |       |

**Bidder:** 

•••••

Bidder Signature.....

# PART C3: SCOPE OF WORK

Mandatory Requirements and Criteria for Evaluation

| No | Mandatory Requirements  | Yes / No |
|----|---|----------|
|    |   |          |
| 1  | Valid copy of company's PSIRA registration certificate as a Security Service Provider |          |
| 2  | Valid copy of company owners/director's PSIRA registration<br>Certificate             |          |
| 3  | Valid PSIRA Letter of Good Standing   |          |
| 4  | Valid Private Provident fund compliance letter  |          |
| 5  | Public Liability Insurance Letter R15 Million   |          |

Note: Supplier to satisfy all mandatory requirements to be evaluated further on functionality requirements

The technical evaluation criteria and corresponding weightings as set out in the enquiry were as follows: DESKTOP

| No  | Criteria   | Description of criteria                     | Weight |
|-----|--|---|--------|
| 1   | Experience   |   | 30%    |
| 1.1 | Province Foot print. Footprint in the province     | Proof of ownership of building or           | 15     |
|     | where the services are to be rendered. To          | municipality account, water and lights      |        |
|     | ensure services can be delivered with the          | account not older than 90 days or valid     |        |
|     | desired infrastructure in place.                   | lease Agreement (signed by 2 or more        |        |
|     |  | contracting parties with witness            |        |
|     |  | signatures). Dates must be valid at time of |        |
|     |  | appointment                                 |        |
| 1.2 | The supplier should provide evidence of at least 3 | Reports to entail not sensitive information | 10     |
|     | successful organized crime investigations and      | but detailed enough to show scope of work   |        |
|     | successful prosecutions                            | tendered for, not older than 24             |        |
|     |  | 3 reference letters $= 10$ points           |        |
|     |  | 2 reference letters $= 5$ points            |        |
|     |  | 1 reference letter = 1 marks                |        |
|     |  | No reference $= 0$ points                   |        |
| 1.3 | Proof of current (active) organized crime          | Signed letter                               | 5      |
|     | active references not older than 18 Months.        | 3 reference letters – 5 points              |        |
|     | 3 references                                       | 2 references letters – 3 points             |        |

#### TENDER NO.: 8/2/1/522

|     |   | 1 reference letter – 1 point            |    |
|-----|---|---|----|
| 2   | Capacity                                      |   | 25 |
| 2.1 | The team should have a collective minimum     | 5- CVs with minimum of 5 years'         | 10 |
|     | of 25 years related experience. Provide       | experience each – 10 points             |    |
|     | condensed CVs of each team member             | 3 CV's minimum of 5 years' experience   |    |
|     | ACFE, Investigation training, Crime analysis  | each – 5 points                         |    |
|     | experience,                                   | 1 CV with minimum of 5 years'           |    |
|     |   | experience – 1 point                    |    |
| 2.2 | Air Support manned (drone) with thermal image | Drone – 2.5 points                      | 5  |
|     | capability (high capability                   |   |    |
|     | Pan, Tilt, Zoom)                              |   |    |
| 2.3 | Demonstrable access to legal team (in-        | Proof of legal team Submission of cv    | 5  |
|     | house or outsourced) to assist with           |   |    |
|     | prosecutions at own costs                     |   |    |
| 3   | Technology and Equipment                      |   | 10 |
| 3.1 | Transport – the supplier should have at least | Proof of vehicle ownership in companies | 10 |
|     | 6 vehicles and 2 vehicles with off-road       | name and photos (will be verified on    |    |
|     | capabilities, per team (proof must be         | site)                                   |    |
|     | provided)                                     | - 6 vehicles – 10 points                |    |
|     |   | - 3 vehicle – 5 points                  |    |
| 3.2 | Thermal Detection Night Vision Equipment      | Proof of ownership with photos          | 5  |
|     | (1 set per team)                              | - 2 sets – 5 points                     |    |
|     |   | - 1 set – 2 points                      |    |
|     | Total   |   | 65 |

### **ONSITE EVALUATION CRITERIA**

| Functional Criteria        | Control Room                   |                                  | Max |
|----------------------------|--------------------------------|----------------------------------|-----|
| Control Room               |                                |                                  | 10  |
| The supplier must have an  | Is the Emergency               | Score total for total compliance | 10  |
| emergency preparedness     | preparedness and response      | = 10 Ea. item confirmed to be    |     |
| and response procedure     | procedure with contact         | scored as per allocated score    |     |
| and the operators must be  | numbers available in the       | for the item and all scores      |     |
| Knowledgeable and familiar | Control room? (2)              | added together to get final      |     |
| with it.                   | Is there a minimum of two      | score.                           |     |
|                            | controllers/Operators on duty? |                                  |     |
|                            | (2)                            |                                  |     |

#### TENDER NO.: 8/2/1/522

|  | Are controllers/Operators able<br>to monitor and track vehicles on<br>the tracking system (2)<br>Guaranteed communication<br>with all sites/vehicles (2)<br>• Are joint operations and<br>deployments registered in the |   |     |
|--|---|---|-----|
|  | control room Occurrence Book (2)  |   |     |
| Vehicles and equipment   |   |   | 27  |
| Aerial inspection  | Availability of aerial equipment  | On site drone inspection- 10                          | 10  |
| Required security<br>infrastructure to safeguard<br>Abaqulusi Municipality<br>information, data and<br>evidentiary material: | <ul> <li>Evidence Safe</li> <li>Storage for Exhibits</li> </ul>   | Evidence registers – 2.5<br>Storage of exhibits – 2.5 | 5   |
| Covert equipment<br>technology   | <ul><li>Static Covert Camera</li><li>Video Camera</li></ul>   | Static Covert camera – (2.5)<br>Video Camera – (2.5)  | 5   |
| Pre-detection technology   | <ul> <li>beams/camera'</li> <li>communication to control room</li> </ul>  | Beams/camera's – 5<br>Communication to controllers -2 | 5 2 |
|  |   | Total   | 35  |

Tenders who do not meet the threshold of 70% will be disqualified not be evaluated further for that particular scope of work

#### PART C3: SCOPE OF WORK

#### C3.1: DESCRIPTION OF THE WORKS

#### SCOPE OF WORK / SPECIFICATIONS

To provide a crime intelligence, detection, response and investigative driven capability in the prevention of theft and vandalism of Abaqulusi Municipality's infrastructure and assets

The services required shall, at any time be expected to include, but will not be limited to the following:

- Research/investigations of the metal market and recycling industry in South Africa to determine the destination of stolen Abaqulusi Municipality equipment.
- The profiling of criminal syndicates and unscrupulous scrap metal dealers
- Profiling thieves not related to criminal syndicates within communities involved with theft of Abaqulusi Municipality Network Infrastructure.
- Investigate criminal activities committed by metal merchants, smelters, exporters, metallurgical laboratories, relating to the trading, transporting or handling of stolen Abaqulusi Municipality equipment.
- The use of informers within the communities involved with the theft of Abaqulusi Municipality Network Infrastructure.
- Investigate Abaqulusi Municipality internal misconducts and criminal activities committed by employees and contractors, as and when reported.
- Provide written progress report on the investigation to the responsible Abaqulusi Municipality Line Manager/Requestor.
- Compile a comprehensive investigation report with detailed findings and recommendations for action/ implementation by Abaqulusi Municipality.
- Research/investigations into the activities of criminal elements and crime syndicates targeting Abaqulusi Municipality network infrastructure by means of obtaining intelligence and putting an end to these crimes and identifying criminals for criminal prosecution.
- Abaqulusi Municipality material identification statements in support of criminal investigations and prosecution upon recovery.
- Interact with law enforcement agencies to provide training were identified and to create awareness on the impact of the crime.
- Interaction with the judiciary to provide training and support where required.

- advise, support and develop appropriate technology solutions in support of this strategy.
- Identify hotspots where equipment theft syndicates and petty thieves who are not syndicates, are operating and initiate intelligence driven operations to apprehend them.
- Attend and participate at SAPS disruptive operations in various areas.
- Compile and maintain case dockets with sufficient evidence to apprehend and initiate prosecution, or to take other necessary action against the above.
- Submit processed evidence to relevant government authorities for appropriate action.
- Monitor and support relevant government authorities during above-mentioned action.
- Maintain a database to log all information gathered during the above research/investigations.
- Provide Abaqulusi Municipality with intelligence which may be used to establish an in house active crime intelligence capability.
- Establish measures to counter act the prevalence of corruption in relation to crimes of this nature.
- The service provider shall have an existing electronic database of the criminals, suspects, syndicates, groups, assets recovered, arrests, and convictions.
- The service provider will supply a dual server that can be housed in a safe location decided by Abaqulusi Municipality to enable Abaqulusi Municipality to access the data without delays. Access levels to the electronic database will be decided on and managed by Abaqulusi Municipality Grid Security Manager.
- Provide Abaqulusi Municipality with access to content e.g., Read/View rights on incident management system / existing database containing syndicates, suspects, scrap Dealers, Abaqulusi Municipality Hot spots and modus operandi of suspects
- The service provider shall have an air surveillance capability fitted with night vision preferably doing so by using drones, mainly for overhead lines and in mountainous areas.
- The service provider is to furnish Abaqulusi Municipality with electronic backups of all data gathered on monthly basis.
- The service provider shall have at least 5 years of provable experience of investigating and or dealing with non-ferrous infrastructure vandalism and thefts.

- The service provider should have a legal team at their disposal experienced in criminal law with a particular focus on network infrastructure crime and criminal matters amendment act. The team must have the ability to initiate court proceedings, both civil and criminal and must be able to assist in the recovery of proceeds of crime with the assistance of Asset Forfeiture Unit.
- Monitor and investigate illegal exports of non-ferrous metals at all ports of exits.
- Monitor the syndicate members after their release from prison.
- The service provider must support the criminal justice system during the criminal prosecution process, and act as a custodian in criminal cases on behalf of Abaqulusi Municipality. They must be able to give sound advice to National Prosecuting Authority and SAPS concerning the best cause of action in the matters.
- The service provider will arrange for the centralisation of criminal cases from various areas with the assistance of the NPA and SAPS to ensure the most effective way of prosecuting criminals.
- The service provider must conduct syndicate mapping and evidence analysis.
- Identify metallurgical laboratories/scrap metal dealers, smelters in the KwaZulu/Natal and other provinces if so required, that are involved in the handling and or processing of scrap metal scrap destined for the export market.
- Identify and Profile perpetrators/syndicates of Network Infrastructure Crime
- Identify Crime Hotspots/Risk Areas where infrastructure crime syndicates are operating
- Identify the Modus Operandi and specific targets, sites, areas (Geographical info)
- Provide reports on investigation activities, performance, and successes.
- Conduct and provide Root cause analysis
- Provide and quantify the losses (including consequential losses) rand value estimates
- Conduct intelligence driven/disruptive operations minimum 3 per month in KZN Province.
- Have a well-established and managed Informer network
- Conduct Covert operations / infiltration by possessing all the necessary resources people, tools and technology etc.

- Shall arrange and participate in carrying out entrapment (Section 252A)
- Be able to track/trace profile and establish ownership, e.g., suspected vehicles, telephone numbers, etc.
- Service on and as requested by Abaqulusi Municipality (Ad-hoc/specific): e.g. deeds, company information, individual information, criminal records, verification of documentation regarding identification/certifications/registrations etc.
- Social media network monitoring for security threats against Abaqulusi Municipality network infrastructure i.e. overhead, underground lines, substations and other critical infrastructure in the Grid.
- Transfer of skill, investigation information and workplace experience to Abaqulusi Municipality security teams must be conducted by service provider; This can help with the training gaps
- At the end of the contract Abaqulusi Municipality IP to be handed back to Abaqulusi Municipality Security Contract Service Manager (Corporate memory to be with Abaqulusi Municipality Holdings) within 30 calendar days;
- Form Part of disruptive Operations with various law enforcement agencies within the Grid, provide report of outcomes of each operation including any successes.
- Targeted Patrols (in hotspot areas)
- Opening of cases with SAPS, completing of dockets on behalf of Abaqulusi Municipality
- Apprehend perpetrators, Testifying in courts
- Networking with relevant stakeholders including farming forums and other neighborhood security clusters;
- Technology shall be deployed in identified hotpots areas as tasked by the contract service manager
- The technology must be able to delay, deter and detect and send alerts on real time in order to be able to effect arrests.

#### C3.4: SCHEDULE OF INFORMATION REQUIRED

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

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

| - | <br> |  |  |
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3.4.2. State if you have public liability insurance cover, and, if so, the amount of such cover.

| Amount | Insurance Company |
|--------|-------------------|
|        |                   |

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

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

| PSIRA Registration Number | Date of First Registration |
|---------------------------|----------------------------|
|                           |                            |

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

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

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

### 3.4.8. Provide details of

| Transport/Response (vehicles) |              |      |  |  |
|-------------------------------|--------------|------|--|--|
| Year                          | Make & Model | Туре |  |  |
| 1)                            |              |      |  |  |
| 2)                            |              |      |  |  |
| 3)                            |              |      |  |  |
| 4)                            |              |      |  |  |
| 5)                            |              |      |  |  |
| 6)                            |              |      |  |  |
| 7)                            |              |      |  |  |
| 8)                            |              |      |  |  |

3.4.9. Provide details of two-way portable radios.

| Number of Radios     |  |
|----------------------|--|
| Leased/Company Owned |  |

#### 3.4.10. Details of Firearms

| Туре | Numbers |
|------|---------|
|      |         |
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#### **C3.5: MINIMUM CRITERIA**

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

| No. | Minimum Criteria   | Details   | Yes/No |
|-----|--|---|--------|
| 1   | Provide proof of at least 5 years<br>working experience in a major<br>multi-functional organization          | Submit letter of confirmation and company registration    |        |
| 2   | PSIRA Registration Certificate   | Provide / attach a copy                                   |        |
| 3   | Security Officers & management<br>PSIRA staff registration   | Attach PSIRA list   |        |
| 4   | Liability Insurance Policy 10 million  | Attach a copy of the policy document and proof of payment |        |
| 5   | SAPS Firearm License for<br>business purposes (to provide<br>security)                                       | Attach a copy   |        |
| 6   | SAPS list of company registered firearms   | Attach a copy   |        |
| 7   | Firearm Authority Permit issued<br>to officers who utilise a firearm in<br>the execution of their duties     | Attach a sample copy                                      |        |
| 8   | Provide a list of all officers who<br>are competent in the handling of<br>firearms and state type of firearm | Attach a list   |        |
| 9   | South African Intruder Detection<br>Services Association membership  | Attached a copy of the certificate                        |        |

#### Note:

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